



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:15 P.M., FEBRUARY 16, 2016**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes** – Committee of the Whole Meeting – February 2, 2016
- IV) Regular Business**
 - 1) Employee Recognitions (6:15 – 6:30 p.m.)
 - 2) Status Report Concerning the Purple Hotel Site (6:30 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: February 12, 2016

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF
TRUSTEES COMMITTEE OF THE
WHOLE MEETING VILLAGE HALL
COUNCIL CHAMBERS
FEBRUARY 2, 2016**

Draft

Call to Order

President Pro Tem Elster called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:30PM, Tuesday, February 2, 2016 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

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

PRESENT: President Pro Tem Elster, Trustees Cope, Patel, Spino, Klatzco, President Turry (via SKYPE)

ABSENT: Trustee Bass

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

Approval of Minutes

Minutes of the January 19, 2016 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Klatzco moved to approve the minutes. Trustee Cope seconded the motion. The motion was approved by Voice Vote.

Regular Business

1. Discussion Concerning a Proposal from Laredo Hospitality for a Video Gaming Facility

This item was presented by Mr. Wiberg using PowerPoint.

Representing Laredo Hospitality were:

Brian Wilson, Director of Operations and Charity Johns, Partner and COO

Mr. Wiberg presented background information including the fact that in 2009 the Village Board decided that no Video Gaming was to be allowed in the Village. Information was provided via photos and charts, which demonstrated the background and experience of this company. They have locations in various municipalities around the state.

Questions and discussion ensued, with clarification from Mr. Wiberg and the Laredo representatives.

The consensus was that more information is needed.

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

This item was presented by Chief LaMantia using PowerPoint.

Trustee Cope requested a summary of proposed Ordinance.

Discussion Regarding Regulation of Dogs

December 17, 2015 Committee of the Whole Regulation of Dogs

The Village Board agreed to revisions to definitions, regulations and process. However, during the meeting two trustees inquired about the need or benefit of breed specific language.

In a publication distributed by the American Veterinary Medical Association (AMVA) titled “Literature Review on the Welfare Implications of the Role of Breed in Dog Bite Risk and Prevention” (February 6, 2015), the AMVA cited the following information:

- “Owners of dogs that are identified by the community as ‘pit bull type’ may experience a strong breed stigma, however, controlled studies have not identified this breed group as disproportionately dangerous.”
- 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 other 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.’”
- In a 2014 article written by the American Veterinary Society of Animal Behavior (AVSAB) titled: “Position Statement on Breed Specific Legislation”, the AVSAB wrote: “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.”
- In an article written by the Illinois State Veterinary Medical Association (ISVMA) titled: “Information Regarding Proposals to Ban Specific Dog Breeds”, ISVMA noted: “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.”

Lincolnwood Resident Marcia Kramer of 3929 West Jarlath and Steve Dale of 650 W. Sheridan, Chicago addressed the Board, in favor of eliminating breed-specific language from any proposed Ordinance.

Attorney Elrod presented two options for Ordinance preparation.

- a. Continue breed designation
- b. Prohibit breed specific language

A “problem pet owner” provision could be included. The Hearing Officer could identify “problem pet owners” and deal with them appropriately.

Discussion ensued.

Consensus: No breed designation.

Adjournment

At 7:30 PM Trustee Cope made a motion to adjourn the Committee of the Whole. The motion was seconded by Trustee Spino.

The motion passed by voice vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: February 12, 2016

SUBJECT: **February 16 Committee of the Whole Meeting**

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **6:15 p.m.** on Tuesday evening. **Please note: Dinner will be available beginning at 5:30 in the Community Center, due to our annual Employee Recognition program.** Please find below a summary of the items for discussion:

1) **Employee Recognitions (6:15 – 6:30 p.m.)**

Every year, the Village recognizes those employees that have reached significant tenure milestones with the Village. Time has been set aside on Tuesday evening to recognize these long-serving employees.

2) **Status Report Concerning the Purple Hotel Site (6:30 – 7:30 p.m.)**

In August, 2013, the Board approved a Pre-Development Agreement with North Capital Group (NCG), the owners of the Purple Hotel site. This Agreement established certain responsibilities for both NCG and the Village pertaining to redevelopment of this important site. This Agreement was amended and extended in July, 2014 and February, 2015. The Agreement is now due to expire on February 20, 2016. NCG is now requesting an extension of the Second Amendment to the Pre-Development Agreement. Specifically, NCG requests that the agreement termination date be extended to March 4, 2017. [Attached](#) is a letter from Neal Stein, of NCG, making this request. The two substantive items addressed in the Second Amendment to the Pre-Development Agreement are: 1) the extension of time for compliance with Village property restoration requirements after building demolition, which required the removal of all concrete and foundations and the planting of new grass within 30 days after demolition completion; and 2) the extension of time for resolving all remaining issues relating to land use relief and the development of the property. These Agreements are also [attached](#).

Neal Stein will be present on Tuesday evening to discuss this request with the Board. Staff will be seeking Board direction concerning the requested extension and if such extension is granted, whether any conditions should be placed on the extension.

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

**NORTH CAPITAL GROUP, LLC
8170 MCCORMICK BOULEVARD
SKOKIE, ILLINOIS 60076**

January 25, 2016

Timothy Wiberg
Village Manager
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712
twiberg@lwd.org

Re: The Shoppes at Lincoln Pointe

Dear Tim:

As you and I discussed, North Capital Group, LLC (NCG) hereby asks that you place on the Agenda for the upcoming February 2nd meeting of the Village Board, the following two requests:

- (i) The Village extend the current February 20, 2016 Termination Date under the existing Pre-Development Agreement among the Village and NCG to March 4, 2017; and
- (ii) The Village extend the current March 4, 2016 deadline for approval of a final development plan and final plat of subdivision to March 4, 2017.

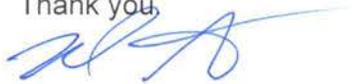
While NCG had hoped that its Option Agreement with Stark Development Corp (Stark) would have resulted in Stark heretofore submitting a revised development plan for the project, the operation period expired without Stark exercising its option to purchase the property. While NCG continues its discussions and negotiations with Stark, who remains a viable option, Stark and NCG have yet to finalize any new arrangement. As you are aware, NCG was not involved in any discussions among Stark and the Village and, as such, cannot comment upon any development plan discussed between Stark and the Village.

NCG, however and at considerable expense, continues to pursue development of the project with or without Stark. Concurrent with Stark not yet proceeding to commit to pursue the project, various revised preliminary mixed use development plans incorporating retail, residential, office, and/hotel have been circulated by our leasing team and we have received positive feedback from numerous national tenants. Additionally, NCG has reached out to other high-caliber national and local residential developers to partner with and discussions are ensuing regarding the optimal size and mix of any proposed residential component of the project. Additionally, we have submitted all applicable diligence and paid all fees for a new land/construction loan (\$100 million(+)), and we expect to fund same within the next 30-45 days (the construction component of such loan will not fund unless all entitlements are in place and we have secured tenant commitments and finalized a joint venture with a residential developer).

Of course, NCG recognizes that any revised development plan, to the extent substantially deviating from that which has been preliminarily approved, requires Village approval, but

granting the above requests will allow NCG to continue down the path of successfully bringing a project to fruition.

Thank you,

A handwritten signature in blue ink, appearing to read 'NS', with a long horizontal flourish extending to the right.

Neal Stein

**RESTATED PRE-DEVELOPMENT AGREEMENT
BETWEEN
THE VILLAGE OF LINCOLNWOOD
AND
NORTH CAPITAL GROUP, LLC
(4500 WEST TOUHY AVENUE)**

THIS RESTATED PRE-DEVELOPMENT AGREEMENT (*“Agreement”*) is made as of the 20th day of August, 2013 (*“Effective Date”*), between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (*“Village”*), and **NORTH CAPITAL GROUP, LLC**, an Illinois limited liability company (*“NCG”*) (collectively, the Village and NCG are the *“Parties”*).

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

SECTION 1. RECITALS.

A. On March 9, 2011, the Village filed a lawsuit in the Circuit Court of Cook County, Illinois, concerning certain unsafe and dangerous conditions existing at the Hotel Property and at the Hotel Building (*“Litigation”*). The Litigation is captioned *Village of Lincolnwood v. Chicago Title Land Trust Co.* (Case No. 10 CH 9738).

B. On February 7, 2011, Judge Kathleen Pantle of the Circuit Court of Cook County entered the Consent Decree in the Litigation, which specifically found that the Hotel Building was in a dangerous and unsafe condition subject to demolition and other relief under 65 ILCS 5/11-31-1 (*“Demolition Act”*).

C. Because of the unsafe and dangerous conditions existing on the Hotel Property, the Consent Decree provided that the Village, pursuant to the Demolition Act, could demolish the Hotel Building if the Court did not find that the Hotel Property and the Hotel Building had been brought into complete compliance with all applicable Village ordinances codes, and regulations by August 1, 2011.

D. The then-owner of the Hotel Property did not bring the Hotel Property or the Hotel Building into complete compliance with all applicable Village ordinances codes, and regulations by the August 1, 2011 deadline. Accordingly, since that time, the Village has been diligently working to demolish the Hotel Building by preparing and issuing a request for proposals for the demolition work, preparing demolition bid package materials (including comprehensive demolition specifications), and preparing the Demolition Contract.

E. On December 20, 2011, the Village’s Board of Trustees approved the execution of a demolition contract with Delta Demolition, of Chicago, Illinois (*“Delta”*). The Demolition Contract provides that Delta may not commence the work required under the Demolition Contract prior to the issuance by the Village of a Demolition Notice to Proceed. The Village has not issued a Demolition Notice to Proceed as of the Effective Date of this Agreement.

F. If the Village demolishes the Hotel Building pursuant to the Demolition Act and the Consent Decree, then, in accordance with Section 11-31-1(a) of the Demolition Act, the Village will be entitled to recover the cost of the demolition incurred by the Village, including court costs, attorney's fees, and other costs related to the enforcement of the Demolition Act and the Consent Decree (collectively, the "**Recoverable Demolition Costs**"), through the filing of a notice of lien against the Hotel Property.

G. Through July 17, 2012, the Village incurred \$164,145.70 in Recoverable Demolition Costs. As of the Effective Date of this Agreement, all such Recoverable Demolition Costs have been paid to the Village primarily by NCG.

H. At some time after the Consent Decree was entered, NCG purchased from First Midwest Bank the mortgage note on the Hotel Property.

I. On June 1, 2012, pursuant to an auction conducted by the United States Bankruptcy Court for the Northern District of Illinois pursuant to Section 363 of the United States Bankruptcy Code, NCG acquired fee simple title to the Hotel Property and the Adjacent Properties.

J. The Village desires that the Hotel Property and the Adjacent Properties be redeveloped together, as one comprehensive and cohesive unified development.

K. NCG desires to redevelop the Hotel Property and the Adjacent Properties as one comprehensive and cohesive unified development.

L. On April 3, 2012, the Village and NCG entered into a "**Pre-Demolition Services Agreement**" for the performance of the Pre-Demolition Services on the Hotel Property by NCG, which Pre-Demolition Services Agreement was amended as of June 19, 2012.

M. On March 29, 2012, Judge Kathleen Pantle of the Circuit Court of Cook County issued an order: (i) amending the Consent Decree to permit the completion of the Pre-Demolition Activities on the Hotel Property and the other obligations contemplated in the Pre-Demolition Services Agreement; and (ii) acknowledging that the Pre-Demolition Services Agreement and the completion of the Pre-Demolition Activities on the Hotel Property are consistent with the original Consent Decree and applicable law.

N. On July 17, 2012, the Village and NCG entered into that certain Pre-Development Agreement to memorialize their rights and responsibilities regarding: (i) the performance of certain services by NCG in preparation for, and furtherance of, the demolition of the Hotel Building; and (ii) the future redevelopment of the Hotel Property and the Adjacent Properties (the "**Initial Agreement**").

O. On November 20, 2012, the Village Board of Trustees: (i) adopted Ordinance No. 2012-3025, approving a waiver of enforcement of certain site restoration requirements set forth in Section 14-14-11-7 of the Municipal Code of Lincolnwood, as amended ("**Village Code**"), with respect to the demolition of the structures on, and the restoration and maintenance of, the Adjacent Properties ("**Demolition Waiver**"); and (ii) approved a First Amendment to Pre-

Development Agreement (the "**First Amendment**") (the Initial Agreement and the First Amendment are hereinafter collectively referred to herein as the "**Original Agreement**").

P. On December 18, 2012, the Village Board of Trustees adopted Resolution No. R2012-1714, approving an extension of the deadline for submission of all applications for Land Use Relief under the Initial Agreement to no later than February 28, 2013.

Q. NCG filed certain applications for Land Use Approvals, but, subsequently, voluntarily withdrew those applications due to several factors, including significant changes in scope and time to the development plan for the Combined Property.

R. The revised development plan includes the demolition of the Hotel Building as well as the submission of applications for completely different Land Use Approvals than previously submitted.

S. Pursuant to Sections 4.B and 4.D of the Initial Agreement, NCG has demolished all buildings on the Adjacent Properties.

T. The Original Agreement automatically terminated by its terms on July 1, 2013. Pursuant to Section 3 of Ordinance No. 2012-3025, the Demolition Waiver terminated on that date.

U. On August 20, 2013, the Village Board of Trustees adopted Ordinance No. 2013-3063, postponing the enforcement of certain site restoration requirements set forth in Section 14-14-11-7 of the Village Code, subject to the execution by NCG of this Agreement.

T. The Village and NCG now desire to reinstate and amend the Original Agreement to: (i) reflect the waivers and conditions set forth in Ordinance Nos. 2012-3025, 2012-1711, and 2013-3063 with respect to the demolition of the structures on, and the restoration and maintenance of, the Combined Property; (ii) grant NCG an extension of the deadlines to apply for and obtain the Land Use Relief; and (iii) extend the Term of the Agreement.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

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

"Adjacent Properties": Those certain two now-vacant properties that are adjacent to the Hotel Property and are located at 7350 North Lincoln Avenue and at 4560 West Touhy Avenue, respectively, both in the Village.

"Combined Property": The Adjacent Properties and the Hotel Property, collectively.

"Consent Decree": The consent decree entered in the Litigation on February 7, 2011.

"Demolition Contract": The contract between the Village and Delta for the demolition of the Hotel Building.

"Demolition Notice to Proceed": The notice contemplated in the Demolition Contract to be issued by the Village to Delta in order for Delta to commence demolition of the Hotel Building.

"Hotel Building": Collectively, the several structures located on the Hotel Property, including four connected buildings formerly used as a hotel, restaurant and ancillary facilities, and commonly known as the Purple Hotel.

"Hotel Property": That certain real property located at 4500 West Touhy Avenue in the Village.

"Pre-Demolition Services": The services to be performed and completed by NCG in preparation for, and furtherance of, the demolition of the Hotel Building, as more fully described in Section 3.B of this Agreement.

"Term": The term of this Agreement, as set forth in Section 7.A of this Agreement.

"Termination Date": The date that is one year after the Effective Date of this Agreement.

B. Rules of Construction.

1. **Capitalized Words and Phrases.** All capitalized words and phrases throughout this Agreement shall have the meanings set forth in Sections 1 and 2.A and the other provisions of this Agreement.

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

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

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

SECTION 3. PRE-DEMOLITION SERVICES.

A. Performance of Pre-Demolition Services to Date/Termination of Pre-Demolition Services Agreement. The Village acknowledges and agrees that NCG fully and diligently performed its obligations under the Pre-Demolition Services Agreement. The Parties mutually acknowledge the termination of the Pre-Demolition Services Agreement as of July 17,

2012.

B. Continuation of Pre-Demolition Services. In consideration of the agreement by the Village to suspend the issuance of the Demolition Notice to Proceed, as provided in Section 6.A of this Agreement, NCG shall, and does hereby agree to, continue to provide each of the following Pre-Demolition Services on the Hotel Property, and to commence the provision of each of the following Pre-Demolition Services on each of the Adjacent Properties, all at no cost to, and without any expectation or right to reimbursement from, the Village:

1. Security Services.

a. Continuing until the physical exterior demolition of the Hotel Building commences, provide building and property security around the exterior of the Hotel Building and on the Hotel Property and the Adjacent Properties, from dusk until dawn by a professional security company acceptable to the Village Manager ("*Security Company*").

b. Continuing through the completion of the physical demolition of the Hotel Building, not less than once from dusk until dawn, cause the entire exterior perimeter of the Hotel Building to be inspected by the Security Company (each a "*Perimeter Check*").

c. Written Security Reports.

i. Continuing through the completion of the physical demolition of the Hotel Building, cause to be delivered to the Village Chief of Police written reports identifying security incidents that occur on the Combined Property and abnormalities identified during a Perimeter Check, which reports must be filed within 24 hours after the incident or abnormality, but which need not be filed if no such incident occurs and no such abnormality is identified.

ii. During physical demolition of the Hotel Building, not less than once per calendar week, cause to be delivered to the Village Chief of Police written reports containing the results of all Perimeter Checks and identifying any and all security incidents occurring on the Combined Property during the preceding calendar week, whether or not any such incidents have occurred.

2. Fencing and Barriers.

a. Retain and maintain the existing demolition wire fence around the exterior of the Hotel Property, as depicted in **Exhibit A** attached to this Agreement.

b. Provide and maintain a physical barrier on the Combined Property in order to prohibit cut-through vehicular traffic between Touhy Avenue and Lincoln Avenue.

3. Rodent and Pest Control. Continuing throughout the Term of this

Agreement, implement a plan, acceptable to the Village Manager, for the control of, and elimination from, rodents and other pests on the Combined Property.

4. Garbage and Refuse. Continuing throughout the Term of this Agreement, cause all garbage, debris, refuse, and weeds to be removed as needed from the exterior of each of the Hotel Property and the Adjacent Properties.

5. Landscaping. Continuing throughout the Term of this Agreement, cause to be maintained all exterior landscaping on the Hotel Property and the Adjacent Properties as needed.

6. Appointment of NCG Representative. Concurrent with the execution of this Agreement, provide to the Village the name of a representative of NCG who is authorized to act on behalf of NCG for purposes of this Agreement, and a telephone number or numbers at which that representative can be reached 24 hours per day, 7 days per week.

C. Acknowledgment of Purpose. The Parties acknowledge and agree that: (1) all Pre-Demolition Activities to be completed pursuant to this Agreement will neither impede nor prevent the Village's ability to cause the demolition of the Hotel Building, or to pursue the demolition of the buildings on the Adjacent Properties, in the event that this Agreement is terminated and the Village has not approved all necessary Land Use Relief (as that term is defined in Section 5.B of this Agreement) for the Combined Property; and (2) all Pre-Demolition Activities are consistent with the Consent Decree and applicable law.

D. No Reimbursement. NCG acknowledges and agrees neither it nor any other party shall be entitled to reimbursement or credit from the Village for any cost or expense incurred in connection with the performance of any Pre-Demolition Service, even if this Agreement is terminated pursuant to Section 7 of this Agreement, and the Village ultimately performs, or causes to be performed, the demolition of the Hotel Building.

SECTION 4. DEMOLITION.

The Village acknowledges that the buildings on the Adjacent Properties have been demolished. NCG shall pursue, or cause to be pursued, all demolition on the Hotel Property in a diligent and expeditious manner, and in strict compliance with all applicable Village codes and ordinances.

A. Demolition. The demolition of the Hotel Building shall commence no more than 30 days after the issuance of a demolition permit by the Village. No later than April 1, 2014, NCG shall complete the demolition and removal of the Hotel Building from the Hotel Property; provided, however, that the grade level floor of those portions of the Hotel Building that have a basement directly below shall be demolished to no more than six inches above grade, with all protrusions and appurtenances removed to the same level, and all openings to the basement covered and sealed. The Village Board, in its sole and absolute discretion, may extend the deadline set forth in this Section 4.A by resolution duly adopted, and without further amendment of this Agreement.

B. Extension of Time to Comply with Certain Demolition Ordinance Requirements. NCG shall pursue, or cause to be pursued, all demolition on the Combined Property in a diligent and expeditious manner, and in strict compliance with all applicable Village codes and ordinances; provided, however, that in accordance with Village Ordinance No. 2013-3063, and so long as NCG strictly complies with and adheres to its requirements and obligations under this Agreement and applicable portions of the Village Code, the Village agrees to extend the time for the compliance by NCG of the following requirements of the Village Code until 30 days after the earlier to occur of either (a) the Termination Date, or (b) the date that NCG and the Village enter into a formal development agreement relating to the redevelopment of the Combined Property:

1. NCG shall not be required to remove curb cuts, concrete, or asphalt pavement from the Combined Property, as otherwise required by Section 14-14-11-7(A)(3) of the Village Code;

2. NCG shall not be required to spread topsoil on, or to seed or sod, the Combined Property, as otherwise required by Section 14-14-11-7(A)(8) of the Village Code so long as NCG levels and applies crushed stone to the building pads of all demolished portions of the Combined Property, except as provided in Section 4.A. above; and

3. NCG shall be permitted to keep the grade level slab of the Hotel Building directly over the basement areas of the Hotel Building in place, and shall not be required to backfill such basement areas, as otherwise required by Section 14-14-11-7(A)(2) of the Village Code.

Notwithstanding the postponement described in this Section 4.B and approved pursuant to Ordinance No. 2013-3063, NCG shall not permit standing water on any portion of the Combined Property.

C. Water Line Termination. Until 30 days after the earlier to occur of either (a) the Termination Date, or (b) the date that NCG and the Village enter into a formal development agreement relating to the redevelopment of the Combined Property, NCG shall have the right to terminate water service to the Combined Property at the buffalo box on the Hotel Property depicted on **Exhibit B**, attached to this Agreement. After such date, NCG shall otherwise terminate or realign such service in compliance with applicable Village codes and regulations, and with final engineering plans approved by the Village Engineer in connection with the redevelopment of the Combined Property.

D. Corner Feature. NCG agrees to work with the Village to provide, no later than 90 days after the Effective Date of this Agreement, at NCG's sole cost and expense, not to exceed \$12,500.00, an aesthetically pleasing and practical corner feature at the intersection of Touhy and Lincoln Avenues ("**Corner Feature**"). The Corner Feature shall be substantially consistent with the preliminary plans attached to this Agreement as **Exhibit C**, and in a final form to be approved by the Village Manager. The Corner Feature shall remain in place, and be maintained by NCG, throughout the demolition process and until it is replaced with a corner feature that is approved by the Village in conjunction with a new development on the Combined Property that has been approved by the Village.

E. **Tree and Bush Removal.** NCG agrees to trim and cut certain trees and bushes on the west side of the Combined Property as reasonably requested by the Village Forester.

SECTION 5. DEVELOPMENT AND USE OF THE COMBINED PROPERTY.

A. **Use Covenant.** NCG has executed and recorded against each of the Adjacent Properties a restrictive covenant which prohibits, unless the Village Board of Trustees in its sole and absolute discretion agrees otherwise, the use of the Adjacent Properties as of the Effective Date of this Agreement if either: (1) the Combined Property is not held in common, unified ownership; or (2) the Village has not approved a unified site or development plan for the Combined Property.

B. **Application for Land Use Relief.** On or before December 31, 2013, NCG shall prepare and submit all applications for all zoning, subdivision, and land use relief that may be necessary for the comprehensive and cohesive redevelopment of the Combined Property as a single, unified development (collectively, the "***Land Use Relief***"); provided, however, that the Village Board, in its sole and absolute discretion, may extend the deadline set forth in this Section 5.B by resolution duly adopted, and without further amendment of this Agreement. The Village shall cause all such applications to be promptly and expeditiously reviewed in accordance with applicable law; provided, however, that nothing in this Agreement shall be deemed or interpreted as requiring approval by the Village of any of the requested Land Use Relief or of any other requests by NCG for discretionary relief, approvals, permissions, or grants by the Village related to any or all of the Combined Property.

C. **Construction Prohibited.** Unless the Village Board of Trustees in its sole and absolute discretion agrees otherwise, NCG shall not perform, or allow to be performed, any construction on any portion of the Combined Property except: (1) upon the approval by the Village of all required Land Use Relief; and (2) in compliance with the approved Land Use Relief.

D. **Demolition Covenant.** In connection with the Original Agreement, NCG has executed and recorded against the Hotel Property a restrictive covenant, which provides that, the Village shall have the right to enter the Hotel Property and to demolish the Hotel Building, all without any further notice to NCG, and to record and foreclose a lien against the Hotel Property for all demolition costs, upon the occurrence of certain conditions ("***Demolition Covenant***"). NCG shall execute and record against the Hotel Property a modified Demolition Covenant, in a form to be approved by the Village Attorney, providing that the Village may exercise such rights to enter the Hotel Property, demolish the Hotel Building, and record and foreclose a lien against the Hotel Property if NCG either: (1) fails to submit all applications for the Land Use Relief on or before December 31, 2013 (or such extended deadline as may be approved by the Village Board in accordance with Section 5.B of this Agreement); (2) does not obtain all necessary Land Use Relief on or before the Termination Date; (3) fails to complete the demolition of the Hotel Building in accordance with Section 4.A of this Agreement; or (4) fails to diligently and expeditiously pursue all construction and development authorized and contemplated as part of any approved Land Use Relief.

SECTION 6. VILLAGE AGREEMENT.

In consideration of the agreement by NCG to perform and complete all of its obligations under this Agreement (including, without limitation, the Pre-Demolition Activities), the Village shall, and does hereby agree as follows:

A. **Suspension of Demolition Notice to Proceed.** So long as this Agreement remains in effect and has not been terminated pursuant to Section 7 of this Agreement, the Village shall refrain from issuing a Demolition Notice to Proceed to Delta pursuant to the Demolition Contract or otherwise take any action in furtherance of the demolition of the Hotel Building.

B. **Rescission of Demolition Contract.** Upon, but not before, the successful completion of the Pre-Demolition Activities required pursuant to Section 3.B.2 of this Agreement, the Village shall take all actions necessary to terminate the Demolition Contract and rescind all approvals granted in connection therewith.

SECTION 7. TERM.

A. **Term.** This Agreement shall be for a term commencing on the Effective Date of this Agreement, and terminating on the earlier to occur of: (1) the Termination Date; and (2) the occurrence of an Automatic Terminating Event as defined in Section 7.B of this Agreement.

B. **Automatic Early Termination.** Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other rights and remedies available pursuant to Section 8 of this Agreement, this Agreement shall automatically terminate upon the occurrence of any of the following (each an "*Automatic Terminating Event*"):

1. **Failure to Obtain Land Use Relief.** NCG fails to obtain all necessary Land Use Relief on or before the Termination Date.

2. **Failure to Comply.** NCG fails to comply with any of the terms or conditions of this Agreement, including, without limitation, performance of the Pre-Demolition Services, and fails to cure any such breach within five days after receipt of a written notice thereof from the Village.

3. **Sale of Property.** Unless the Village Board in its sole and absolute discretion agrees otherwise, NCG transfers ownership of all or any portion of the Combined Property to an unrelated third party in which NCG or its principals have no financial interest.

C. **Demolition as a Consequence of Termination.** Upon the termination of this Agreement for any of the reasons set forth in this Section 7, the Village shall have the right, without any further notice to NCG and without notice to, or authorization from, any court of law, to demolish, or cause to be demolished, the Hotel Building, unless the Village shall have approved, prior to the Termination Date, all necessary Land Use Relief.

SECTION 8. ENFORCEMENT.

A. **General.** The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, enforce this Agreement. NCG agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement.

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

SECTION 9. LIABILITY AND INDEMNITY OF VILLAGE.

A. **Indemnity.** NCG agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the terms and provisions of this Agreement; (ii) the Village's review and approval of any plans for the performance of the Pre-Demolition Activities; (iii) the issuance of any approval, permit, certificate, or acceptance for the Pre-Demolition Activities; and (iv) the performance by NCG of all of its obligations under this Agreement (including, without limitation, the Pre-Demolition Activities) ("**Indemnified Claims**"); provided, however, that this indemnity shall not apply to: (i) willful misconduct or gross negligence on the part of the Village; (ii) claims against the Village that are asserted pursuant to a contract that the Village has previously or hereafter enters into (other than the Pre-Demolition Services Agreement); or (iii) claims against the Village made as a result of the Village's breach of this Agreement.

B. **Defense Expense.** NCG shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

SECTION 10. PAYMENT 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, NCG shall be liable for the payment to the Village, promptly upon presentation of a written demand or demands therefor, of all legal and administrative fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Agreement and associated documents.. The Parties acknowledge and agree that, prior to the Effective Date of this Agreement, NCG has submitted to the Village a deposit in the amount of \$10,000, for the purpose of satisfying NCG's obligations under this Section 10. The Village agrees to promptly deliver to NCG statements that identify and summarize disbursements of such deposit, and to promptly return to NCG any sums on deposit which are not needed to satisfy NCG's obligations under this Section 10. Payment of all fees, costs, and expenses required

pursuant to this Section 10 shall be made by a certified or cashier's check, or wire transfer of funds.

SECTION 11. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 11.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the Village: Village of Lincolnwood
6900 North Lincoln Avenue
Lincolnwood, IL 60712
Attention: Village Manager

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

If to NCG: North Capital Group, LLC
8170 McCormick Boulevard, Suite 100
Skokie, IL 60076
Attention: Neal Stein

With a copy to: Ruben, Firsel & Ross, LLC
2801 Lakeside Dr., Suite 207
Bannockburn, IL 60015
Attention: Michael D. Firsel

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

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

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

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

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

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties, superseding any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

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

I. Amendments and Modifications. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by the Parties in accordance with all applicable statutory procedures. Notwithstanding the foregoing, whenever in this Agreement provision is made for the grant of a discretionary approval by the Village Board, such approval may be granted by the Village Board without amendment to this Agreement.

J. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Village or NCG.

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

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

Beryl Herman
Beryl Herman, Village Clerk

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

By: Timothy Wiberg
Timothy Wiberg
Its: Village Manager

ATTEST:

By: Christine Deet
Its: Deputy Clerk

NORTH CAPITAL GROUP, LLC,
an Illinois limited liability company

By: Paul Steir
Its: Principal

EXHIBIT A

DEPICTION OF FENCING ON HOTEL PROPERTY

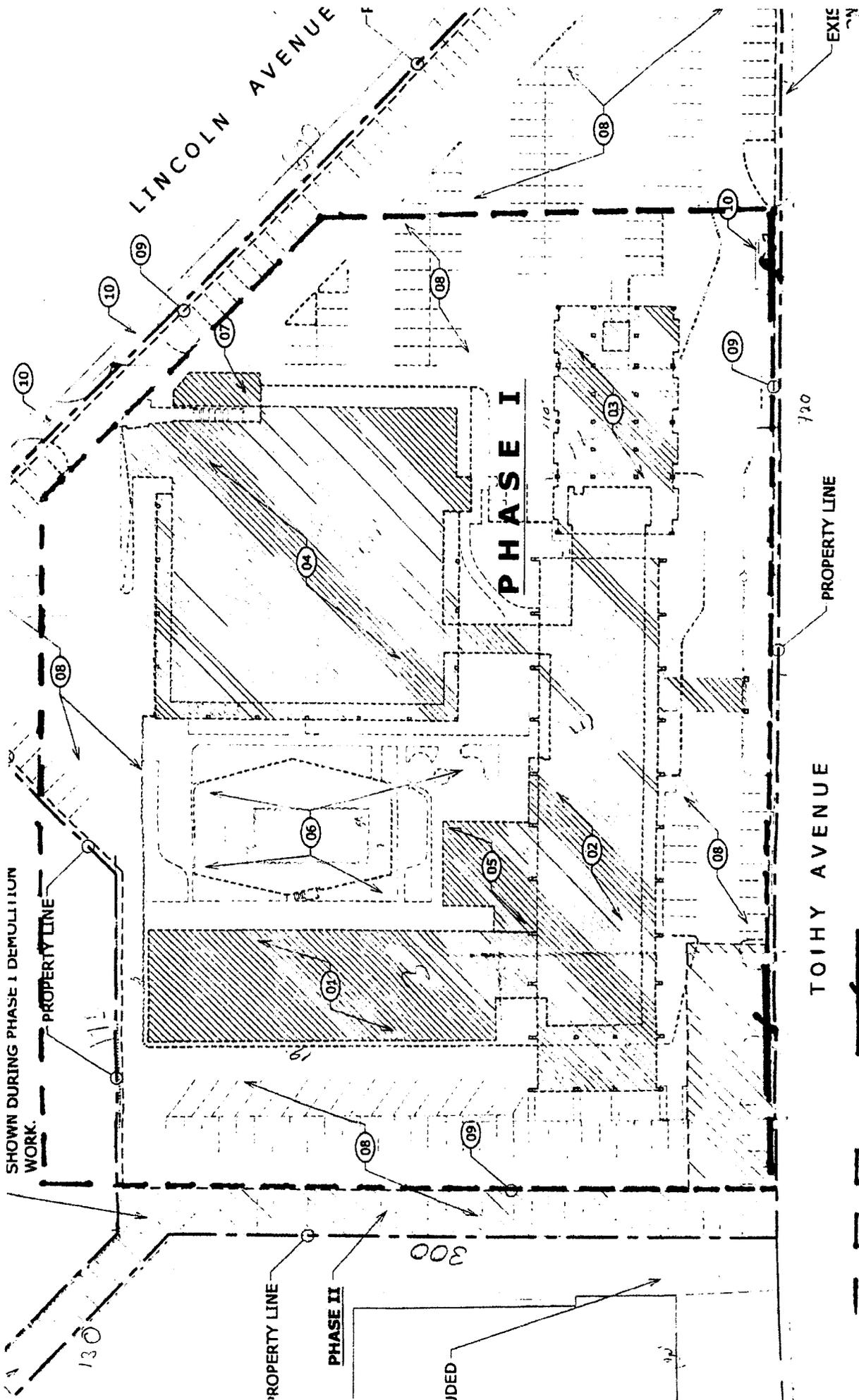


EXHIBIT A

EXHIBIT B

WATER LINE BUFFALO BOX LOCATION

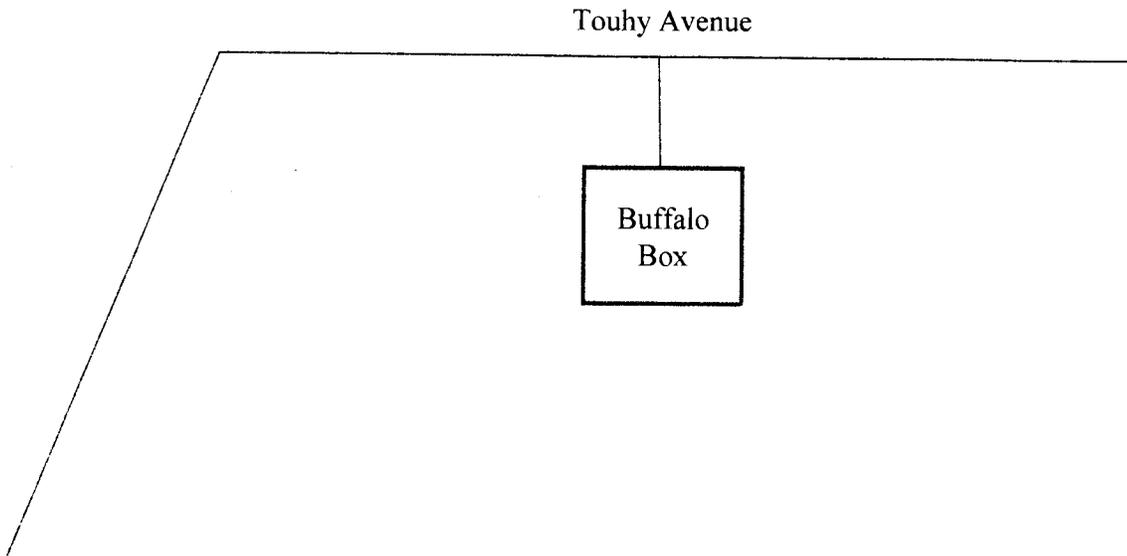
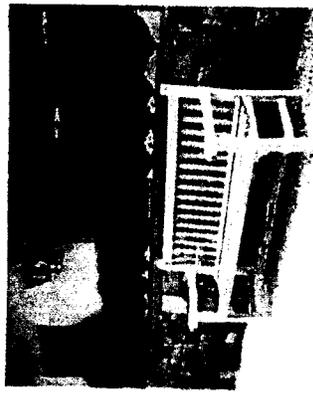


EXHIBIT C

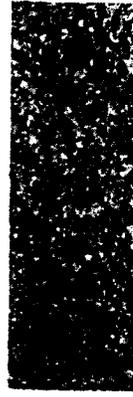
PLANS FOR CORNER FEATURE



DECORATIVE WOODEN BENCH OR SIMILAR



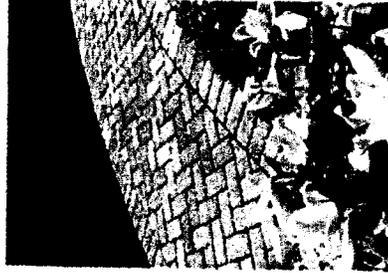
DECORATIVE CEDAR FENCE W/ TRELLIS PANELS OR SIMILAR



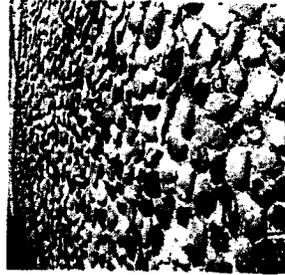
EXGENERATED GRANITE RED



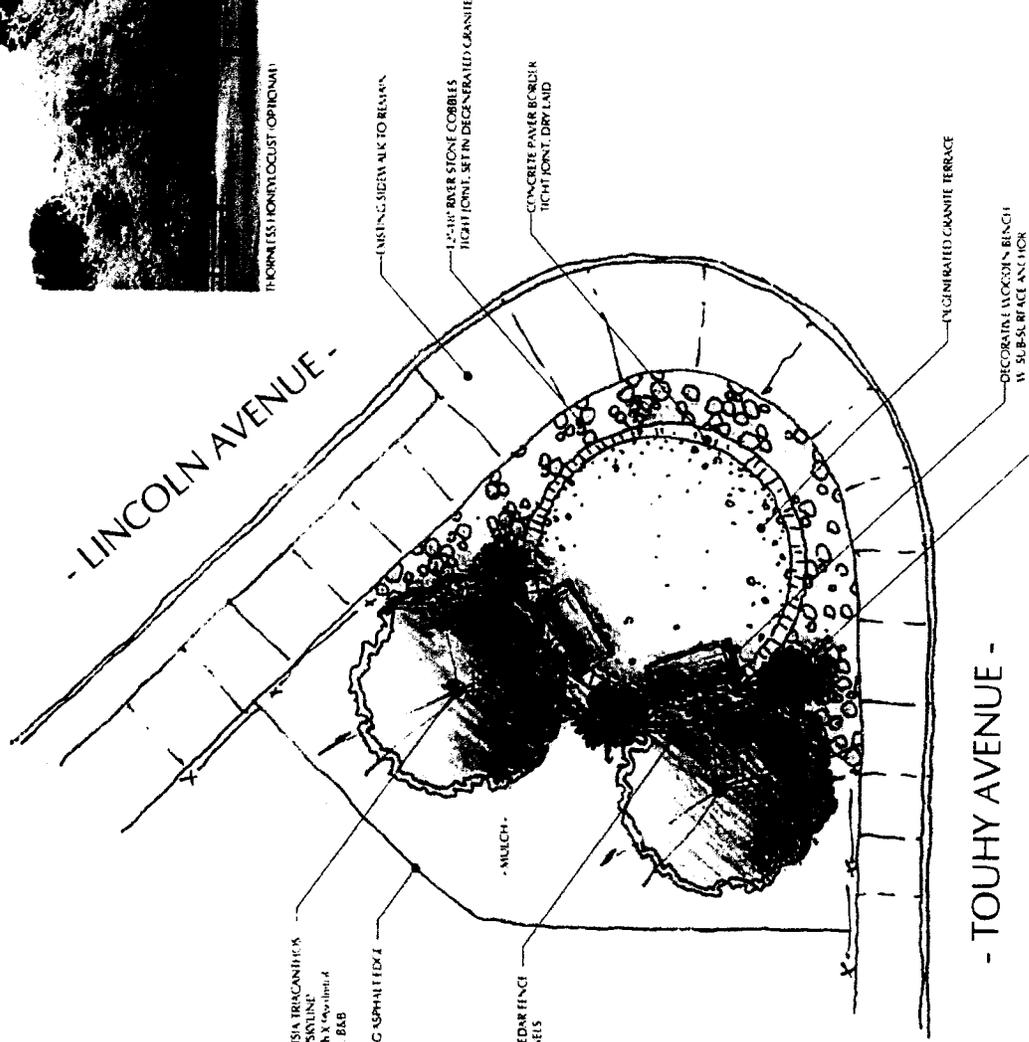
UPRIGHT EVERGREEN SHRUB



CONCRETE PAVER BORDER CHARCOAL



RIVER STONE COBBLES



QTY: 2
GLEDISIA TRIACANTHEA
VAR. INERANS SASTINE
P. 2, MAX. 10H X 6W
POSITION: S/S - BAB

EXISTING ASPHALT EDGE

DECORATIVE CEDAR FENCE
W/ TRELLIS PANELS

MULCH

EXISTING SIEVE 1/4\"/>

12\"/>

CONCRETE PAVER BORDER
TIGHT JOINT DRY LAY

EXGENERATED GRANITE TERRACE

DECORATIVE WOODEN BENCH
W/ SUB-SURFACE AND PICK

QTY: 1
JULIUSBURG JUNIPERS UNTR. BATTEN
P. 8 X 10, 10H X 10W
POSITION: S/S - BAB

PLEASE NOTE:
No signage shall be included in this site plan.



THE DESIGN & CONSTRUCTION ARCHITECTS
1000 N. LAUREL STREET, SUITE 100
CHICAGO, IL 60610
TEL: 312.467.1000
WWW.TDKA.COM



- TOUHY/LINCOLN CORNER LANDSCAPE ENHANCEMENT PLAN -

EXHIBIT C

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

ATTEST:

Beryl Herman
Beryl Herman, Village Clerk

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

By: *T. Wiberg*
Timothy Wiberg
Its: Village Manager

ATTEST:

By: *Cristine Deet*
Its: *Deputy Clerk*

NORTH CAPITAL GROUP, LLC,
an Illinois limited liability company

By: *Paul Steir*
Its: *Principal*

FIRST AMENDMENT TO PRE-DEVELOPMENT AGREEMENT

THIS IS A FIRST AMENDMENT ("*First Amendment*"), dated as of July 15, 2014, to a Restated Pre-Development Agreement ("*Agreement*") dated as of August 20, 2013, between the VILLAGE OF LINCOLNWOOD, an Illinois home rule municipal corporation ("*Village*"), and NORTH CAPITAL GROUP, LLC, an Illinois limited liability company ("*NCG*") (collectively, the Village and NCG are the "*Parties*").

IN CONSIDERATION OF the mutual covenants set forth in this First Amendment, the receipt and sufficiency of which are hereby acknowledged, the Village and NCG agree as follows:

SECTION ONE. RECITALS.

A. On August 20, 2013, the Village and NCG entered into the Agreement to memorialize their rights and responsibilities regarding: (i) the performance of certain services by NCG in preparation for, and furtherance of, the demolition of the Hotel Building; and (ii) the future redevelopment of the Hotel Property and the Adjacent Properties.

B. NCG has completed the demolition of the Hotel Building, in accordance with, and as required by, the Agreement.

C. Pursuant to Sections 4.B and 4.C of the Agreement, the Village has agreed to extend the time for NCG to comply with certain Village Code requirements related to the demolition on the Combined Property, until 30 days after the earlier to occur of either: (i) the Termination Date; or (ii) the date that NCG and the Village enter into a formal development agreement relating to the redevelopment of the Combined Property.

D. Pursuant to Section 2 of the Agreement, the Termination Date is August 20, 2014.

E. Since the Effective Date of the Agreement, NCG has worked diligently to secure the necessary Land Use Relief for the Combined Property.

F. As of the date of this First Amendment, NCG and the Village continue to work cooperatively concerning engineering and financial issues related to the proposed Land Use Relief and the redevelopment of the Combined Property.

G. In order to provide sufficient time for NCG and the Village to resolve all remaining issues relating to the Land Use Relief and the redevelopment of the Combined Property, the Parties mutually desire to amend the Agreement, pursuant to Section 11.I of the Agreement, to extend the Termination Date of the Agreement to February 20, 2015.

SECTION TWO. DEFINITIONS; RULES OF CONSTRUCTION.

A. **Definitions.** All capitalized words and phrases used throughout this First Amendment shall have the meanings set forth in the various provisions of this First Amendment.

If a word or phrase is not specifically defined in this First Amendment, it shall have the same meaning as in the Agreement.

B. Rules of Construction. Except as specifically provided and amended in this First Amendment, all terms, provisions and requirements contained in the Agreement shall remain unchanged and in full force and effect.

SECTION THREE. AMENDMENT OF AGREEMENT.

A. Section 2.A of the Agreement is hereby amended further to read as follows:

"SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

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

* * *

"Termination Date": The date that is ~~one year~~ **18 months** after the Effective Date of this Agreement."

B. Section 10 of the Agreement is hereby amended further to read as follows:

"SECTION 10. PAYMENT 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, NCG shall be liable for the payment to the Village, promptly upon presentation of a written demand or demands therefor, of all legal and administrative fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, and consideration, ~~and review of:~~ **(a) this Agreement, the First Amendment to this Agreement, and associated documents; (b) the Land Use Relief, and all final approval documents necessary in connection therewith; (c) the expansion of the Village's Lincoln-Touhy Tax Increment Financing District and Redevelopment Project Area to include the entirety of the Combined Property and other adjacent property; and (d) requests by NCG for tax increment financing and other economic incentives to be used in support of, or in connection with, the redevelopment of the Combined Property (including specifically, but without limitation, fees and expenses incurred by the Village's outside law firm, Holland & Knight, and the Village's financial consultant, Kane, McKenna and Associates, Inc.) (collectively, the "Reimbursable Costs")**. The Village agrees to promptly deliver to NCG statements that identify and summarize disbursements of such deposit, and to promptly return to NCG any sums on deposit which are not needed to satisfy NCG's obligations under this Section 10. Payment of all fees, costs, and expenses required pursuant to this Section 10 shall be made by a certified or cashier's check, or wire transfer of funds. **The Parties acknowledge and agree that the Village will periodically, but not more often than once every 30 days,**

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

send to NCG a combined invoice for all incurred Reimbursable Costs that have not yet been paid to the Village, which Reimbursable Costs must be paid to the Village pursuant to this Section 10."

SECTION FOUR. REPRESENTATIONS.

A. By the Village. The Village hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the Village President and Board of Trustees; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. By NCG. NCG hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have full authority to bind NCG to the obligations set forth in this First Amendment and to so act on behalf of NCG; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of NCG enforceable in accordance with its terms.

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

ATTEST:

Beryl Herman
Beryl Herman, Village Clerk

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

By: Timothy Wiberg
Its: Village Manager

ATTEST:

By: Christine Dech
Its: Deputy Village Clerk

NORTH CAPITAL GROUP, LLC
an Illinois limited liability company

By: real steni
Its: Principal

SECOND AMENDMENT TO PRE-DEVELOPMENT AGREEMENT

THIS IS A SECOND AMENDMENT ("*Second Amendment*"), dated as of February 3, 2015, to a Restated Pre-Development Agreement, dated as of August 20, 2013 ("*Original Agreement*"), between the VILLAGE OF LINCOLNWOOD, an Illinois home rule municipal corporation ("*Village*"), and NORTH CAPITAL GROUP, LLC, an Illinois limited liability company ("*NCG*") (collectively, the Village and NCG are the "*Parties*"), as amended by that certain First Amendment to Pre-Development Agreement dated July __, 2014 ("*First Amendment*") (collectively, the Original Agreement and the First Amendment are the "*Pre-Development Agreement*").

IN CONSIDERATION OF the mutual covenants set forth in this Second Amendment, the receipt and sufficiency of which are hereby acknowledged, the Village and NCG agree as follows:

SECTION ONE. RECITALS.

A. On August 20, 2013, the Village and NCG entered into the Pre-Development Agreement to memorialize their rights and responsibilities regarding: (i) the performance of certain services by NCG in preparation for, and furtherance of, the demolition of the Hotel Building; and (ii) the future redevelopment of the Hotel Property and the Adjacent Properties.

B. NCG has completed the demolition of the Hotel Building, in accordance with, and as required by, the Pre-Development Agreement.

C. Pursuant to Sections 4.B and 4.C of the Pre-Development Agreement, the Village has agreed to extend the time for NCG to comply with certain Village Code requirements related to the demolition on the Combined Property, until 30 days after the earlier to occur of either: (i) the Termination Date; or (ii) the date that NCG and the Village enter into a formal development agreement relating to the redevelopment of the Combined Property.

D. Pursuant to Section 2 of the Pre-Development Agreement, the Termination Date is February 20, 2015.

E. Since the Effective Date of the Pre-Development Agreement, NCG has worked diligently to secure the necessary Land Use Relief for the Combined Property.

F. As of the date of this Second Amendment, NCG and the Village continue to work cooperatively concerning the proposed Land Use Relief and the redevelopment of the Combined Property.

G. In order to provide sufficient time for NCG and the Village to resolve all remaining issues relating to the Land Use Relief and the redevelopment of the Combined Property, the Parties mutually desire to amend the Pre-Development Agreement, pursuant to Section 11.I of the Pre-Development Agreement, to extend the Termination Date of the Pre-Development Agreement to February 20, 2016.

✓

SECTION TWO. DEFINITIONS; RULES OF CONSTRUCTION.

A. **Definitions.** All capitalized words and phrases used throughout this Second Amendment shall have the meanings set forth in the various provisions of this Second Amendment. If a word or phrase is not specifically defined in this Second Amendment, it shall have the same meaning as in the Pre-Development Agreement.

B. **Rules of Construction.** Except as specifically provided and amended in this Second Amendment, all terms, provisions and requirements contained in the Pre-Development Agreement shall remain unchanged and in full force and effect.

SECTION THREE. AMENDMENT OF PRE-DEVELOPMENT AGREEMENT.

A. Section 2.A of the Pre-Development Agreement is hereby amended further to read as follows:

"SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

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

* * *

"Termination Date": ~~The date that is 18 months after the Effective Date of this Agreement~~ **February 20, 2016.**

B. Section 10 of the Pre-Development Agreement is hereby amended further to read as follows:

"SECTION 10. PAYMENT 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, NCG shall be liable for the payment to the Village, promptly upon presentation of a written demand or demands therefor, of all legal and administrative fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, and consideration of: (a) this Agreement, the First Amendment to this Agreement, **the Second Amendment to this Agreement, all subsequently-executed amendments to this Agreement,** and associated documents; (b) the Land Use Relief, and all final approval documents necessary in connection therewith; (c) the expansion of the Village's Lincoln-Touhy Tax Increment Financing District and Redevelopment Project Area to include the entirety of the Combined Property; and (d) requests by NCG for tax increment financing and other economic incentives to be used in support of, or in connection with, the redevelopment of the Combined Property (collectively, the "*Reimbursable Costs*"). The Parties acknowledge and agree that, prior to the Effective Date of this Agreement, NCG has submitted to the Village a deposit in the amount of \$10,000, for the purpose of satisfying NCG's obligations under this

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

Section 10. The Village agrees to promptly deliver to NCG statements that identify and summarize disbursements of such deposit, and to promptly return to NCG any sums on deposit which are not needed to satisfy NCG's obligations under this Section 10. Payment of all fees, costs, and expenses required pursuant to this Section 10 shall be made by a certified or cashier's check, or wire transfer of funds. The Parties acknowledge and agree that the Village will periodically, but not more often than once every 30 days, send to NCG a combined invoice for all incurred Reimbursable Costs that have not yet been paid to the Village, which Reimbursable Costs must be paid to the Village pursuant to this Section 10."

SECTION FOUR. REPRESENTATIONS.

A. **By the Village.** The Village hereby represents and warrants that: (1) the persons executing this Second Amendment on its behalf have been properly authorized to do so by the Village President and Board of Trustees; (2) it has full power and authority to execute and deliver this Second Amendment and to perform all of its obligations imposed pursuant to this Second Amendment; and (3) this Second Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. **By NCG.** NCG hereby represents and warrants that: (1) the persons executing this Second Amendment on its behalf have full authority to bind NCG to the obligations set forth in this Second Amendment and to so act on behalf of NCG; (2) it has full power and authority to execute and deliver this Second Amendment and to perform all of its obligations imposed pursuant to this Second Amendment; and (3) this Second Amendment constitutes a legal, valid and binding obligation of NCG enforceable in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

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

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

ATTEST:

Beryl Herman
Beryl Herman, Village Clerk

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

By: T. Wiberg
Timothy Wiberg
Its: Village Manager

ATTEST:

By: _____
Its: _____

NORTH CAPITAL GROUP, LLC
an Illinois limited liability company

By: Paul Steiner
Its: Principal

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



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., FEBRUARY 16, 2016**

AGENDA

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Village Board Minutes – February 2, 2016

V. Warrant Approval

VI. Village President's Report

1. Referral of School District 74's Zoning Code Text Amendment to the Plan Commission

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

1. Approval of a Resolution Authorizing the Renewal of a Three Year Agreement for a Prime Rate Interface and a One Year Agreement for Local and Long Distance Telephone Services with Call One through the Suburban Purchasing Cooperative (Appears on the Consent Agenda Because it is through a Joint Purchasing Cooperative)
2. Approval of an Ordinance Amending Article 3 of Chapter 11 (Dog Regulations) of the Municipal Code (Appears on the Consent Agenda Because it was Approved at a Committee of the Whole Meeting)
3. Approval of a Resolution to Authorize the Execution of a Contract with MG Mechanical Service Inc. of Woodstock, Illinois for the Replacement of the Public Works Air Handler Unit in the Amount of \$23,500 (Appears on the Consent Agenda Because it is the Lowest Qualified Bidder)
4. Approval of an Ordinance in Case #PC-11-15 to Adopt an Ordinance Amendment the Zoning Code Regarding "Short-Term Rental Property" (Appears on the Consent Agenda Because it was Approved at a Previous Village Board Meeting)

VIII. Regular Business

5. Consideration of a Request to Transfer an Ordinance Granting a Special Use Permit to Operate a Package Goods Liquor Store at 6929 North Lincoln Avenue

6. Consideration of a Referral to the Plan Commission to Convene a Public Hearing for a Proposed Zoning Code Text Amendment Concerning Off-Premises Signs
7. Consideration of a Recommendation by the Parks and Recreation Board to Adopt an Ordinance, Waiving Section 6-3-2(B) Governing Park Hours, Section 9-1-3 Requiring the Issuance of Business Licenses and 6-3-9(I) Prohibiting Gambling, allowing the Friends of the Community Center to Hold Lincolnwood Fest 2016 on July 21-24
8. Consideration of a Resolution Approving a Request by North Capital Group to Extend the Second Amendment to the Pre-Development Agreement Regarding Property Located at 4500 Touhy Avenue and Adjacent Properties at 4560 Touhy and 7350 Lincoln Avenue, Commonly Referred to as the Purple Hotel Site

IX. Manager's Report

X. Board, Commission, and Committee Reports

XI. Village Clerk's Report

XII. Trustee Reports

XIII. Public Forum

XIV. Adjournment

DATE POSTED: February 12, 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
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
FEBRUARY 2, 2016**

DRAFT

Call to Order

President Pro Tem Elster called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:30 P.M., Tuesday, February 2, 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 Pro Tem Elster, Trustees Patel, Cope, Spino, Klatzco

ABSENT: Trustee Bass

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Steven Elrod, Village Attorney; Aaron Cook, Acting Community Development Director; Amanda Pazdan, Management Analyst; Robert LaMantia, Police Chief; Charles Greenstein, Village Treasurer.

Approval of Minutes

The minutes of the January 19, 2015 Village Board Meeting were distributed and examined in advance. Trustee Cope moved to approve the minutes as corrected. The motion was seconded by Trustee Spino. The motion passed by voice vote.

Warrant Approval

Trustee Klatzco moved to approve warrants in the amount of \$1,042,312.71. The motion was seconded by Trustee Cope.

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

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

NAYS: None

The motion passed. The warrants were approved.

Village President's Report

1. Proclamation Regarding Dental Health Month

President Pro-Tem Elster read this proclamation and presented it to Sergeant Schenita Stewart of the Lincolnwood Police Department.

2. Retirement of Police Sergeant Mike Cahill

Sergeant Cahill's retirement date was January 4, 2016, after serving Lincolnwood for 24 years.

Chief LaMantia invited Sergeant Cahill to join him at the podium, where the Chief introduced the Cahill family.
He then spoke.

Michael Cahill attended the University of Wisconsin, Whitewater and the University of Iowa before he enlisted in the United States Army in 1988. During his military career Mike was a member of the very prestigious 82nd Airborne Golden Knights Parachute Team and made over 1,500 jumps in five years.

Mike began his career in law enforcement on January 3, 1992, when he joined the Lincolnwood Police Department.

He has served as a certified:
Range Officer, Field Training Officer, Bicycle Patrol Officer and Evidence Technician

Is certified by the State of Illinois to instruct:
Responding to an Active Shooter (Patrol Rapid Deployment), Scenario Based Training (Simulations), Pepper Spray (Oleoresin Capsicum), Baton, Basic and Advanced SWAT Techniques, Room Clearing Techniques, Hostage Rescue, High Risk Warrant Service and Ballistic Shield Techniques.

Mike earned the American Legion Post 1226 2010 Police Officer of the Year Award and shared the award in 2004.

Mike has earned a total of 12 Honorable Mentions, 43 Commendatory Letters, 31 Complimentary Letters and Notable Performance Memorandums. He received four Department Commendations, four Unit Citations and was recognized by the Alliance Against Intoxicated Motorists (AAIM). Mike has received recognition for arrests involving everything from Armed Robbery, Bank Robbery, Residential Burglary, Motor Vehicle Theft, Theft, Attempted Suicide to simple acts of public service.

In 2004, Mike received a Commendation Medal from the Northern Illinois Police Alarm System (NIPAS) Emergency Services, Team (EST) for his role in a Hostage Rescue Mission in a neighboring community. The award was for “outstanding performance, courage and teamwork that had a direct influence on the successful completion of the mission”. Mike and his team saved a person who had been kidnapped and held hostage for 13 days.

In 2005, Mike along with several other Lincolnwood police officers responded to Louisiana following the catastrophic losses caused by Hurricane Katrina. During his two week assignment, his duties included high risk patrol, search and recovery and escort protection for urban search and rescue teams.

In 2006, Mike earned the Medal of Valor from the NIPAS EST for demonstrating exceptional tactical discipline, judgment, courage and teamwork while operating in an extremely dangerous environment which involved the containment of an armed and barricaded gunman in the Village of Lincolnwood.

In 2008, Mike received a Joint Operations Award from City of Chicago Office of Emergency Management for his contribution to the City’s Election Night Activities at the Grant Park President Elect Barak Obama Event.

In 2015, Mike earned the 2015 Illinois Tactical Officers Association Stryker Award Meritorious Service Medal in recognition of his dedication, technical expertise and outstanding efforts as a member of the NIPAS Emergency Services Team.

The chief stated that Mike’s character is based on the following qualities:
Work Ethic, Responsibility, Leadership and Integrity.

He thanked Sergeant Cahill for his 24 years of devoted service and wished him and his family the very best of health and happiness.

Consent Agenda

President Pro-Tem Elster introduced the Consent Agenda which was presented by PowerPoint as follows:

1. **Approval of a Resolution Authorizing an Agreement with Quinlan Alarm Systems, Inc., for the Installation of a Security System and the Performance of Maintenance and Support Services in the Amount of \$83,507.64**
2. **Approval of an Ordinance in Case #ZB-04-15 to Grant a Rear Yard Setback Variation for a Deck at the Property Located at 5080 West North Shore Avenue**
3. **Approval of an Ordinance in Case #PC-13-15 Amending Section 7.06 of the Zoning Ordinance Regarding Off-Street Parking in Required Yards**
4. **Approval of an Ordinance 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**

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

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

Regular Business

5. **Consideration of a Recommendation by the Plan Commission in Case #PC-11-15 to Adopt an Ordinance Amending the Zoning Code Regarding “Short-Term Rental Property”**

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

Background

- Village has received calls regarding several residential properties used as short-term rentals
- Typically rented by property owners to guests for use on a temporary basis
- Rental by transient guests most similar to Hotel or Motel use
- Purpose of review to clarify intent of Zoning Code relative short term rental

Hearing Process

*September 2, 2015

- Plan Commission begins deliberations

*November 4 and December 2, 2015

- Plan Commission continues deliberation

*January 6, 2016

- Plan Commission concludes deliberation. Makes recommendation to Village Board

*Testimony Received from:

- Howard Handler, North Shore Barrington Association of Realtors
- Donald Gelfund, 7310 North Tripp Avenue
- Charles Halevi, 4224 West Pratt Avenue

Plan Commission Deliberation

*Commission opened with review and discussion of regulation alternatives as presented by Village Attorney

*Commission generally found that “Short Term Rental Property” should be regulated by Zoning Code

*Commission provided direction to Village Attorney on desired Amendments

- Commissioner Sampen indicated outright prohibition too restrictive and recommended Special Use
- Commission desired prohibition of use with several exceptions

*Commission reviewed draft Amendment, added to exceptions and made recommendation

Plan Commission Recommendation

*By 6 – 1 Vote, Commission recommends a Zoning Code Text Amendment to Prohibit “Short Term Rental Property” and establish additional standards

- Recommended Changes to Zoning Code Section 2.02, Section 4.04, Table 4.01.1, Section 4.06 and Section 4.07

*Dissenting vote cast by Commissioner Jakubowski due to belief that recommended standards too restrictive, however he stated his general support for regulating the use

Recommended Definitions

*Short Term Rental Property – A building or portion thereof that is held out for rent, for overnight lodging for transient guests, for a period shorter than 30 consecutive days

- Recommendation includes modifications to existing definitions for purpose of distinguishing traditional residential dwellings

Additional Standards

Residential Business and Office Districts

“Short-Term Rental Properties. No property within any residential district may be used more than once per calendar year as a short term rental property, except as follows:

- a. Pursuant to a rental agreement executed pursuant to, or in conjunction with, a contract to sell the real estate on which the short-term rental property is located, for rental to the seller of the real estate;
- b. For rental to permanent Village residents who have been displaced from their permanent dwelling units due to repair or renovations;

- c. For the provision of overnight lodging to guests of permanent Village residents other than the owner of the short-term rental property; or
- d. By owners who can demonstrate, to the satisfaction of the Village Manager, that they will suffer a demonstrable financial hardship if use of the property for a short-term rental property is prohibited. No property may be used as a short-term rental property pursuant to this Section 4.06(4)d prior to approval by the Village Manager and ratification by the Village President and Board of Trustees”

Discussion and questions ensued.

Trustee Cope questioned Special Use as indicated by the Plan Commission.

Trustee Klatzco is in favor of items a and b.

Trustee Spino is approves of a and b, but not c and d.

Trustee Patel stated that advertising is a problem, the Plan Commission did not discuss rental of individual rooms, wishes additional clarification of repercussions to property owners.

Trustee Cope questioned if there could be 12 - 30 day rentals in one year of one property.

Mr. Wiberg stated that one year ago a home was rented for one night for a Super Bowl Party.

Trustee Cope moved to recommend preparation of an Ordinance adopting the Plan Commission’s recommendation without items a, b, c, d. The motion was seconded by Trustee Patel.

Trustee Patel stated that there is no way for the Village to keep track of these rentals. Attorney Elrod added that Village enforcement is complaint based.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed .

Manager’s Report

Mr. Wiberg: Village Hall will be closed on Monday, February 15 for President’s Day.

Board and Commissions Report

None

Village Clerk’s Report

Just a reminder regarding voter registration: Citizens may register to vote in the March 15 primary, until February 16.

Thanks to the staff at Lincolnwood Place and the Manor who were so helpful during registration at their facilities. Over 40 voters were registered.

Trustees Reports

Trustee Patel spoke of the Legislative Brunch he attended. Discussed were the effects that lack of state budget will have on all municipalities.

Trustee Klatzco announced the Human Relations Commission meeting on Monday, February 8th at 7:00 P.M. and urged all residents to consider attending

Public Forum

None

Adjourn to Closed Session

At 8:35 P.M., Trustee Cope made a motion to adjourn to Closed Session to discuss employment matters 2(c) (1). Trustee Spino seconded the motion.

Upon Roll Call the Results were:

AYES: Trustees Spino, Klatzco, Cope, Patel, President Pro-Tem Elster

NAYS: None

The motion passed.

Reconvene Open Session of the Regular Meeting

At 8:41 P.M., President Pro-Tem Elster reconvened the Regular Meeting.

Adjournment

At 8:41 P.M., Trustee Cope moved to adjourn the Village Board Meeting. The motion was seconded by Trustee Patel.

The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: February 12, 2016

The following are the totals for the List of Bills being presented at the February 16th Village Board meeting.

02/16/2016	277,801.06
02/16/2016	70,343.03
02/16/2016	29,955.31
02/16/2016	347,670.29
Total	<hr/> \$ 725,769.69

Accounts Payable

To Be Paid Proof List

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Ace Hardware Skokie					
ACEHRDS					
197696	1/25/2016	96.05	0.00	02/16/2016	
660-620-519-5730 Program supplies					
Bolts, nuts, washers for Water Dept					
197696 Total:		96.05			
Ace Hardware Skokie Tota		96.05			
Arrow Road Construction Co					
ARROWROA					
56862MB	1/22/2016	1,186.86	0.00	02/16/2016	
213-000-561-5340 Engineering					
UPM Cold patch material for potholes					
56862MB Total:		1,186.86			
Arrow Road Construction C		1,186.86			
Chicago Tribune					
CHGOTRIB					
3904515	1/19/2016	24.29	0.00	02/16/2016	
101-400-511-5620 Books & publications					
Bid for Air handler					
3904515 Total:		24.29			
3918560	1/25/2016	81.09	0.00	02/16/2016	
101-400-511-5620 Books & publications					
Bid for Shelter roof					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
3918560 Total:		81.09			
Chicago Tribune Total:		105.38			
Dallas Midwest DALLASMI EC077579-OFM	1/20/2016	548.00	0.00	02/16/2016	Desk for GIS Specialist
660-620-519-5730 Program supplies					
EC077579-OFM Total:		548.00			
Dallas Midwest Total:		548.00			
Dille, Grace DILLE 12816	1/28/2016	1,200.00	0.00	02/16/2016	Graphic design - Day Camp brochure
205-500-515-5599 Other contractual					
12816 Total:		1,200.00			
Dille, Grace Total:		1,200.00			
Emcor Services Team Mechanical Inc EMCOR 3050389	1/25/2016	787.13	0.00	02/16/2016	Labor and material to replace thermostat
101-420-511-5405 R&M - buildings					
3050389 Total:		787.13			
Emcor Services Team Mec		787.13			
FSCI Corporate Office FSCI 2015-1752	1/22/2016	467.00	0.00	02/16/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-240-517-5399	Other professional services				3550 W Pratt
	2015-1752 Total:	467.00			
2015-1789	1/22/2016	187.00	0.00	02/16/2016	
101-240-517-5399	Other professional services				6942 Kenton
	2015-1789 Total:	187.00			
2015-1790	1/22/2016	222.00	0.00	02/16/2016	
101-240-517-5399	Other professional services				6952 Keating
	2015-1790 Total:	222.00			
	FSCI Corporate Office Tot	876.00			
Golf Mill Ford					
GOLFMILL					
3899994P	1/7/2016	85.08	0.00	02/16/2016	
101-300-512-5480	R&M - vehicles				Link for Squad 214
	3899994P Total:	85.08			
390001P	1/7/2016	76.25	0.00	02/16/2016	
101-420-511-5480	R&M - vehicles				Tune up parts for Truck 75
	390001P Total:	76.25			
39000P	1/7/2016	4.86	0.00	02/16/2016	
101-300-512-5480	R&M - vehicles				Nut for Squad 214
	39000P Total:	4.86			
390090P	1/8/2016	117.79	0.00	02/16/2016	
101-300-512-5480	R&M - vehicles				Filters for Police Vehicles
	390090P Total:	117.79			
390402P	1/14/2016	10.00	0.00	02/16/2016	
101-300-512-5480	R&M - vehicles				Screws for Police vehicles

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
		10.00			
390402P Total:					
390458P	1/14/2016	27.48	0.00	02/16/2016	
101-300-512-5480 R&M - vehicles					Wire assembly for Police vehicles
		27.48			
390458P Total:					
CM376785P	6/1/2015	-97.06	0.00	02/16/2016	
101-300-512-5480 R&M - vehicles					Credit
		-97.06			
CM376785P Total:					
		224.40			
Golf Mill Ford Total:					
Grainger					
GRAINGER					
9005810115	1/22/2016	48.41	0.00	02/16/2016	
101-420-511-5405 R&M - buildings					Air gap for VH
		48.41			
9005810115 Total:					
		48.41			
Grainger Total:					
Illinois Fire Chiefs Association					
ILFIREC					
16-733	1/18/2016	450.00	0.00	02/16/2016	
101-350-512-5570 Professional associations					2016 Membership dues
		450.00			
16-733 Total:					
		450.00			
Illinois Fire Chiefs Associa					
		450.00			
Lawson Products Inc					
LAWSNPRO					
9303831559	1/20/2016	350.53	0.00	02/16/2016	
101-410-511-5730 Program supplies					Shop supplies

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	9303831559 Total:	350.53		
	Lawson Products Inc Total	350.53		
Lowe's Business Acc/GECE				
LOWES				
02870	1/15/2016	39.15	0.00	02/16/2016
	205-571-515-5535 Facility rental			Community Center paint
	02870 Total:	39.15		
05833	1/28/2016	17.04	0.00	02/16/2016
	101-350-512-5799 Other materials & supplies			Hooks
	05833 Total:	17.04		
10212	1/20/2016	43.85	0.00	02/16/2016
	101-350-512-5799 Other materials & supplies			Tape, paint, stoppers
	10212 Total:	43.85		
16019	1/25/2016	26.70	0.00	02/16/2016
	205-430-515-6350 Park Construction & Improvem			Grinding blades for shelter door
	16019 Total:	26.70		
2595	1/26/2016	24.15	0.00	02/16/2016
	205-430-515-6350 Park Construction & Improvem			Grinding blades for shelter door
	2595 Total:	24.15		
2683	1/27/2016	28.75	0.00	02/16/2016
	205-430-515-6350 Park Construction & Improvem			Cement
	2683 Total:	28.75		
	Lowe's Business Acc/GEC	179.64		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
MATIS				
1953	2/1/2016	783.27	0.00	02/16/2016
101-350-512-5799	Other materials & supplies			Wire, bulbs, panel lights, battery
	1953 Total:	783.27		
	M.A.T.I.S Parts Total:	783.27		
MES - Illinois				
MESI				
710018_SNV	1/27/2016	4,269.00	0.00	02/16/2016
101-350-512-5665	Firefighting supplies			Fire Hose
	710018_SNV Total:	4,269.00		
	MES - Illinois Total:	4,269.00		
Moran, Thomas				
MORANTO				
040316	2/1/2016	370.00	0.00	02/16/2016
205-000-210-2430	Parks and Recs Control Deposi			Refund - Community Center rental
	040316 Total:	370.00		
	Moran, Thomas Total:	370.00		
Paramedic Services of Illinois				
PARAMEDI				
4691	2/1/2016	227,124.54	0.00	02/16/2016
101-350-512-5220	Fire protection			Services rendered month ended 2/29/2016
	4691 Total:	227,124.54		
	Paramedic Services of Illin	227,124.54		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Quinlan Security Systems					
QUINLANS					
17903	2/2/2016	20,000.00	0.00	02/16/2016	
101-250-511-5340	Maintenance Expen				Security System Equipment and Maintenance Contract
17903	2/2/2016	12,500.00	0.00	02/16/2016	
101-250-511-6530	Equipment - data processing				Security System Equipment and Maintenance Contract
17903	2/2/2016	3,994.81	0.00	02/16/2016	
660-610-519-5340	Maintenance Agreement Expen				Security System Equipment and Maintenance Contract
	17903 Total:	36,494.81			
	Quinlan Security Systems T	36,494.81			
Sam's Club					
SAMSCCL					
1202016	1/20/2016	122.93	0.00	02/16/2016	
205-520-515-5645	Concessions & food				Club Kid snack
1202016	1/20/2016	8.98	0.00	02/16/2016	
205-520-515-5730	Program supplies				Club Kid supplies
1202016	1/20/2016	34.29	0.00	02/16/2016	
205-504-515-5730	Program supplies				Daddy Daughter supplies
	1202016 Total:	166.20			
	Sam's Club Total:	166.20			
Sauber Mfg. Com					
SAUBER					
PS1172782	1/7/2016	1,137.00	0.00	02/16/2016	
101-440-513-5460	R&M - Public Works Equipme				Unit inspections and testing for Truck #1 & 6
	PS1172782 Total:	1,137.00			
	Sauber Mfg. Com Total:	1,137.00			

Suburban Laboratories, Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
<hr/>					
SUBURB					
131057	1/25/2016	120.00	0.00	02/16/2016	
660-620-519-5320 Consulting					Coliform testing and disinfectant
	131057 Total:	<u>120.00</u>			
	Suburban Laboratories, Inc	120.00			
Welding Supply Inc.					
WELDINGS					
894917	1/31/2016	6.57	0.00	02/16/2016	
205-571-515-5730 Program supplies					Helium tank - February
894917	1/31/2016	6.57	0.00	02/16/2016	
101-350-512-5730 Program supplies					Argon tank - February
	894917 Total:	<u>13.14</u>			
	Welding Supply Inc. Total:	13.14			
Woodward Printing Services					
WOODWARD					
Camp2016	1/29/2016	869.76	0.00	02/16/2016	
205-500-515-5560 Printing & copying services					Postage for Day camp brochure
	Camp2016 Total:	<u>869.76</u>			
	Woodward Printing Service	869.76			
Work' N Gear, LLC					
WRKNGEAR					
HA56123	1/19/2016	103.00	0.00	02/16/2016	
101-440-513-5070 Uniform allowance					Clothing allowance
	HA56123 Total:	<u>103.00</u>			
HA56131	1/19/2016	97.47	0.00	02/16/2016	
101-440-513-5070 Uniform allowance					Clothing allowance

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
HA56131	1/19/2016	200.47	0.00	02/16/2016
660-620-519-5070				Uniform allowance
				Clothing allowance
	HA56131 Total:	297.94		
	Work' N Gear, LLC Total:	400.94		
	Report Total:	277,801.06		

Accounts Payable

To Be Paid Proof List

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Aclara Technologies					
ACLARA					
15001839	1/14/2016	10,221.00	0.00	02/16/2016	
660-610-519-5340	Maintenance Agreement Expen				Software Maintenance Agreement annual renewal
	15001839 Total:	10,221.00			
	Aclara Technologies Total:	10,221.00			
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10474044-01	1/19/2016	693.50	0.00	02/16/2016	
205-571-515-5535	Facility rental				Community Center LED Interior lights
	10474044-01 Total:	693.50			
	Active Electrical Supply C	693.50			
Amazon					
AMAZON					
114141561672	12/15/2015	4.99	0.00	02/16/2016	
101-400-511-5741	Green Initiatives				Office supplies
	114141561672 Total:	4.99			
114143095528	12/15/2015	9.98	0.00	02/16/2016	
101-400-511-5741	Green Initiatives				Office supplies

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	114143095528 Total:	9.98		
114143373822	12/15/2015	5.72	0.00	02/16/2016
101-400-511-5741	Green Initiatives			Office supplies
	114143373822 Total:	5.72		
114145802082	12/15/2015	5.72	0.00	02/16/2016
101-400-511-5741	Green Initiatives			Office supplies
	114145802082 Total:	5.72		
114148255389	12/15/2015	9.98	0.00	02/16/2016
101-400-511-5741	Green Initiatives			Office supplies
	114148255389 Total:	9.98		
114148869938	12/15/2015	5.72	0.00	02/16/2016
101-400-511-5741	Green Initiatives			Office supplies
	114148869938 Total:	5.72		
114149922236	12/15/2015	9.98	0.00	02/16/2016
101-400-511-5741	Green Initiatives			Office supplies
	114149922236 Total:	9.98		
124700183477	12/15/2015	231.48	0.00	02/16/2016
101-000-210-2650	Contractor Permits Payable			Printer
	124700183477 Total:	231.48		
126971925526	1/7/2016	23.76	0.00	02/16/2016
101-400-511-5700	Office supplies			Desk calendars
	126971925526 Total:	23.76		
161547618997	12/12/2015	71.29	0.00	02/16/2016
101-210-511-5700	Office supplies			Office supplies
	161547618997 Total:	71.29		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
191071244762	12/23/2015	71.29	0.00	02/16/2016
101-210-511-5700 Office supplies				Anti Fatigue Mat
	191071244762 Total:	71.29		
229880307248	1/4/2016	23.76	0.00	02/16/2016
101-400-511-5700 Office supplies				Desk calendars
	229880307248 Total:	23.76		
301378305395	1/4/2016	6.99	0.00	02/16/2016
101-400-511-5730 Program supplies				HDMI Cable
	301378305395 Total:	6.99		
87583636646	12/17/2015	6.09	0.00	02/16/2016
101-400-511-5730 Program supplies				Extension cable
	87583636646 Total:	6.09		
87583640266	12/17/2015	94.95	0.00	02/16/2016
101-250-511-6530 Equipment - data processing				Docking station
87583640266	12/17/2015	47.97	0.00	02/16/2016
101-400-511-5730 Program supplies				Cables
	87583640266 Total:	142.92		
	Amazon Total:	629.67		
ASCAP				
ASCAP				
12312015	12/31/2015	336.00	0.00	02/16/2016
205-500-515-5570 Professional associations				Annual Licensing fee
	12312015 Total:	336.00		
	ASCAP Total:	336.00		

Chicago Metropolitan Fire Prevention Co.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
CHGOMETR					
119745	12/22/2015	795.50	0.00	02/16/2016	
101-350-512-5411 R&M-	Wireless Alarm Equipm				December wireless radio network billing fee
	119745 Total:	795.50			
	Chicago Metropolitan Fire	795.50			
Classic Design Awards					
CLASSICD					
160117	1/22/2016	44.50	0.00	02/16/2016	
101-200-511-5799 Other materials & supplies					Name Plates - Parks Director
	160117 Total:	44.50			
	Classic Design Awards Tot	44.50			
ClientFirst Consulting Group, LLC					
CLIENTFI					
5976	12/31/2015	1,500.00	0.00	02/16/2016	
101-250-511-6530 Equipment - data processing					Council Chambers AV assessment
	5976 Total:	1,500.00			
	ClientFirst Consulting Gro	1,500.00			
Conrad Polygraph, Inc.					
CONRAD					
1924	1/29/2016	390.00	0.00	02/16/2016	
101-200-511-5599 Other contractual					Polygraph services for Communication candidates
	1924 Total:	390.00			
	Conrad Polygraph, Inc. Tot	390.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
EC Link					
ECLINK					
10955	1/22/2016	1,950.00	0.00	02/16/2016	
101-250-511-5340	Maintenance Agreement Expen				Software for job postings and bid postings for Word Press
	10955 Total:	1,950.00			
	EC Link Total:	1,950.00			
FGM Architects					
FGM					
16-2120-1	1/13/2016	7,500.00	0.00	02/16/2016	
205-560-515-5270	Purchased program services				Master Plan Services 1/2 payment
	16-2120-1 Total:	7,500.00			
	FGM Architects Total:	7,500.00			
Fire Service Inc.					
FIRESERV					
10901	1/14/2016	86.69	0.00	02/16/2016	
101-350-512-5740	Repair parts				Curbside door closures
	10901 Total:	86.69			
	Fire Service Inc. Total:	86.69			
Gewalt Hamilton Associates Inc					
GEWALT					
4-9232.385	1/18/2016	2,660.51	0.00	02/16/2016	
101-290-511-5942	PW Building Engineer Costs				ITEP Bikeway Lining and Signing
	4-9232.385 Total:	2,660.51			
9232.000-242	2/1/2016	700.00	0.00	02/16/2016	
101-290-511-5942	PW Building Engineer Costs				General Consulting January

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	9232.000-242 Total:	700.00			
9232.378-7	1/22/2016	2,335.50	0.00	02/16/2016	Street Lighting Construction Year 4
213-000-561-5340 Engineering					
	9232.378-7 Total:	2,335.50			
9232.378-8	2/1/2016	2,717.00	0.00	02/16/2016	Street Lighting Construction Year 4
213-000-561-5340 Engineering					
	9232.378-8 Total:	2,717.00			
9232.379-16	1/22/2016	531.00	0.00	02/16/2016	Street Lighting Design Year 5
213-000-561-5340 Engineering					
	9232.379-16 Total:	531.00			
9232.379-17	2/1/2016	2,078.00	0.00	02/16/2016	Street Lighting Design Year 5
213-000-561-5340 Engineering					
	9232.379-17 Total:	2,078.00			
	Gewalt Hamilton Associate	11,022.01			
Grainger					
GRAINGER					
9003863785	1/20/2016	387.00	0.00	02/16/2016	Backflow preventer for VH
101-420-511-5405 R&M - buildings					
	9003863785 Total:	387.00			
9922663274	12/21/2015	-544.05	0.00	02/16/2016	Credit
101-420-511-5405 R&M - buildings					
	9922663274 Total:	-544.05			
99370864787	1/12/2016	35.37	0.00	02/16/2016	Lithium grease
101-420-511-5405 R&M - buildings					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	99370864787 Total:	35.37			
9937086479	1/12/2016	143.20	0.00	02/16/2016	Self regulating heat cable
101-420-511-5405 R&M - buildings					
	9937086479 Total:	143.20			
9939720117	1/14/2016	28.05	0.00	02/16/2016	O-ring gaskets for VH
101-420-511-5405 R&M - buildings					
	9939720117 Total:	28.05			
	Grainger Total:	49.57			
Hall's Rental Services Inc					
HALLSRE					
880137	1/20/2016	99.75	0.00	02/16/2016	Hi Boy tables for retirement gathering
101-200-511-5799 Other materials & supplies					
	880137 Total:	99.75			
	Hall's Rental Services Inc T	99.75			
Holland & Knight LLP					
HOLLAND					
3291316	1/15/2016	81.00	0.00	02/16/2016	Purple Hotel Development
101-230-511-5370 Legal - review					
	3291316 Total:	81.00			
3291319	1/15/2016	94.50	0.00	02/16/2016	Misc Private Dockets
101-230-511-5370 Legal - review					
	3291319 Total:	94.50			
3291320	1/15/2016	243.00	0.00	02/16/2016	6733-35 N. Lincoln Zoning
101-230-511-5370 Legal - review					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	3291320 Total:	243.00			
3291321	1/15/2016	126.00	0.00	02/16/2016	Binny's Beverage Depot
	101-230-511-5370 Legal - review				
	3291321 Total:	126.00			
3291322	1/15/2016	5,452.92	0.00	02/16/2016	UP Abondment
	217-000-517-5399 Other professional services				
	3291322 Total:	5,452.92			
3291324	1/15/2016	978.40	0.00	02/16/2016	Telecommunications ordinance
	101-230-511-5370 Legal - review				
	3291324 Total:	978.40			
3291326	1/15/2016	72.00	0.00	02/16/2016	6600 Kilpatrick
	101-230-511-5370 Legal - review				
	3291326 Total:	72.00			
3291327	1/15/2016	5,536.50	0.00	02/16/2016	Litigation
	101-230-511-5360 Legal - litigation				
	3291327 Total:	5,536.50			
3291328	1/15/2016	157.50	0.00	02/16/2016	Zoning Code Misc Amendments
	101-230-511-5370 Legal - review				
	3291328 Total:	157.50			
3291329	1/15/2016	1,306.50	0.00	02/16/2016	School District - non retainer
	101-230-511-5370 Legal - review				
	3291329 Total:	1,306.50			
	Holland & Knight LLP Tot	14,048.32			

Kim, Patricia

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
KIMP				
UTR14PK	2/1/2016	34.79	0.00	02/16/2016
101-000-410-4050				Utility tax rebate 2014
UTR14PK	2/1/2016	55.02	0.00	02/16/2016
101-000-410-4055				Utility tax rebate 2014
UTR14PK	2/1/2016	2.64	0.00	02/16/2016
101-000-410-4060				Telecommunications tax
				Utility tax rebate 2014
	UTR14PK Total:	92.45		
	Kim, Patricia Total:	92.45		
Lincolnwood Chamber of Commerce & Industry				
LWDCHAMB				
STB001212016	1/20/2016	60.00	0.00	02/16/2016
101-200-511-5840				Meals
				Salute to Business Dinner
STB001212016	1/20/2016	60.00	0.00	02/16/2016
101-240-517-5840				Meals
				Salute to Business Dinner
STB001212016	1/20/2016	60.00	0.00	02/16/2016
101-300-512-5840				Meals
				Salute to Business Dinner
STB001212016	1/20/2016	300.00	0.00	02/16/2016
101-100-511-5840				Meals
				Salute to Business Dinner
STB001212016	1/20/2016	60.00	0.00	02/16/2016
101-400-511-5840				Meals
				Salute to Business Dinner
STB001212016	1/20/2016	60.00	0.00	02/16/2016
101-210-511-5840				Meals
				Salute to Business Dinner
	STB001212016 Total:	600.00		
	Lincolnwood Chamber of C	600.00		
Marc Printing				
MARCP				
109964	1/15/2016	314.00	0.00	02/16/2016
101-100-511-5560				Printing & copying services
				Note cards for Mayor
	109964 Total:	314.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Marc Printing Total:	314.00		
NIPSTA				
NIPSTA				
14669	1/20/2016	4,648.00	0.00	02/16/2016
	101-350-512-5540 Intergovernmental fees & dues			Sworn Fire Personnel
14669	1/20/2016	2,250.00	0.00	02/16/2016
	101-400-511-5540 Intergovernmental Fees and Du			Public Works Personnel
	14669 Total:	6,898.00		
	NIPSTA Total:	6,898.00		
Palm Electric				
PALM				
14670-1	1/18/2016	4,350.00	0.00	02/16/2016
	205-560-515-5740 Repair parts			Sump pump replacement
	14670-1 Total:	4,350.00		
14821	1/14/2016	486.90	0.00	02/16/2016
	101-420-511-5405 R&M - buildings			Motor for garage
	14821 Total:	486.90		
	Palm Electric Total:	4,836.90		
Raynor Door Co				
RAYNOR				
64202	1/20/2016	4,212.00	0.00	02/16/2016
	101-420-511-5405 R&M - buildings			Repairs to PW Garage door
	64202 Total:	4,212.00		
	Raynor Door Co Total:	4,212.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Schmaus Cash Reg SCHMAUS 1369	2/15/2016	255.00	0.00	02/16/2016	Maintenance - Sharp register in Finance
101-210-511-5700 Office supplies					
1369 Total:		255.00			
Schmaus Cash Reg Total:		255.00			
Something's Cooking, Ltd. SOMETHIN 20010	1/26/2016	1,699.00	0.00	02/16/2016	Retirement gathering
101-200-511-5799 Other materials & supplies					
20010 Total:		1,699.00			
Something's Cooking, Ltd.		1,699.00			
Springbrook National Users Group SPRINGNA 1020	1/11/2016	175.00	0.00	02/16/2016	Renewal membership dues
101-250-511-5340 Maintenance Agreement Expen					
1020 Total:		175.00			
Springbrook National User		175.00			
TKB Associates, Inc. TKB 11794	1/19/2016	660.00	0.00	02/16/2016	Laserfiche License for PW foremen
101-250-511-5330 Data processing					
11794 Total:		660.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

	TKB Associates, Inc. Total	660.00		
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Total Administrative Serv Corp

TASC

IN717738	1/16/2016	1,234.17	0.00	02/16/2016
101-210-511-5195	Employee Benefit Expenses			Claim card fees & Admin fees

	IN717738 Total:	1,234.17		
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	Total Administrative Serv C	1,234.17		
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	Report Total:	70,343.03		
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Accounts Payable

To Be Paid Proof List

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Avalon Petroleum				
AVALON				
554807	1/27/2016	21.16	0.00	02/16/2016
101-420-511-5670 Fuel				Fuel usage
554807	1/27/2016	1,760.52	0.00	02/16/2016
101-300-512-5670 Fuel				Fuel usage
554807	1/27/2016	70.19	0.00	02/16/2016
101-350-512-5670 Fuel				Fuel usage
554807	1/27/2016	26.73	0.00	02/16/2016
101-410-511-5670 Fuel				Fuel usage
554807	1/27/2016	62.18	0.00	02/16/2016
101-420-511-5670 Fuel				Fuel usage
554807	1/27/2016	196.55	0.00	02/16/2016
101-440-513-5670 Fuel				Fuel usage
554807	1/27/2016	321.77	0.00	02/16/2016
205-430-515-5670 Fuel				Fuel usage
554807	1/27/2016	428.40	0.00	02/16/2016
660-620-519-5670 Fuel				Fuel usage
		<hr/>		
554807 Total:		2,887.50		
8701	1/27/2016	461.57	0.00	02/16/2016
101-350-512-5670 Fuel				Fuel usage
8701	1/27/2016	514.20	0.00	02/16/2016
101-440-513-5670 Fuel				Fuel usage
8701	1/27/2016	254.63	0.00	02/16/2016
205-430-515-5670 Fuel				Fuel usage
8701	1/27/2016	587.60	0.00	02/16/2016
660-620-519-5670 Fuel				Fuel usage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

8701 Total:		1,818.00		
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Avalon Petroleum Total:		4,705.50		
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Canon Solutions America, Inc

CANONSOL

902388947	11/20/2015	492.49	0.00	02/16/2016
101-240-517-5570 Professional associations				5 CW 300 Heads

902388947 Total:		492.49		
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Canon Solutions America,		492.49		
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Chicago Communications, LLC

CHGOCOMM

279106	1/6/2016	778.25	0.00	02/16/2016
101-300-512-5410 R&M - communications equipm				Monthly radio maintenance - February
279106	1/6/2016	-175.35	0.00	02/16/2016
101-300-512-5410 R&M - communications equipm				Credit

279106 Total:		602.90		
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Chicago Communications,		602.90		
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Chicago Tribune

CHGOTRIB

CU31469	1/28/2016	67.78	0.00	02/16/2016
101-240-511-5510 Advertising				Legal notice

CU31469 Total:		67.78		
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Chicago Tribune Total:		67.78		
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Christensen Animal Hospital

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
CHRISTAH 191170	1/26/2016	60.00	0.00	02/16/2016
101-300-512-5210	Animal control			Animal impound fees
	191170 Total:	60.00		
	Christensen Animal Hospit	60.00		
College of Dupage COLLEGEO 6617	1/25/2016	400.00	0.00	02/16/2016
101-300-512-5590	Training			Police Officer training
	6617 Total:	400.00		
	College of Dupage Total:	400.00		
Cook, Aaron COOKAARO 1441679	2/3/2016	50.00	0.00	02/16/2016
101-220-512-5570	Professional associations			ICSC Membership 2016
	1441679 Total:	50.00		
	Cook, Aaron Total:	50.00		
Dash Medical Gloves DASHMEDG INV0974869	1/26/2016	131.80	0.00	02/16/2016
101-300-512-5730	Program supplies			Latex gloves
	INV0974869 Total:	131.80		
	Dash Medical Gloves Total	131.80		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Got Laundry Chicago?, Inc.					
GOTLAUND					
284703	1/3/2016	19.00	0.00	02/16/2016	Dry clean cell blankets
101-300-512-5730 Program supplies					
284703 Total:		19.00			
285147	1/14/2016	7.00	0.00	02/16/2016	Dry clean cell blankets
101-300-512-5730 Program supplies					
285147 Total:		7.00			
285471	1/21/2016	19.00	0.00	02/16/2016	Dry clean cell blankets
101-300-512-5730 Program supplies					
285471 Total:		19.00			
Got Laundry Chicago?, Inc		45.00			
IL Liquor Control Commission					
ILLIQUOR					
L0212115728	1/11/2016	250.00	0.00	02/16/2016	BASSET Application renewal
101-300-512-5540 Intergovernmental fees & dues					
L0212115728 Total:		250.00			
IL Liquor Control Commis		250.00			
IPELRA					
IPELRA					
IPELRA3416	2/2/2016	390.00	0.00	02/16/2016	Registration - Employment Law Seminar
101-300-512-5590 Training					
IPELRA3416 Total:		390.00			
IPELRA Total:		390.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Malnati Organization MALNATI 002138048	1/21/2016	62.50	0.00	02/16/2016	Lunch meeting with Skokie representatives
101-300-512-5730 Program supplies					
	002138048 Total:	62.50			
	Malnati Organization Total	62.50			
Municipal Electronics MUNI 063253	1/22/2016	350.00	0.00	02/16/2016	Service on radar units
101-300-512-5435 R&M - police equipment					
	063253 Total:	350.00			
	Municipal Electronics Tota	350.00			
Northwestern University NWUNIVER 5388	7/6/2015	3,400.00	0.00	02/16/2016	Police Staff and Command training
101-300-512-5590 Training					
	5388 Total:	3,400.00			
	Northwestern University To	3,400.00			
Sarge's Range Service Inc SARGE SRS-59	1/29/2016	800.00	0.00	02/16/2016	Maintenance of police shooting range
101-300-512-5405 R&M - buildings					
	SRS-59 Total:	800.00			
	Sarge's Range Service Inc T	800.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
T.P.I. Building Code Consultants, Inc.				
TPI				
201601	1/31/2016	7,620.32	0.00	02/16/2016
101-240-517-5399				Other professional services
				Plan Review - January
201601	1/31/2016	8,992.50	0.00	02/16/2016
101-240-517-5399				Other professional services
				In House - January
	201601 Total:	16,612.82		
	T.P.I. Building Code Cons	16,612.82		
TransUnion Risk and Alternative				
TRANSUN				
55681113116	2/1/2016	24.50	0.00	02/16/2016
101-300-512-5399				Other professional services
				Online investigative database system
	55681113116 Total:	24.50		
	TransUnion Risk and Alter	24.50		
United States Postal Service				
USPOSTMA				
469009	2/3/2016	1,332.00	0.00	02/16/2016
101-210-511-5720				Postage
				Box/Caller Fee
	469009 Total:	1,332.00		
	United States Postal Servic	1,332.00		
Village of Lincolnwood				
VOL				
LPD0212016	2/2/2016	44.22	0.00	02/16/2016
101-210-511-5720				Postage
				Petty Cash - Police
LPD0212016	2/2/2016	61.60	0.00	02/16/2016
101-300-512-5730				Program supplies
				Petty Cash - Police

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
LPD0212016	2/2/2016	27.20	0.00	02/16/2016
101-300-512-5730				Program supplies
LPD0212016	2/2/2016	45.00	0.00	02/16/2016
101-300-512-5840				Meals
	LPD0212016 Total:	178.02		
	Village of Lincolnwood To	178.02		
	Report Total:	29,955.31		

Accounts Payable

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10474375-00	1/14/2016	58.27	0.00	02/16/2016	
101-420-511-5405 R&M - buildings					Thermostat, breaker for VH
	10474375-00 Total:	58.27			
10474606-00	1/19/2016	107.95	0.00	02/16/2016	
660-620-519-5405 R&M - buildings					LED light bulbs for Pump station
	10474606-00 Total:	107.95			
10474606-01	1/21/2016	250.00	0.00	02/16/2016	
660-620-519-5405 R&M - buildings					Daylight bulbs for Pump station
	10474606-01 Total:	250.00			
10474606-02	1/22/2016	107.95	0.00	02/16/2016	
660-620-519-5405 R&M - buildings					Utility gloves, bulbs for Pump station
	10474606-02 Total:	107.95			
10474606-03	1/25/2016	61.75	0.00	02/16/2016	
660-620-519-5405 R&M - buildings					Utility gloves for pump station
	10474606-03 Total:	61.75			
10474733-00	1/22/2016	21.59	0.00	02/16/2016	
660-620-519-5405 R&M - buildings					Light bulbs for Pump station
10474733-00	1/22/2016	-21.59	0.00	02/16/2016	
660-620-519-5405 R&M - buildings					Return

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
10474733-00 Total:		0.00			
10475085-00	1/27/2016	113.70	0.00	02/16/2016	Emergency lights for stand pipe
660-620-519-5405 R&M - buildings					
10475085-00 Total:		113.70			
10475085-01	1/29/2016	205.90	0.00	02/16/2016	Ballast for stand pipe
660-620-519-5405 R&M - buildings					
10475085-01 Total:		205.90			
10475170-00	1/28/2016	843.48	0.00	02/16/2016	LED lights for VH sign
101-420-511-5405 R&M - buildings					
10475170-00 Total:		843.48			
10475170-01	1/29/2016	281.16	0.00	02/16/2016	LED lights for VH sign
101-420-511-5405 R&M - buildings					
10475170-01 Total:		281.16			
10475229-00	1/29/2016	250.60	0.00	02/16/2016	LED lights for VH sign, fuses
101-420-511-5405 R&M - buildings					
10475229-00 Total:		250.60			
Active Electrical Supply C		2,280.76			
Anderson Lock					
ANDERSON					
899951	1/29/2016	472.31	0.00	02/16/2016	Locks for shelter doors
205-430-515-6350 Park Construction & Improvem					
899951 Total:		472.31			
Anderson Lock Total:		472.31			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
ANDERP 3695346	2/1/2016	265.00	0.00	02/16/2016	Pest control services for Village - February
101-400-511-5210 Animal control					
		<u>265.00</u>			
3695346 Total:		265.00			
Anderson Pest Solutions To		<u>265.00</u>			
APCO International Inc APCO 311092	2/2/2016	92.00	0.00	02/16/2016	Membership dues - 2016
101-300-512-5570 Professional associations					
		<u>92.00</u>			
311092 Total:		92.00			
APCO International Inc To		<u>92.00</u>			
Averus AVERIS 913856	2/2/2016	33.00	0.00	02/16/2016	Baffles for suppression system
101-350-512-5499 R&M - other					
		<u>33.00</u>			
913856 Total:		33.00			
Averus Total:		<u>33.00</u>			
Back Flow Solutions Inc BFSINC 1078	2/1/2016	688.60	0.00	02/16/2016	Program management fee for backflow
660-620-519-5399 Other professional services					
		<u>688.60</u>			
1078 Total:		688.60			
Back Flow Solutions Inc T		<u>688.60</u>			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Batteries Plus LLC					
BATT					
890-247403	1/27/2016	31.50	0.00	02/16/2016	Flood lights for the standpipe
660-620-519-5405 R&M - buildings					
890-247403 Total:		31.50			
Batteries Plus LLC Total:		31.50			
Canon Solutions America, Inc					
CANONSOL					
988611362	1/30/2016	310.87	0.00	02/16/2016	Maintenance for plotter - January
101-210-511-5440 R&M - office equipment					
988611362 Total:		310.87			
Canon Solutions America,		310.87			
Christopher Burke Engineering					
CHRISTB					
127208	2/3/2016	7,003.82	0.00	02/16/2016	Pratt Ave resurfacing , Phase II
212-000-511-5320 Consulting					
127208 Total:		7,003.82			
Christopher Burke Enginee		7,003.82			
City of Chicago Dept of Water					
CTYOFCHI					
430883-430883	2/8/2016	90,893.24	0.00	02/16/2016	Water - 12/10/15-1/14/16
660-620-519-5790 Water purchases					
430883-430883 Total:		90,893.24			
430884-430884	2/8/2016	80,340.84	0.00	02/16/2016	Water - 12/10/15-1/14/16
660-620-519-5790 Water purchases					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
430884-430884 Total:		80,340.84			
City of Chicago Dept of W		171,234.08			
Creative					
CREAT					
211732	1/7/2016	111.49	0.00	02/16/2016	
660-620-519-5070 Uniform allowance					Uniforms for Water Dept
211732 Total:		111.49			
Creative Total:		111.49			
Douglas Truck Parts					
DOUGTK					
11258	1/31/2016	58.80	0.00	02/16/2016	
101-410-511-5460 R&M - public works equipmen					Springs for shop jacks
11258 Total:		58.80			
11326	1/31/2016	120.00	0.00	02/16/2016	
101-410-511-5730 Program supplies					Blaster, gloves for Shop
11326 Total:		120.00			
Douglas Truck Parts Total:		178.80			
EC Link					
ECLINK					
10967	2/1/2016	210.00	0.00	02/16/2016	
101-250-511-5340 Maintenance Agreement Expen					Statistic monitoring
10967 Total:		210.00			
EC Link Total:		210.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Eterno Attorney at Law, David					
ETERNO					
11690	2/2/2016	675.00	0.00	02/16/2016	
101-230-511-5399	Other professional services				Adjudication Hearing Officer - January
11690 Total:		675.00			
Eterno Attorney at Law, D		675.00			
Evanston Funeral & Cremation					
EVANSFUN					
112	1/1/2016	325.00	0.00	02/16/2016	
101-300-512-5599	Other contractual				Death investigation/body removal
112 Total:		325.00			
Evanston Funeral & Crema		325.00			
GE Capital					
GECAPITA					
64205162	1/24/2016	232.43	0.00	02/16/2016	
660-610-519-5340	Maintenance Agreement Expen				Copier - Public Works
64205162	1/24/2016	269.95	0.00	02/16/2016	
205-500-515-5440	R&M - office equipment				Copier - Parks
64205162	1/24/2016	232.44	0.00	02/16/2016	
101-000-210-2650	Contractor Permits Payable				Copier - Fire
64205162	1/24/2016	697.36	0.00	02/16/2016	
101-210-511-5440	R&M - office equipment				Copier - PD & Finance
64205162 Total:		1,432.18			
GE Capital Total:		1,432.18			

Global Emergency Products Inc
GLOBALEN

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
AG48405	2/2/2016	900.34	0.00	02/16/2016
101-350-512-5740	Repair parts			Throttle switches
	AG48405 Total:	900.34		
	Global Emergency Product	900.34		
Golf Mill Ford				
GOLFMILL				
391535P	2/2/2016	844.46	0.00	02/16/2016
205-430-515-5480	R&M - vehicles			Hydraulic control unit for Truck 48
	391535P Total:	844.46		
	Golf Mill Ford Total:	844.46		
Great Lakes Coca Cola Distribution				
GREATLAC				
739202736	2/3/2016	21.60	0.00	02/16/2016
101-210-511-5700	Office supplies			Pop for Village Hall
	739202736 Total:	21.60		
	Great Lakes Coca Cola Dis	21.60		
HMO Healthcare Service Corporation				
HMO				
011516	1/15/2016	9,462.37	0.00	02/16/2016
102-000-210-2027	Health insurance premium with			Employee Health Insurance - Feb 16
	011516 Total:	9,462.37		
	HMO Healthcare Service C	9,462.37		

IL Municipal Retirement Fund

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
ZZIMRF				
02032016	2/3/2016	46,695.15	0.00	02/16/2016
102-000-210-2023 Employee IMRF withholding				January IMRF wage payment
	02032016 Total:	46,695.15		
	IL Municipal Retirement F	46,695.15		
Illinois Section AWWA				
ILSECTIO				
200021350	2/4/2016	100.00	0.00	02/16/2016
660-610-519-5590 Training				Hydrant flushing & valve program
	200021350 Total:	100.00		
200021352	2/4/2016	100.00	0.00	02/16/2016
660-610-519-5590 Training				Getting Beyond AMI training
	200021352 Total:	100.00		
200021353	2/4/2016	100.00	0.00	02/16/2016
660-610-519-5590 Training				Bearing Basics seminar
	200021353 Total:	100.00		
	Illinois Section AWWA Tot	300.00		
IRMA				
IRMA				
IVC0009556	1/29/2016	721.00	0.00	02/16/2016
101-210-511-5260 Liability insurance				Volunteer coverage
	IVC0009556 Total:	721.00		
IVC0009603	1/29/2016	2,236.02	0.00	02/16/2016
101-210-511-5260 Liability insurance				Underground storage tanks
	IVC0009603 Total:	2,236.02		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
IVC0009635	1/31/2016	924.55	0.00	02/16/2016
101-210-511-5260 Liability insurance				Cyber coverage
IVC0009635 Total:		924.55		
SALES0014930	1/31/2016	523.94	0.00	02/16/2016
101-210-511-5260 Liability insurance				January deductible
SALES0014930 Total:		523.94		
SALES0014965	1/31/2016	952.13	0.00	02/16/2016
101-210-511-5260 Liability insurance				Optional Deductible Jan
SALES0014965 Total:		952.13		
IRMA Total:		5,357.64		
Lawson Products Inc LAWSNPRO 9303840238	1/23/2016	181.45	0.00	02/16/2016
101-440-513-5730 Program supplies				Ear plugs for Forestry
9303840238 Total:		181.45		
Lawson Products Inc Total		181.45		
Lowe's Business Acc/GECF LOWES 1683	1/14/2016	12.50	0.00	02/16/2016
101-420-511-5405 R&M - buildings				Epoxy putty for VH
1683 Total:		12.50		
2002	1/18/2016	85.97	0.00	02/16/2016
101-420-511-5405 R&M - buildings				Ball valve, solder for VH
2002 Total:		85.97		
2018	1/18/2016	42.32	0.00	02/16/2016

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
101-420-511-5405 R&M - buildings					HVAC tape, wrap insulation for VH
2018 Total:		42.32			
2026	1/18/2016	61.98	0.00	02/16/2016	Heat cable, thermostat for VH
101-420-511-5405 R&M - buildings					
2026 Total:		61.98			
2199	1/20/2016	179.86	0.00	02/16/2016	Knee pads, head lamps for Pump Station
660-620-519-5730 Program supplies					
2199 Total:		179.86			
2231	1/21/2016	71.32	0.00	02/16/2016	Vinyl, screws for VH
101-420-511-5405 R&M - buildings					
2231 Total:		71.32			
2245	1/21/2016	80.50	0.00	02/16/2016	Plywood window casings for VH
101-420-511-5405 R&M - buildings					
2245 Total:		80.50			
2258	1/21/2016	42.77	0.00	02/16/2016	Union fitting, copper pipe for VH
101-420-511-5405 R&M - buildings					
2258 Total:		42.77			
2294	1/8/2016	-63.06	0.00	02/16/2016	Return
101-420-511-5405 R&M - buildings					
2294 Total:		-63.06			
2311	1/22/2016	53.10	0.00	02/16/2016	Metal bar, screws for VH
101-420-511-5405 R&M - buildings					
2311 Total:		53.10			
2337	1/22/2016	51.21	0.00	02/16/2016	Surge protector, cord for Forestry
101-440-513-5730 Program supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
2337 Total:		51.21			
2532	1/25/2016	3.76	0.00	02/16/2016	Machine screws for Forestry
101-440-513-5730 Program supplies					
2532 Total:		3.76			
2607	1/26/2016	18.20	0.00	02/16/2016	Union fitting for Fire
101-420-511-5405 R&M - buildings					
2607 Total:		18.20			
2613	1/26/2016	5.51	0.00	02/16/2016	Couplings, pipes for Fire
101-420-511-5405 R&M - buildings					
2613 Total:		5.51			
Lowe's Business Acc/GEC		645.94			
Mac Millin Hydraulic Engineering					
MACMILL					
180606	2/2/2016	451.36	0.00	02/16/2016	Quick disconnects for snow equipment
101-440-513-5460 R&M - Public Works Equipme					
180606 Total:		451.36			
54120	2/1/2016	278.56	0.00	02/16/2016	Hydraulic couplers for snow equipment
101-440-513-5460 R&M - Public Works Equipme					
54120 Total:		278.56			
Mac Millin Hydraulic Engi		729.92			
Malnati Organization					
MALNATI					
E202736	2/2/2016	260.85	0.00	02/16/2016	Dinner for Village Board meeting
101-100-511-5840 Meals					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
E202736 Total:		260.85			
Malnati Organization Total		260.85			
Marc Printing					
MARCP					
109963	1/15/2016	472.80	0.00	02/16/2016	
660-610-519-5720 Postage					Mailing of Water Bills - January 2016
109963 Total:		472.80			
Marc Printing Total:		472.80			
McKenna Automotive					
MCKENNA					
20121358	1/27/2016	77.50	0.00	02/16/2016	
660-620-519-5480 R&M - vehicles					Hydraulic hose for Bobcat
20121358 Total:		77.50			
20121361	1/29/2016	42.00	0.00	02/16/2016	
101-440-513-5480 R&M - vehicles					Hydraulic hose for Truck 15
20121361 Total:		42.00			
McKenna Automotive Total:		119.50			
MGP, Inc.					
MGPINC					
2856	1/31/2016	883.09	0.00	02/16/2016	
101-250-511-5599 Other contractual					GISC Staffing - January
2856	1/31/2016	883.09	0.00	02/16/2016	
101-000-210-2650 Contractor Permits Payable					GISC Staffing - January
2856	1/31/2016	1,766.19	0.00	02/16/2016	
660-620-519-5599 Other contractual					GISC Staffing - January
2856	1/31/2016	275.00	0.00	02/16/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-250-511-5599 Other contractual					GISC Staffing - January
2856 Total:		3,807.37			
MGP, Inc. Total:		3,807.37			
North Suburban Employee Benefit NSEBENEF					
January, 2016	2/4/2016	90,540.00	0.00	02/16/2016	Health Insurance PPO - January
102-000-210-2027 Health insurance premium with					
January, 2016 Total:		90,540.00			
North Suburban Employee		90,540.00			
Northwest Municipal Conference NWMNCCON					
9930	2/2/2016	45.00	0.00	02/16/2016	NWMC Legislative Brunch
101-100-511-5840 Meals					
9930	2/2/2016	45.00	0.00	02/16/2016	NWMC Legislative Brunch
101-200-511-5840 Meals					
9930 Total:		90.00			
Northwest Municipal Conf		90.00			
Rush Truck Centers of Illinois, Inc RUSHTRUC					
3001227922	1/7/2016	289.06	0.00	02/16/2016	Valve regulator for Truck 14
101-440-513-5480 R&M - vehicles					
3001227922 Total:		289.06			
3001271003	1/12/2016	862.16	0.00	02/16/2016	Pump assembly for Truck 14
101-440-513-5480 R&M - vehicles					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
3001271003 Total:		862.16			
3001271132	1/12/2016	-283.56	0.00	02/16/2016	Return
101-440-513-5480 R&M - vehicles					
3001271132 Total:		-283.56			
3001290428	1/14/2016	49.02	0.00	02/16/2016	Fuel pump for Truck 11
101-440-513-5480 R&M - vehicles					
3001290428 Total:		49.02			
3001314508	1/15/2016	-199.50	0.00	02/16/2016	Return
101-440-513-5480 R&M - vehicles					
3001314508 Total:		-199.50			
3001492752	2/1/2016	48.98	0.00	02/16/2016	Air valve for Truck 15
101-440-513-5480 R&M - vehicles					
3001492752 Total:		48.98			
Rush Truck Centers of Illin		766.16			
Russo Power Equipment					
RUSSO					
2870669	1/21/2016	440.90	0.00	02/16/2016	Parts for Forestry chainsaws
101-440-513-5460 R&M - Public Works Equipme					
2870669 Total:		440.90			
Russo Power Equipment T		440.90			
Standard Pipe and Supply, Inc.					
STANDPIP					
435204	1/27/2016	35.16	0.00	02/16/2016	Flood reducer for Fire Dept
101-420-511-5405 R&M - buildings					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	435204 Total:	35.16			
	Standard Pipe and Supply,	35.16			
Trans Union Corp TRANSU 01600595	1/27/2016	50.00	0.00	02/16/2016	
101-300-512-5399	Other professional services				Credit checks on applicants
	01600595 Total:	50.00			
	Trans Union Corp Total:	50.00			
United States Postal Service USPOSTAL PB02052016	2/5/2016	33.54	0.00	02/16/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB02052016	2/5/2016	83.63	0.00	02/16/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB02052016	2/5/2016	180.88	0.00	02/16/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB02052016	2/5/2016	28.61	0.00	02/16/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB02052016	2/5/2016	150.04	0.00	02/16/2016	
205-500-515-5720	Postage				Pitney Bowes postage
PB02052016	2/5/2016	1.94	0.00	02/16/2016	
205-500-515-5720	Postage				Pitney Bowes postage
PB02052016	2/5/2016	46.42	0.00	02/16/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB02052016	2/5/2016	33.13	0.00	02/16/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB02052016	2/5/2016	46.08	0.00	02/16/2016	
660-610-519-5720	Postage				Pitney Bowes postage
	PB02052016 Total:	604.27			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

United States Postal Servic		604.27		
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Report Total:		347,670.29		
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Request for Board Action

REFERRED TO BOARD: February 16, 2016

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Authorizing the Renewal of a Three Year Agreement for a Prime Rate Interface and a One Year Agreement for Local and Long Distance Telephone Services with Call One through the Suburban Purchasing Cooperative

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since October of 2009 the Village has received local and long distance telephone services from Call One. Call One is a Chicago-based company that is a leading reseller of AT&T telephone services. Resellers allow for more competitive pricing and improved service quality over a single telephone service provider in a given market. Furthermore, Call One is a Northwest Municipal Conference Suburban Purchasing Cooperative Joint Purchasing Program provider and has over 175 municipal clients in the State of Illinois.

Originally the Village entered into a one-year agreement with Call One at a 15% discount. Then on April 15, 2010 the Village extended this agreement for three years and in return received an additional 5% discount. Prior to October of 2009 the Village received telephone services from AT&T directly. This switch in service providers resulted in estimated annual savings of approximately \$10,000. These discounts will continue with the new contract.

By switching to Call One the Village saved administrative processing costs by using one consolidated invoice for all services. Before switching to Call One, staff received 20 separate monthly invoices from AT&T for various sets of phone services with different invoice dates. In order to keep up with timely processing of the invoices staff was required to commit a substantial amount of time to this task. Call One continues to consolidate all monthly invoices, thus saving a significant number of staff hours every year. Staff has been satisfied with Call One's services and therefore recommends renewing the contracts.

There are two contracts for services with Call One that are expiring:

- 1) Municipal Center Prime Rate Interface (PRI)
- 2) Plain Old Telephone Service (POTS) lines and circuits

The Municipal Center PRI is the Village's main call trunk and provides 32 inbound and outbound call paths for all users at the Village Hall, Community Center, Police Department, Fire Department, and Aquatic Center. Call One proposes a three year contract renewal for the Municipal Center PRI at the rate of \$3,600 per year. This is an increase of \$960 per year over the last contract and is due to the rising costs of such services from AT&T.

The Village currently has 11 POTS lines and five circuits. They provide voice and data connections for the following facilities and offices: Police, Fire, Finance, Community Development, Public Works,

Aquatic Center, Pump House, and Standpipe. Call One is proposing a one-year renewal at the same rates, terms, and conditions. A one-year renewal is being proposed because Call One no longer offers a three year agreement due to Illinois Tariff rates for POTS services fluctuating frequently and the rising costs for circuits. The cost of the Village's 11 POTS lines is \$3,960 per year. The cost for the Village's five circuits is \$16,783 per year. These costs have been reduced in recent years as staff has identified locations where POTS lines and circuits are no longer needed or can be provided through more cost effective methods.

There are 11 circuits that are not included with the proposed agreements that support the Village's 9-1-1 dispatch center. These circuits are sole-sourced to AT&T which is required by State Law.

FINANCIAL IMPACT:

\$35,000 is budgeted in the General Fund and \$7,802 is budgeted in the Water and Sewer Fund for PRIs, circuits, and POTS lines in the Fiscal Year 2015-16 budget.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Agreements
3. Suburban Purchasing Cooperative Pricing

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the renewal of a three year agreement for a Prime Rate Interface and a one year agreement for local and long distance telephone services with Call One through the Suburban Purchasing Cooperative.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-_____

A RESOLUTION AUTHORIZING THE RENEWAL OF A THREE YEAR AGREEMENT FOR A PRIME RATE INTERFACE AND A ONE YEAR AGREEMENT FOR LOCAL AND LONG DISTANCE TELEPHONE SERVICES WITH CALL ONE THROUGH THE SUBURBAN PURCHASING COOPERATIVE

WHEREAS, Since October of 2009 the Village has received local and long distance telephone services from Call One, a reseller; and

WHEREAS, Resellers allow for more competitive pricing and improved service quality over a single telephone service provider in a given market; and

WHEREAS, Since 2010 the Village has received a 20% discount of services from Call One and will continue to receive said discounts in a new agreements; and

WHEREAS, Call One provides discounts to the Village through its membership in the Northwest Municipal Conference Suburban Purchasing Cooperative Joint Purchasing Program; and

WHEREAS, Village staff finds Call One's services to be satisfactory and recommends renewal of the agreements; and

WHEREAS, the Village and Call One, of Chicago, Illinois ("*Call One*"), desire to enter into two agreements for non-emergency local and long distance telephone services ("*Agreements*"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Agreements with Call One 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 AGREEMENTS. The Agreements by and between the Village and Call One shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF AGREEMENTS. The Village Manager and the Village Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the Village, the Agreements upon receipt by the Village Clerk of at least one original copy of the Agreements executed by Call One; provided, however, that if the executed copy of

the Agreements is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2016.

Lawrence A. Elster, President Pro-tem
Village of Lincolnwood, Cook County, Illinois

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

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

EXHIBIT A
AGREEMENTS



Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Lincolnwood
Address 6900 N Lincoln Ave
City Lincolnwood ST IL ZIP 60712

Please check box to determine term and discount

- 1 Year**
- 2 Year**
- 3 Year**

Additional Charges: Member of SPC. All rates and discounts contained in this agreement are subject to the rates and discounts contained in the SPC underlying agreement. Carrier Access - WAIVED.

Service/Additional Terms:
Renewal of Services.

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN
<u>7001 N LAWNSDALE AV; Flr 1</u>	<u>LINCWD, IL</u>	<u>708-Z76-0121</u>
<u>7055 N KOSTNER AV; Flr 1</u>	<u>LINCWD, IL</u>	<u>847-673-0352</u>
<u>6900 N LINCOLN AV; Flr 1</u>	<u>LINCWD, IL</u>	<u>847-673-2161</u>
<u>6900 N LINCOLN AV; Flr 1</u>	<u>LINCWD, IL</u>	<u>847-673-3028</u>
<u>6900 N LINCOLN AV; Flr 1</u>	<u>LINCWD, IL</u>	<u>847-673-9588</u>
<u>6900 N LINCOLN AV; Flr 1</u>	<u>LINCWD, IL</u>	<u>847-675-2118</u>
<u>7001 N LAWNSDALE AV; Flr 1</u>	<u>LINCWD, IL</u>	<u>847-675-5130</u>
<u>6435 N CRAWFORD AV</u>	<u>LINCWD, IL</u>	<u>847-675-6150</u>

_____	_____	_____
<i>Authorized customer signature</i>	<i>Date</i>	<i>CallOne authorized signature</i>
_____	_____	_____
<i>Print name</i>	<i>Title</i>	<i>Print name</i> <i>Date</i>

Billing Telephone Numbers (BTN) (continued):

7030 N CENTRAL PARK AV	LINCWD, IL	847-Z99-1295
6900 N LINCOLN AV; Flr 1	LINCWD, IL	847-Z99-5292

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term.
2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date times the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Call One terminates Service(s) in whole or in part due to Customer's non-payment or default, customer will be deemed to terminate the Service(s) and liable for all early termination charges. (c) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



ISDN-PRI Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Village of Lincolnwood
Address 6900 N Lincoln Ave
City Lincolnwood ST IL ZIP 60712

Please check box to determine term and discount

- 1 Year
- 2 Year
- 3 Year

Additional Charges: Member of SPC. All rates and discounts contained in this agreement are subject to the rates and discounts contained in the SPC underlying agreement.

ISDN PRI inclusive of 20,000 Band A, B, C and Intralata Minutes per month, Caller ID w/Name and Failsafe Routing. DID Port Charge \$1.00/DID ported. DID numbers at \$2.00/block of ten (10). Carrier Access - WAIVED.

Service/Additional Terms:

Renewal of existing ISDN PRI HCGS.628580.

Telephone Numbers associated with this account:

Physical Location	City, State	BTN		
6900 N Lincoln Ave	Lincolnwood, IL	224-534-2542		
	Circuit ID	NRC	MRC	Term
	HCGS.628580	N/A (Renewal)	\$300.00	36 Months

_____	_____	_____
<i>Authorized customer signature</i>	<i>Date</i>	<i>CallOne authorized signature</i>
_____	_____	_____
<i>Print name</i>	<i>Title</i>	<i>Print name</i> <i>Date</i>

Terms and Conditions

1. **Term.** Customer hereby orders the Services as identified on Page 1 of this Agreement and miscellaneous services incident thereto for the term selected by Customer on Page 1 of this Agreement (the "**Term**"). Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
2. **Rates.** (a) The Monthly Charge and usage rates identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge and usage rates will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical location listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "**Third Party Commitment**") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to (1) the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available and (3) any previously waived installation and/or other non-recurring charges and (4) the difference between the total usage charges billed to Customer at the usage rates Customer received for the Term in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.
6. **Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
7. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof.
8. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
9. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
10. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
11. **Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



Suburban Purchasing Cooperative (SPC) (Effective 4/01/2014)

Pricing below based on 36 month agreement unless otherwise noted.

Services

Dynamic IP – PRI Handoff	\$325.00 (Dependent on CO's)
SIP Line (SIP or POTS handoff/EUCL-NA)	\$16.00/line
POTS Line – Access Area A	\$13.01/line*
POTS Line – Access Area B	\$13.37/line*
POTS Line – Access Area C	\$14.64/line*
EUCL Charge (Per POTS)	\$6.95
Centrex Feature-24 Month Agreement	\$9.00/line* (Trunking Equivalency)
AT&T Primary Rate ISDN (PRI)	Price available upon request
Call One Primary Rate ISDN (PRI) (20,000 local A/B/C minutes, Caller ID w/ Name and Failsafe Routing included)	\$220.00 (Dependent on CO's)
PRI EUCL Charge	\$31.40
DID's	\$2.00/block of 10
DID Porting	\$1.00 per number

Usage

Band-A	\$0.011/min
Band-B	\$0.024/min
Band-C	\$0.018/min
Intrastate	\$0.020/min
Interstate	\$0.020/min
800 Service	\$.022/min

Miscellaneous

Features	30% Discount
Low Baud/Alarm Circuits	Current Published Rates
Caller ID with Name (POTS)	\$4.00/POTS Line
Voice Mail	\$8.00/ per mailbox
Remote Call Forwarding (RCF- Limit 5)	\$5.50

*Pricing for Centrex and POTS Lines based on 24-Month Agreement.

Call One is a complete communications provider and additional voice, data and internet services are available upon request.

Request For Board Action

REFERRED TO BOARD: February 16, 2016

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Police

SUBJECT: Approval of an Ordinance Amending Article 3 of Chapter 11 (Dog Regulations) of the Municipal Code

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Municipal Code governs dog regulations. On December 17, 2015, staff presented proposed revisions to the Code to the Committee of the Whole (COTW). The revisions included updated definitions (dangerous dog, vicious dog, microchip, person, police, running at large, severe personal injury, service dog, dangerous behavior and vicious behavior, etc.), regulations, restrictions, an objective process for determining dangerous and vicious dogs, and the venue for adjudicating alleged violations, etc. During the discussion, a question was asked regarding the need for breed specific language. Based on the inquiry, staff conducted additional research.

On February 2, 2016, staff reported the following: “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,” and “it is inappropriate to make predictions about a given dog’s propensity for aggressive behavior based solely on its breed.”

In addition, four local veterinarians agreed that breed specific language is not an effective method to determine if a dog is or likely to be aggressive. Staff agrees 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.”

During the COTW, the Board indicated that it would consider removing breed specific language from the Code along with the revised definitions, regulations, restrictions, an objective process for determining dangerous and vicious dogs, and change in venue for adjudicating alleged violations.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. February 2, 2016 Memorandum by Chief of Police Robert LaMantia
3. December 17, 2015 Memorandum by Chief of Police Robert LaMantia
4. Literature Review on the Welfare Implications of "The Role of Breed in Dog Bite Risk and Prevention" February 6, 2015
5. Position Statement on Breed-Specific Legislation, American Veterinary Society of Animal Behavior, 2014
6. Information Regarding Proposals to Ban Specific Dog Breeds, Illinois State Veterinary Medical Association, Date Unknown
7. Letter from Best Friends Animal Society to Mayor Turry, December 31, 2015
8. The Problem of Dog-Related Incidents and Encounters, Community Oriented Policing Services (COPS), U.S. Department of Justice, ISBN: 978-1-935676-31-7

RECOMMENDED MOTION:

Move to approve an Ordinance Amending Article 3 of Chapter 11 (Dog Regulations) of the Municipal Code of Lincolnwood.

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 FEBRUARY, 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

Clean Version without “Redlining” of Added and Removed Language

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

Clean Version without “Redlining” of Added and Removed Language

- 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

#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: February 2, 2016
Subject: Review of the Village Code Regarding to Regulations of Dogs

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

- provide current and clearer definitions into the Code
- change the hearing venue from the Circuit Court to the Administrative Hearing
- define the process for determining a dangerous and vicious dog in an objective manner, and
- add a layer of due process for the dog owner

During the meeting, two Trustees inquired about the benefit or need for breed specific language. Consequently, staff conducted further research regarding breed specific language. In summary, the 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 agrees 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
2. Proposed Ordinance (with Redline and Strikeout)
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



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



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

REFERENCES

- ¹ Morton C. Dog bites in Norfolk, VA. *Health Serv Rep*, 1973;88:59-65.
- ² Chait LA, Spitz L. Dogbite injuries in children. *S Afr Med J* 1975;49:718-720.
- ³ Maetz, M. Animal bites, a public health problem in Jefferson County, Alabama. *Public Health Rep* 1979;94: 528-534.
- ⁴ Levene S. Dog bites to children. *BMJ* 1991;303:466.
- ⁵ Avner JR, Baker MD. Dog bites in urban children. *Pediatrics*. 1991;88:55-57.
- ⁶ Jarrett P. Which dogs bite? *Arch Emerg Med* 1991;8:33-35.
- ⁷ Patrick GR, O'Rourke KM. Dog and cat bites: epidemiologic analyses suggest different prevention strategies. *Public Health Rep* 1998;113:252257.
- ⁸ Klaassen B, Buckley JR, Esmail A. Does the Dangerous Dogs Act protect against animal attacks: a prospective study of mammalian bites in the accident and emergency department. *Injury* 1996; 27: 89-91.
- ⁹ Meade, P. Police and domestic dog bite injuries: What are the differences? What are the implications about police dog use? *Injury Extra* 2006;37:395-401.
- ¹⁰ Moore DA, Sicho WM, Hunter A, et al. Animal bite epidemiology and surveillance for rabies postexposure prophylaxis. *J Am Vet Med Assoc* 2000;217:190-194.
- ¹¹ Mendez Gallart R, Gomez Tellado M, Somoza Argibay I, Liras Munoz J, Pais Pineiro E, Vela Nieto D. Dog bite related injuries treated in a pediatric surgery department: analysis of 654 cases in 10 years. *An Esp Pediatr*. 2002;56:425-429.
- ¹² Schalamon J. Analysis of dog bites in children who are younger than 17 years. *Pediatrics* 2006;117:374-379.
- ¹³ Wake AF. *The Aetiology of Dog Bites in New Zealand*, [MSc thesis], Palmerston North: Massey University, 2005.
- ¹⁴ Reisner, IR. Assessment, management, and prognosis of canine dominated-related aggression. *The Veterinary Clinics of North America Small Animal Practice* 1997;27:479-495.
- ¹⁵ Benson LS, Edwards SL, Schiff AP, et al. Dog and cat bites to the hand: treatment and cost assessment. *J Hand Surg [Am]* 2006; 31: 468-473.
- ¹⁶ Ashby K. Dog bites. Victorian Injury Surveillance System. *Hazard* 1996; 26: 7-13.
- ¹⁷ Wake A, Minot E, Stafford K, Perry P. A survey of adult victims of dog bites in New Zealand. *New Zeal Vet J* 2009; 57:364-369.
- ¹⁸ Pfortmueller CA, Efeoglou A, Furrer H, Exadaktylos AK. Dog Bite Injuries: Primary and Secondary Emergency Department Presentations—A Retrospective Cohort Study. *Sci World J* 2013;2013:1-6.
- ¹⁹ Daniels TJ. A study of dog bites on the Navajo reservation. *Public Health Rep* 1986;101:50-59.
- ²⁰ Reisner IR, Shofer FS, Nance NL. Behavioral assessment of child-directed canine aggression. *Inj Prev* 2007;13:348-351.
- ²¹ Wright JC. Severe attacks by dogs: characteristics of the dogs, the victims, and the attack settings. *Public Health Rep* 1985;100:55-61.
- ²² Shewell PC, Nancarrow JD. Dogs that bite. *BMJ* 1997;303:1512-13.
- ²³ Sacks JJ, Sinclair L, Gilchrist J, Golab GC, Lockwood R. Breeds of dogs involved in fatal human attacks in the United States between 1979 and 1998. *J Am Vet Med Assoc* 2000; 217: 836-840.

- ²⁴ Blocker DE. Dog bite rates and biting dog breeds in Texas, 1995-1997. Masters Thesis 2000.
- ²⁵ Kaye AE, Belz JM, Kirschner RE. Pediatric Dog Bite Injuries: A 5 Year Review of the Experience at the Children's Hospital of Philadelphia. *Plastic and Reconstructive Surgery* 2009;124:551-558.
- ²⁶ Horswell BB, Chahine CJ. Dog bites of the face, head and neck in children. *West Virg Med J* 2010;107:24-27
- ²⁷ Kasbekar AV, Garfit H, Duncan C, Mehta B, Davies K, Narasimhan G, Donne A. Dog bites to the head and neck in children; an increasing problem in the UK. *Clin Otolaryngology* 2013;38:259-262.
- ²⁸ Thompson P. Aggression Effects - From a Human Perspective and Solutions. *Urban Animal anagement Conference Proceedings* 2004.
- ²⁹ O'Sullivan E. Characteristics of 234 dog bite incidents in Ireland during 2004 and 2005. *Vet Rec* 2008;163:37-42.
- ³⁰ Herzog H. Forty-two Thousand and One Dalmatians: Fads, Social Contagion, and Dog Breed Popularity. *Society and Animals* 2006;4:383-398.
- ³¹ Cunningham, L. The Case Against Dog Breed Discrimination By Homeowners' Insurance Companies. *Connecticut Insurance Law Journal* 2004;11:61.
- ³² Maragliano L, Ciccone G, Fantini C, Petrangeli C, Saporito G, Di Traglia M, Natoli E. Biting dogs in Rome (Italy). *Int J pest manag* 2007;4:329-334.
- ³³ Fatjó J, Amat M, Mariotti VM, Torre JLR, Manteca X. Analysis of 1040 cases of canine aggression in a referral practice in Spain. *J Vet Behav* 2007; 2:158-65.
- ³⁴ Duffy, DL., Hsu, Y. Serpell, JA. Breed differences in canine aggression. *Appl Anim Behav Sci* 2008;114:441-460.
- ³⁵ Draper, T.W., Canine analogs of human personality factors. *J Gen Psych* 1995;122: 241-252.
- ³⁶ Lund JD, Agger JF, Vestergaard KS. Reported behaviour problems in pet dogs in Denmark: age distribution and influence of breed and gender. *Preventative Vet med* 1996;28:33-48
- ³⁷ Duffy D, Yuying H, Serpell J. Breed differences in canine aggression. *Appl Anim Behav Sci* 2008;114.3: 441-460.
- ³⁸ Borchelt PL, Lockwood R, Beck AM, Voith VL. Attacks by packs of dogs involve predation on human beings. *Public Health Reports* 1983;98:57-66.
- ³⁹ Kneafsey B, Condon KC. Severe dog-bite injuries, introducing the concept of pack attack: A literature review and seven case reports. *Injury*. 1995;26:37-41.
- ⁴⁰ Harris D, Imperato PJ, Oken B. Dog bites—an unrecognized epidemic. *Bull NY Acad Med* 1974;50:981-1000.
- ⁴¹ Roll, A., Unshelm, J. Aggressive conflicts amongst dogs and factors affecting them. *Appl Anim Behav Sci*. 1997;52:229-242.
- ⁴² van den Berg, L., Schilder, M.B.H., Knol, B.W. Behaviour genetics of canine aggression: behavioural phenotyping of Golden Retrievers by means of an aggression test. *Behav Gen* 2003;33:469-483.
- ⁴³ Guy, N, Canine household aggression in the caseload of general veterinary practitioners in Maritime Canada, Master of Science thesis, Atlantic Veterinary College, University of Prince Edward Island, 1999
- ⁴⁴ Twining, H., Arluke, A. Patronek, G. Managing stigma of outlaw breeds: A case study of pit bull owners. *Society and Animals* 2001;8:1-28.
- ⁴⁵ Patronek GJ, Sacks JJ, Delise KM, Cleary DV, Marder AR. Co-occurrence of potentially preventable factors in 256 dog bite-related fatalities in the United States (2000-2009). *J Am Vet Med Ass* 1031:243;1726-1736.
- ⁴⁶ Voith VL, Ingram E, Mitsouras K. Comparison of adoption agency breed identification and DNA breed identification of dogs. *J Appl Anim Welf Sci* 2009;12:253-262.
- ⁴⁷ Ragatz L, Fremouw W, Thomas T, McCoy K. Vicious dogs: the antisocial behaviors and psychological characteristics of owners. *Journal of Forensic Sciences* 2009;54:699-703
- ⁴⁸ Loewe CL, Francisco JD, Bechinski J. Pitbull mauling deaths in Detroit. *The American Journal of Forensic Medicine and Pathology* 2007;28:356-360.
- ⁴⁹ Monroy A, Behar P, Nagy M, Poje C, Pizzuto M, Brodsky L. Head and neck dog bites in children. *Otolaryngol. Head Neck Surg* 2009;140:354-357
- ⁵⁰ Thompson PG. The public health impact of dog attacks in a major Australian city. *Med J Aust* 1997;167:129-32.
- ⁵¹ Greenhalgh C, Cockington R, Raftos I. An epidemiological survey of dog bites presenting to the emergency department of a children's hospital. *J Paediatr Child Health* 1991; 27: 171-174.
- ⁵² Raghavan M, Martens P, Chateau D, Burchill C. Effectiveness of breed-specific legislation in decreasing the incidence of dog-bite injury hospitalisations in people in the Canadian province of Manitoba. *Inj Prev* 2013;19:177-183.
- ⁵³ Patronek GJ, Slater M, Marder A. Use of a number-needed-to-ban calculation to illustrate limitations of breed-specific legislation in decreasing the risk of dog bite-related injury. *J Am Vet Med Ass* 2010;237;788-792.
- ⁵⁴ Clarke NM. A survey of urban Canadian animal control practices : the effect of enforcement and resourcing on the reported dog bite rate, Master of Science – MSc 2009
- ⁵⁵ Ordog GJ. Warning to dog owners. *Can Family Physic* 1984;30:1056.
- ⁵⁶ Healey D. Fatal dog bites in New Zealand. *J New Zeal Med Assoc* 2007;120:1259.
- ⁵⁷ Raghavan M. Fatal dog attacks in Canada, 1990-2007. *Can Vet J*. 2008;49:577-581.
- ⁵⁸ Ashby K. Dog bites. Victorian Injury Surveillance System. *Hazard* 1996; 26: 7-13.

-
- ⁵⁹ Lang ME, Klassen T. Dog bites in Canadian children: a five-year review of severity and emergency department management. *Can J Emerg Med.* 2005;7:309–314.
- ⁶⁰ Dwyer JP, Douglas TS, van As AB. Dog bites injuries in children—a review of data from a South Africa paediatric trauma unit. 2007;97:597–600.
- ⁶¹ Berzon DR. The animal bite epidemic in Baltimore, Maryland: review and update. *Am J Public Health.* 1978;68:593-595.
- ⁶² Hanna, TL, Selby LA. Characteristics of the human and pet populations in animal bite incidents recorded at two Air Force bases. *Public Health Rep.* 1981;96:580-584.
- ⁶³ Lauer EA, White WC, Lauer BA. Dog bites: a neglected problem in accident prevention. *AJDC.* 1982;136:202-204.
- ⁶⁴ Szpakowski NM, Bonnett BN, Martin SW. An epidemiological investigation into the reported incidents of dog biting in the City of Guelph. *Can Vet J* 1989;30:937–942.
- ⁶⁵ Gershman KA, Sacks JJ, Wright JC. Which dogs bite: a case-control study of risk factors. *Pediatrics* 1994;93:913-917.
- ⁶⁶ Castelein C, Klouda J, Hirsch H. The bite case scenario—it is not what you think. In: *WFHS newsletter*. Madison, Wis: Wisconsin Humane Society, 1996;Sep:12–14. Cited in: Overall KL, Love M. Dog bites to humans: demography, epidemiology, injury, and risk. *J Am Vet Med Assoc* 2001;218:1923-1934.



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

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.



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.

REFERENCES

1. American Pet Products Association (APPA), 2013-2014 National Pet Owners Survey, http://www.americanpetproducts.org/press_industrytrends.asp (accessed March 29, 2014)
2. Gilchrist J, Sacks JJ, White D, et al. Dog bites: still a problem? *Inj Prev* 2008;14:296-301 doi:10.1136/ip.2007.016220
3. Langley RL. Animal-related injuries resulting in emergency department visits and hospitalizations in the United States, 2006-2008. *Hum Wildl Interact* 2012;6(1):123-136
4. Patronek GJ, Slater M, Marder A. Use of a number-needed-to-ban calculation to illustrate limitations of breed-specific legislation in decreasing the risk of dog bite-related injury. *J Am Vet Med Assoc* 2010;237(7):788-792 doi:10.2460/javma.237.7.788
5. Collier S. Breed-specific legislation and the pit bull terrier: Are the laws justified? *J Vet Behav Clin App Reserc* 2006;1:17-22. doi:10.1016/j.jveb.2006.04.011
6. Cornelissen J, Hopster H. Dog bites in The Netherlands: A study of victims, injuries, circumstances and aggressors to support evaluation of breed specific legislation. *Vet J* 2010;186(3):292-298. doi:10.1016/j.tvjl.2009.10.001
7. Rosado B, Garcia-Belenguer S, León M, et al. Spanish dangerous animal act: Effect on the epidemiology of dog bites. *J Vet Behav Clin App Reserc* 2007;2(5):166-174 doi:10.1016/j.jveb.2007.07.010
8. Schalke E, Ott SA, von Gaertner AM, et al. Is breed-specific legislation justified? Study of the results of the temperament test of Lower Saxony. *J Vet Behav Clin App Reserc* 2008;3:97-103. doi:10.1016/j.jveb.2007.10.004
9. Patronek GJ, Sacks JJ, Delise KM, et al. Co-occurrence of potentially preventable factors in 256 dog bite-related fatalities in the United States (2000-2009). *J Am Vet Med Assoc* 2013;243:1726-1736 doi:10.2460/javma.243.12.1726
10. Denenberg S, Landsberg G, Horwitz D, et al. A comparison of cases referred to behaviorist in three different countries. In: Mills D, Levine E, Landsberg G, et al. Eds. *Current Issues and research in veterinary behavioral medicine*. West Lafayette IN, Purdue Press 2005:56-62
11. Sacks JJ, Sinclair L, Gilchrist J, et al. Breeds of dogs involved in fatal human attacks in the United States between 1979 and 1998. *J Am Vet Med Assoc*. 2000;217(6):836-40 doi:10.2460/javma.2000.217.836
12. Netto WJ, Planta DJU. Behavioural testing for aggression in the domestic dog. *Appl Anim Behav Sci*. 1997;52:243-263 doi:10.1016/S0168-1591(96)01126-4
13. Ott SA, Schalke E, von Gaertner AM, et al. Is there a difference? Comparison of golden retrievers and dogs affected by breed-specific legislation regarding aggressive behavior. *J Vet Behav Clin App Reserc* 2008;3:134-140. doi:10.1016/j.jveb.2007.09.009
14. AVMA. US pet ownership and demographics sourcebook. Schaumburg, Ill: AVMA, 2012
15. Scott J, Fuller J. *Genetic and Social Behavior of the dog, The Classic Study*. The University Of Chicago Press, Chicago IL 1965
16. Simpson RJ, Simpson KJ, VanKavage L. Rethinking dog breed identification in veterinary practice. *J Am Vet Med Assoc*. 2012;241(9):1163-1166 doi:10.2460/javma.241.9.116
17. Boyko AR, Quignon P, Li L, et al. A simple genetic architecture underlies morphological variation in dogs. *PLOS Biol*. 2010;8(8):e1000451 doi:10.1371/journal.pbio.1000451
18. Rimbault M, Ostrander EA. So many doggone traits: mapping genetics of multiple phenotypes in the domestic dog. *Hum Mol Genet* 2012;21(1):R52-R57; doi:10.1093/hmg/dds323
19. Voith VL, Trevejo R, Dowling-Guyer S, et al. Comparison of visual and DNA breed identification of dogs and inter-observer reliability. *Am J Socio Res* 2013;3(2):17-29. doi:10.5923/j.sociology.20130302.02
20. Voith V, Ingram E, Mitsouris K, et al. Comparison of the adoption agency breed identification and DNA breed identification in dogs. *J App Anim Welf Sci* 2009;12:253-262 doi:10.1080/10888700902956151
21. Heath S. Why do dogs bite? *Eur J Comp Anim Pract* 2005;15(2):29-32
22. Landsberg G, Hunthausen W, Ackerman L. *Behavior Problems of the Dog and Cat*, 3rd ed. Elsevier 2013
23. Houpt KA. *Domestic Animal Behavior for Veterinarian and Animal Scientists*. Wiley-Blackwell publishing 2011
24. Serpell J, Jagoe J. Early experience and the development of behaviour. In: Serpell J. ed, *The Domestic Dog: Its Evolution, Behaviour, and Interaction with People*. Cambridge University Press, Cambridge UK 1995
25. Herron M, Shofer F, Reisner I. Survey of the use and outcome of confrontational and non-confrontational training methods in client-owned dogs showing undesirable behaviors. *App Anim Behav Sci* 2009;117:47-54 doi: 10.1016/j.applanim.2008.12.011
26. Love M, Overall KL. How anticipating relationships between dogs and children can help prevent disasters. *J Am Vet Med Assoc* 2001;219(4):446-453 doi: 10.2460/javma.2001.219.446
27. Raghavan M, Martens PJ, Chateau D, et al. Effectiveness of breed-specific legislation in decreasing the incidence of dog-bite injury hospitalizations in people in the Canadian province of Manitoba. *Inj Prev* 2012;19:177-183. doi: 10.1136/injuryprev-2012-040389
28. Clarke NM, Fraser D. Animal control measures and their relationship to the reported incidence of dog bites in urban Canadian municipalities. *Can Vet J* 2013;45:145-149
29. Dutch Agriculture Minister scraps pit bull ban. http://www.expatica.com/nl/news/local_news/Dutch-Agriculture-Minister-scraps-pit-bull-ban.html. (accessed 1 March 2014)
30. Iadcro Information, updated May, 2011. <http://www.iadcro.com/italia.html>. (accessed 3 March 2014)
31. Marcus P. Do dogs breed bans work? The Denver Daily News <http://stopbsl.com/2009/03/03/denver-co-do-dog-breed-bans-work/> March 2009 (accessed March 30, 2014)
32. Ohio Legislature 129th General Assembly Substitute House Bill Number 14. 2012; http://www.legislature.state.oh.us/BillText129/129_HB_14_EN_N.pdf (accessed March 30, 2014)
33. AVMA Guidelines for Responsible Pet Ownership: <https://www.avma.org/KB/Policies/Pages/Guidelines-for-Responsible-Pet-Ownership.aspx> (accessed March 30, 2014)
34. DePaul University and Best Friends Animal Society. Companion Animals and A Strategic Assessment for the City of Chicago, March 2010 http://las.depaul.edu/chaddick/docs/Docs/Companion_Animal_Final_Report_030310.pdf (accessed March 30, 2014)
35. Beaver B, Baker D, Gloster R, et al. American Veterinary Medical Association Task Force on Canine Aggression and Human-Canine Interactions: A community approach to dog bite prevention. *J Am Vet Med Assoc* 2001;218(11):1732-1749 doi: 10.2460/javma.2001.218.1732
36. City of Calgary Responsible Pet Ownership Bylaw: <http://www.calgary.ca/CA/city-clerks/Documents/Legislative-services/Bylaws/23M2006-ResponsiblePetOwnership.pdf> (accessed March 30, 2014)
37. Calgary dog licensing compliance stat: <http://www.calgary.ca/CSPS/ABS/Documents/Animal-Services/Animal-statistics/Licensing%20Compliance.pdf> (accessed March 30, 2014)
38. National Canine Research Council. A Community Model for Responsible pet ownership: Calgary, Alberta http://www.nationalcanineresearchcouncil.com/uploaded_files/tinymce/Community%20Model%20for%20RPO_Calgary.pdf (accessed 4 March 2014)
39. Reports of Dog Aggression Over Time, City of Calgary Animal Services. <http://www.calgary.ca/CSPS/ABS/Documents/Animal-Services/Animal-statistics/reports%20of%20Dog%20Aggression%20Over%20Time.pdf> (accessed March 30, 2014)



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.

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- **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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The Problem of Dog-Related Incidents and Encounters

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The opinions contained herein are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific agencies, companies, products, or services should not be considered an endorsement by the authors or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the original date of this publication. Given that URLs and websites are in constant flux, neither the authors nor the COPS Office can vouch for their current validity.

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The Problem of Dog-Related Incidents and Encounters

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COMMUNITY ORIENTED POLICING SERVICES
U.S. DEPARTMENT OF JUSTICE

The Office of Community Oriented Policing Services (the COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing

by the nation's state, local, and tribal law enforcement agencies through information and grant resources. The community policing philosophy promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. In its simplest form, community policing is about building relationships and solving problems.

The COPS Office awards grants to state, local, and tribal law enforcement agencies to hire and train community policing professionals, acquire and deploy cutting-edge crime-fighting technologies, and develop and test innovative policing strategies. The COPS Office funding also provides training and technical assistance to community members and local government leaders and all levels of law enforcement.

Since 1994, the COPS Office has invested more than \$16 billion to add community policing officers to the nation's streets, enhance crime fighting technology, support crime prevention initiatives, and provide training and technical assistance to help advance community policing. More than 500,000 law enforcement personnel, community members, and government leaders have been trained through COPS Office-funded training organizations.

The COPS Office has produced more than 1,000 information products—and distributed more than 2 million publications—including Problem Oriented Policing Guides, Grant Owner's Manuals, fact sheets, best practices, and curricula. And in 2010, the COPS Office participated in 45 law enforcement and public-safety conferences in 25 states in order to maximize the exposure and distribution of these knowledge products. More than 500 of those products, along with other products covering a wide area of community policing topics—from school and campus safety to gang violence—are currently available, at no cost, through its online Resource Information Center at www.cops.usdoj.gov. More than 2 million copies have been downloaded in FY2010 alone. The easy to navigate and up to date website is also the grant application portal, providing access to online application forms.

Letter from the Director

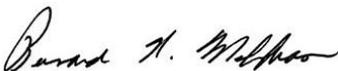
Dear Colleagues,

In the United States, dogs are an integral part of society, which means police engage with dogs quite often in the line of duty. There are a variety of circumstances where a dog could be involved in a police call, and it is critical that police departments not only develop effective departmental strategies advocating for the proper handling of dog-related incidents and encounters, but also proactively create tactical-response strategies, ensuring humane treatment of dogs and safety for the public and officers.

The COPS Office understands the importance of dog-related incidents and encounters for the public, law enforcement, and dog owners alike. With the number of dog fatalities by law enforcement on the increase, as well as concerns for officer safety, law enforcement officers must advance beyond automatically using their weapons when encountered by a dog. There are many other ways to ensure public and officer safety through diffusing dog encounters.

With *The Problem of Dog-Related Incidents and Encounters*, law enforcement officers have a valuable resource to help them improve incidents involving dogs—internally, externally, and with political audiences—and to build the knowledge, skills, and awareness necessary to succeed in these encounters. This publication offers an in-depth look into developing effective strategies in assessing a dog's environment; what dog posture, vocalization, and facial expressions mean; options for distracting and escaping from a dog; defensive options in dealing with a dog; asking the right questions in dog investigations; and effective gathering of dog evidence and report writing. Presented here are important findings as well as powerful recommendations for agencies to improve their dog encounter processes and illustrate those processes to the public in a way that promotes safety for officers, the public, and dogs they encounter.

By developing effective strategies in dog relations and communicating these strategies to all officers and the public, law enforcement will gain the advantage of strong relationships with internal, external, and political audiences. Some of you may remember that I served as a law enforcement dog-handler for several years during the 1970s, and I know this would have been a wonderfully useful publication to have back then. I am proud to be able to share this resource with you now, and hope you all reap its benefits.



Bernard K. Melekian, Director
Office of Community Oriented Policing Services

Acknowledgments

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CHAPTER 1: The Problem of Dog-Related Incidents and Encounters

Americans love dogs. There is roughly one dog for every four people in the United States, and they live in a variety of relationships with humans. Because dogs are so much a part of American society, police routinely deal with them in the line of duty, and not just when responding to calls about inhumane treatment or animal abuse, or when dogs are seen to present a danger to people. In fact, officers encounter dogs in the course of almost every kind of police interaction with the public, from making traffic stops and serving warrants to interviewing suspects and witnesses, and even pursuing suspects.

A problem-solving policing approach to dog-related incidents and encounters should recognize the complexity of the human-canine relationship; the need for education concerning the human-animal bond and its well-documented benefits; and the need to regulate reckless and inhumane owner behavior to encourage public awareness of risk factors and to address human- and animal-behavior problems within the context of applicable statutes, rules, and regulations. The goal is safe, humane communities.

Dog-Related Incidents and Encounters Covered in This Guide

This guide discusses the tools, practices, and procedures that contribute to effective responses to dog-related incidents and encounters where dogs happen to be present. Primary goals include ensuring public and officer safety and considering community needs and demands.

Although dog-related incidents and encounters may also be related to inhumane care and animal cruelty (including animal-hoarding situations and dog fighting), this guide does not directly address them. Each of those requires its own analysis and response. Nor does it directly address public-policy issues (such as dog-breed discrimination) or departmental policies that fail to incorporate effective practices.

General Description of Dog-Related Incidents and Encounters

Extent of Dog Ownership in the Community

There are approximately 77.5 million owned dogs in the United States.¹ Indeed, dogs are likely to be encountered in 39 percent of residential locations. A recent poll revealed that approximately 53.5 percent of owners consider their dogs family members, another 45.1 percent view them as companions or pets, and less than 1.5 percent consider them mere property.²

Of course, all owners do not maintain their dogs to the same level of positive, humane care. Owners may keep dogs exclusively on chains, in kennels, or in yards, and deny them the opportunity for positive interaction with human beings. They may have obtained dogs for negative functions such as guarding, protection, or irresponsible breeding.

Types of Dog-Related Incidents and Encounters

An officer may encounter a dog in a wide array of situations. Most often, officers are called to respond to situations in which dogs are central to the incident:

- Reckless dog owners and serious dog-related incidents or threats to public safety
- Loose or stray dogs that may be perceived as threats to public safety
- Disputes between neighbors involving dogs

However, officers also encounter dog owners and dogs in a host of other settings:

- Traffic incidents (e.g., dogs in cars at routine traffic stops or traffic accidents, dogs on the street injured by vehicles)
- Residential settings (e.g., dogs encountered in homes and apartments when responding to calls for service, serving a warrant, or investigating other situations)

RESIDENT DOGS ARE DOGS

whose owners maintain them exclusively on chains, in kennels, or in yards; or dogs obtained for negative functions (such as guarding, fighting, protection, and irresponsible breeding). Because resident dogs are maintained in ways that segregate them from normal human interactions, they cannot be expected to exhibit the same behaviors as companion animals or family pets that have been afforded the opportunity to interact with humans on a daily basis and in positive and humane ways. 🐾

SERIOUS BITES ARE RELATIVELY RARE, AND NO PARTICULAR BREED is more likely to be responsible for serious bites:

- In 2007, of the 2,158 bites reported to the County of San Diego Department of Animal Services, only 7.4 percent were classified as “serious.” (Source: San Diego Department of Animal Services, Dog Bite Data from Jan. 1–Dec. 31, 2007.)
- In a two-year period, from 2007–2008, there were 2,301 bites reported to the Indianapolis Department of Public Safety–Animal Control. Only 165, or 7.2 percent, of these reported bites were classified as “severe.” The 165 severe bites were inflicted by 34 different breeds of dogs. (Source: Indianapolis Department of Public Safety–Animal Control, Dog Bite Data from Jan. 1, 2007–Dec. 31, 2008.)
- In 2007, only 10 (5.5 percent) of all reported dog bites in Washington, D.C., were classified as severe. The 10 severe bites were inflicted by nine different breeds of dogs. (Source: Government of District of Columbia, Bureau of Community Hygiene, Animal Disease Prevention Division, Dog Bite Data from Jan. 1–Dec. 31, 2007.) 🐾

- Commercial settings (e.g., dogs guarding a gated industrial facility)
- Streets and parks (e.g., dogs on leads, dogs running loose, dogs locked in a vehicle on a hot day)
- Public places (e.g., service dogs in restaurants)

Dog Bites

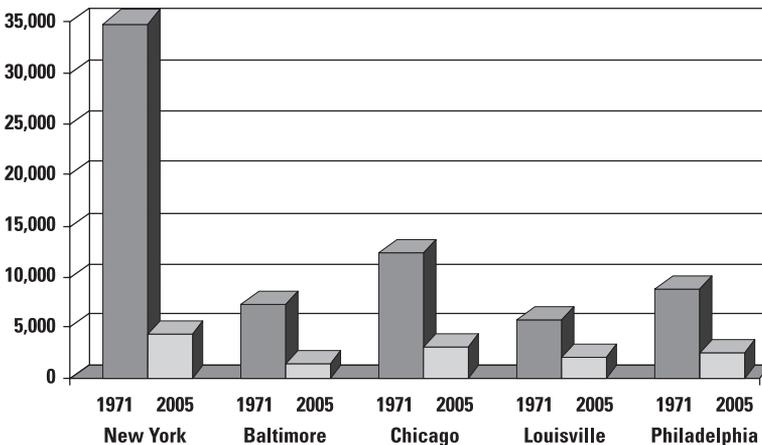
The overwhelming majority of dog bites are minor, causing either no injury at all or injuries so minor that no medical care is required. Fewer than 2 percent of the individuals visiting an emergency room complaining of a dog bite require hospitalization. By way of comparison, in 2009, almost five times as many people went to an emergency room because they had been assaulted by another person as opposed to people who went because they had been bitten by a dog. Approximately 5.7 percent of those assaulted by another person were thereafter hospitalized.³

DESPITE POPULAR BELIEF, THERE IS NO DOG-BITE “EPIDEMIC.”

There is no national system in the United States for tallying reports of dog bites. The often-repeated estimates of a nationwide total of dog bites are derived from telephone surveys, the first of which was conducted in 1994. From among the 5,328 persons who responded to this survey, interviewers obtained reports of 196 dog bites believed to have occurred within the 12 months prior to the interview. Only 38 of those sought medical attention.

However, even as the canine population has steadily increased over the past three decades, the number of reported dog bites has drastically decreased. For example, New York City has seen reports of dog bites decrease from more than 37,000 per year in the early 1970s to fewer than 3,600 in 2009 (Sources: D. Harris, et al. 1974. “Dog Bites—An Unrecognized Epidemic.” Bulletin of New York Academy of Medicine, 50, no. 9, October; New York City Department of Health and Mental Hygiene.) 🐾

Actual Number of Reported Dog Bites 1971 & 2005



In fact, dogs are seldom dangerous. According to Janis Bradley, author of "Dogs Bite, but Balloons and Slippers Are More Dangerous," more people are killed by lightning each year than by dogs. Despite the increase in the number of dogs and people in the United States, dog-bite-related fatalities are exceedingly rare and have not increased over the last two decades: 25 were reported in 1990 as compared to 24 in 2008. Although the number of fatalities fluctuates, it remains low from year to year.⁴

There is no scientific evidence that one kind of dog is more likely to bite or injure a human being than another kind of dog. The American Veterinary Medical Association (AVMA) Task Force on Canine Aggression and Human-Canine Interaction has strongly cautioned against using statistics to target particular breeds as more likely to bite: "Dog bite statistics are not really statistics, and they do not give an accurate picture of dogs that bite."⁵

Most factors that trigger aggression in dogs toward unfamiliar people and can result in bites fall squarely on owners and include the following:

- **Lack of socialization:** Isolated dogs that have not had regular, positive interaction with people may be uncertain, fearful, or aggressive when encountering people or other animals.
- **Lack of supervision and restraint:** Dogs left alone on the premises are likely to see an intruder as a threat. This is made worse if the dog is chained and thus unable to flee.
- **Reproductive status:** Available public-health reports show that more bites are inflicted by unsterilized dogs.
- **Pain and illness:** Dogs who are in pain from injury, disease, or neglect are more likely to see any approach or contact with a human as a threat of more pain.
- **Abuse:** Dogs who have reason to fear humans may try to drive away the threat.

THERE IS NO DOCUMENTED CASE OF A POLICE OR PEACE OFFICER dying as the result of a dog-bite-related injury. 🐾

Frequency of Dog Shootings by Police Officers

In most police departments, the majority of shooting incidents involve animals, most frequently dogs. For example, nearly three-fourths of the shooting incidents in Milwaukee from January 2000–September 2002 involved shots fired at dogs, with 44 dogs killed by officers during that period.⁶ Information furnished by various California law enforcement agencies indicated that at least one-half of all intentional discharges of a firearm by an officer from 2000–2005 involved animals.⁷

It is in the interests of every department to reduce such occurrences. Departments should review firearm-discharge reports to determine the frequency of the incidents and the circumstances involved, and then take steps to reduce the number of incidents.

Factors Contributing to Dog-Related Incidents and Encounters

Reckless, Uneducated, or Inhumane Owners

- Owners who allow dogs to run at large
- Owners who leave tethered or chained dogs unattended
- Owners who neglect or abuse dogs, either failing to provide for their basic health, shelter, and sustenance needs or actively abusing them
- Owners who keep dogs in a chronically unclean, unhealthy environment
- Owners who train or keep dogs exclusively for purposes of personal or property protection
- Owners who are largely absent
- Owners who irresponsibly breed dogs
- Owners who keep a large number of dogs in a small space
- Owners who fight dogs

- Owners who fail to sequester females in heat from males
- Owners who fail to sequester female dogs nursing young puppies
- Owners who are ignorant of laws or available resources

Insufficiently Trained Police Officers

- Officers who make judgments concerning a dog they encounter based on its presumed breed or physical appearance rather than its behavior
- Officers who view a dog running toward them as a threat (the dog could be friendly and merely greeting the officer)
- Officers who are unaware of leash laws or the laws governing potentially dangerous, dangerous, or vicious dogs in their city or state
- Officers who lack knowledge of available animal-welfare resources
- Officers who lack skills in handling dogs or reading dog body language
- Officers who lack needed canine-communication skills

Harms Resulting From Dog-Related Incidents and Encounters

From the police perspective, the most obvious harm that can result from a dog-related incident is the injury to an officer when a dog bites.

If a responding officer shoots at a dog, however, other harms can result, including bystanders and other officers being shot by friendly fire. For example, in Detroit in 2010, an animal-control officer was injured when a police officer fired at two dogs that were running at large.⁸ An even more dramatic incident occurred on July 23, 2006, when NYPD officers were called to mediate a tenant–landlord dispute. When a dog at the building began biting the leg of an officer, 26 shots were fired at the dog, and three officers were grazed by bullets.⁹

When an officer kills or injures a dog that is not a serious threat, other significant harms can result. Such incidents often do serious damage to community trust in the department and profession. Controversy particularly arises when an officer's assessment of "imminent danger" is challenged by witnesses, the dog's owner, or a video record of the incident.

IN 1998, OFFICERS FROM THE San Jose (California) Police Department raided two homes owned by Hell's Angels motorcycle-club members and killed three dogs. The city paid the motorcycle club nearly \$1 million as a result. Two other departments—Santa Clara and Gilroy—also paid for their involvement in the event. The grand total in damages reached nearly \$1.8 million. City appeals were struck down by the courts, which cited Fourth Amendment violations, a failure to consider an alternative for “isolating” the dogs in the week-long planning of the raid, and a failure to use less lethal weapons. (Source: Lisa Spahr, “The Canine Factor: To Shoot or Not to Shoot,” Subject to Debate, a publication of the Police Executive Research Forum, January 2007.) 

The killing or injuring of a dog also opens the officer and the department to lawsuits and other legal actions, including 42 USC 1983 claims (deprivation of property without due process) and internal-affairs investigations. For example, in 2002, a Chicago woman whose dog was fatally shot when it lunged at a Chicago police officer was awarded \$120,000.¹⁰

Trained officers can mitigate the harms to themselves, fellow officers, bystanders, and the community perception by learning to defuse potentially harmful situations.

A video of a real-time example of a safe, effective use of the Taser®—which ensures the safety of the officers, bystanders, and dogs, and provides an opportunity for effective community policing as well—can be viewed at www.liveleak.com/view?i=a1d_1192690532.

CHAPTER 2: Understanding Your Local Problem

The information provided in the previous chapter about the problem of dog-related incidents and encounters is a generalized description. Officers must combine the basic facts with a more specific understanding of their own local problem. Officers will also need to address incidents involving police shootings of dogs, apart from other dog-related incidents in the community, in order to focus on the department-level training that is needed. With that information, and in collaboration with local stakeholders as appropriate, the police department can help develop a plan to improve the current situation and make the community safer and more humane.

Asking the Right Questions

The following are examples of questions that should be addressed in understanding local problems related to dog ownership and dogs:

- What are the existing reckless-owner/dangerous-dog ordinances and state laws? Are problem dogs required to be microchipped or permanently identified? Are problem dogs required to be sterilized? Are persistently reckless owners or convicted felons prevented from owning or residing with dogs?
- Are current laws being enforced uniformly? Are current policies realistic, fair, and enforceable? Have the proper resources been provided for successful implementation (e.g., animal care and control funding, police training in animal behavior)?
- What are the current dog ordinances? Are dogs required to be licensed? Is there differential licensing for dogs that offers an economic incentive for neutering/spaying? Are dogs required to be leashed? Is tethering of dogs restricted to times that the owner is present?
- What animal care and control services are available to the community? Do police officers have access to those services?
- Have the local stakeholders been identified (e.g., dog owners, veterinarians, veterinary technicians, humane societies, animal control, dog trainers, behaviorists, animal-business owners, teachers, medical professionals, public officials, community members)? Is there an advisory council of those stakeholders?

- Does department policy recognize that dog-related incidents are a function of reckless-ownership practices?
- What dog-bite data currently exist in the community? Can the bite data be broken down geographically to ascertain specific areas of concern, even specific addresses?
- Does the department recognize that media characterizations of dogs are often contradicted by animal scientists?
- Does the department recognize that breed identifications contained in available reports are subjective and usually inaccurate,¹¹ and are not a basis for an officer to make a decision in the field?
- Is the connection between domestic-violence incidents and dog-bite incidents incorporated into departmental practices?
- Is there an effort to educate the public on the community standards for pet ownership?
- How often do police officers discharge firearms in dog-related incidents? How many dogs have been killed? Have fellow officers or community members been injured in these incidents? Have lawsuits resulted from these incidents?

THE CITY OF CALGARY, ALBERTA, HAS APPLIED A COMMUNITY-oriented approach to animal control that could serve as a potential model for others. Calgary focuses on pet owners and has written a law that codifies its four principles of responsible pet ownership: license and provide permanent identification for pets; spay and neuter pets; provide training, socialization, proper diet, and medical care for pets; and do not allow pets to become a threat or nuisance. Calgary promotes compliance with these principles with education, programs, collaboration, and, when necessary, enforcement, with strict and meaningful penalties.

For information about Calgary Animal and Bylaw Services, see <http://content.calgary.ca/CCA/City+Hall/Business+Units/Animal+and+Bylaw+Services/Animal+Services/Animal+Services.htm>, accessed December 5, 2010. 🐾

Measuring Your Effectiveness

Measurement allows police departments to determine to what degree their efforts have succeeded and suggests how a department might modify its responses and policies if they are not producing the intended results. Measures of the problem should be taken both before and after the implementation of responses to evaluate them objectively. Any observations of increases or decreases in key numbers, such as those listed below, must be understood in the context of other factors, such as departmental policy, change in laws or procedures, media campaigns, and seasonal variations.

The following may be useful questions leading to general measures of the effectiveness of police efforts in the community:

- Is there an increase in the number of inter-agency responses?
- Is there an increase in the quality or availability of animal services in the community?
- Is there an increase in the number of dogs licensed or otherwise permanently identified in your community?
- Is there a reduction in the number of complaints or calls for service?
- Is there a reduction in the number of incidents where officers encounter loose or stray dogs?
- Is there a reduction in the number of disputes involving canines and neighbors?
- Is there a reduction in the number of dog-related incidents?
- Is there a reduction in the number of stray dogs in the community?
- Is there an increase in the number of loose dogs picked up and returned to their owners?

Departments will need to take into account that increased attention to dog-related incidents may result in a short-term *increase* in some numbers where a *reduction* is the outcome sought.

The effectiveness of the efforts within the police department should also be measured:

- Is there a reduction in the number of firearm discharges?
- Are available police reports more focused on the role of the owner in most dog-related incidents?
- Is there access to information on properties whose residents may be keeping their dogs in such a way as to create a risk to officer safety?

CHAPTER 3: Responses to the Problem of Dog-Related Incidents and Encounters

General Considerations for an Effective Response Strategy

Developing Effective Strategies Within the Agency

Effective departmental strategies mean that departmental leadership not only advocates for the proper handling of dog-related incidents and encounters but also proactively creates tactical-response strategies. Basic and in-service training should include the following:

- Training on dog behavior by qualified professionals
- Partnering with animal control and other animal services
- Training in appropriate use of non-lethal tools and the force continuum
- Information on local resources
- Organizational policies and procedures that facilitate appropriate outcomes

Forming Partnerships in the Community

Law enforcement may be the lead agency for the response to, and reporting of, dog-related calls. Therefore, it is prudent to establish an inventory of the resources that may be available to provide expertise and assistance, and to develop collaborative partnerships with these resources in the community, providing a foundation for proactive problem-solving and effective police response.

Law enforcement organizations that advocate the principles of community policing understand that public-safety issues such as dog-related incidents cannot be resolved by the police in a vacuum. Collaborative partnerships and the local multidisciplinary teams will engage and promote ownership of the solutions to issues involving reckless or inhumane owners and their dogs. A little enforcement presence at the early stages can encourage an owner to take corrective actions.

Assemble the team based on the stakeholders in the community. Representation on a local multidisciplinary team might include animal control, animal advocates, humane investigators, veterinarians, the medical community, media, and members of the community. Involving the community in anticipation of dog-related issues prepares stakeholders for a collective response to an event, as predetermined by law enforcement personnel.

STEPS IN THE SARA PROBLEM-SOLVING MODEL:

SCANNING: Identifying the problem

- **ANALYSIS:** Learning as much as possible about the problem to identify causes
- **RESPONSE:** Looking for long-term, creative, specific solutions
- **ASSESSMENT:** Evaluating the effectiveness of the response 

Central to the goal of addressing dog-related incidents is promoting the use of the Scanning, Analysis, Response and Assessment (SARA) problem-solving process. The application of the SARA problem-solving model empowers community members by accurately and proactively identifying and resolving problematic dog-related issues.

Responding Properly to the Media

Police who effectively deal with the media report only the known facts and the nature of the investigation, using the interaction as an opportunity to educate the public about responsible pet ownership.

For instance, if a dog-related incident or encounter results in a death, the department should be careful not to term it a dog-bite-related fatality until the coroner has determined the cause of death. (Such incidents are extremely rare. Only one person in 10 million dies in a dog-related-incident per year.¹² Very few officers or even departments will ever be called on to deal with a fatal event.) An exclusively fact-based approach will save the department from potential embarrassment, avoid problems in prosecution, and build community trust.

A good example of what to avoid occurred in 2007, when between August 3 and 6 more than 300 entertainment and media outlets publicized police allegations that dogs belonging to actor Ving Rhames had mauled to death his live-in caretaker and friend. On August 7, the Los Angeles County Coroner ruled that the dogs had *not* caused the death of the man, and that although the man “sustained bite and claw marks,” the injuries were “superficial and not sufficient to cause his death.”

Many of the articles and quotes attributed to police about this “dog-bite death that wasn’t” can still be found on the Internet.¹³

Similarly, the agency should not attempt to identify the dog by breed. Breed identification of dogs of unknown pedigree is extremely unreliable and, in many cases, later investigation will require a retraction.¹⁴ For example, in March 2007 in Friendswood, Texas, police originally reported that a dog believed to have killed a woman was a “pit bull.”¹⁵ Subsequent to this report, a family member informed the authorities that the dog was a mix between an American bulldog and a Catahoula. A correction was then published.

An agency can avoid unnecessary complications by precisely describing a dog’s appearance, along with any identifying collar, harness, etc. (e.g., a black, 100-pound, long-haired, intact male dog).

POLICE AND THE GENERAL PUBLIC COME TO WRONG CONCLUSIONS

because incidents involving certain types of dogs receive a disproportionate amount of coverage. Consider how the media reported two incidents that occurred in December 2008:

- In Coconino County, Arizona, an elderly woman was killed by one or two dogs reported to be Labradors. The sheriff’s office issued a press release to all media. However, this incident was reported in only one local newspaper. (*Sources*: Coconino County Sheriff’s Office Media Release, December 2, 2008; Arizona Daily Sun, Flagstaff, Arizona, December 3, 2008)
- In Riverside County, California, a man was killed by his grandson’s two dogs, both of which were reported to be “pit bulls.” The incident was reported in at least 285 media outlets, both nationally (in 47 states) and internationally (in eight other countries). MSNBC, Forbes, USA Today, Fox News, CBS News, and ABC News all picked up the story. (*Source*: Google search conducted by National Canine Research Council on December 21, 2008, using location, victim’s name, and keywords to capture articles dealing exclusively with this incident.) 🐾

Careful handling of media attention is especially necessary when a dog is shot. Police shootings of any kind are almost always high-profile events, and the shooting of a dog has a set of issues and sensitivities all its own because such a high percentage of dog owners now regard their animals as either family members or companions.¹⁶ Determinations about whether the shooting was justified should be avoided until a thorough investigation has been conducted.

Specific Responses to Dog-Related Incidents

Effective Police Responses When Encountering Dogs

Dogs use their teeth to get food, manipulate objects, establish and maintain social relationships, and protect themselves and their group from danger. Their teeth are their main tools for interacting with the world, much like a human's hands. Even when they use their teeth to settle conflicts with other dogs and with humans, most use only a fraction of the pressure of which they are capable. This is called *bite inhibition* and is comparable to a human "pulling his punches." Even when a threat escalates to tooth contact—most often because the dog's non-contact warning signals have not been heeded—the objective is still usually to drive the intruder away with minimum damage and risk to the dog and others. Almost all dogs will try to bluff or threaten before resorting to actual contact. In this sense, their approach is similar to the force continuum used by police officers. (See "Applying Force in Dog-Related Incidents and Encounters: A Continuum" on page 30.)

Dogs do bite, however, so a careful assessment needs to be made when first encountering a dog. How an officer reads and responds to a dog's behavior is often the most important factor in determining whether a dog will bite, attack, or withdraw. It is equally important to assess the dog's environment. Many dogs, like people, can be territorial.

Assessing the Risk

Before doing a careful assessment of the environment, an officer should assess the risk by first giving attention to the behavior of the dog(s) and the situation:

- An injured dog (e.g., from a traffic accident): Even a friendly, well-socialized dog may bite if injured. Dogs do not understand that a person touching them when they are in pain is trying to help. Therefore, injured dogs should be muzzled before being handled or moved (improvise a muzzle, utilizing leashes, belts, or even first-aid gauze).



Photo Credit: Best Friends Animal Society, "Best Friends' ABCs of Dog Life"
(www.bestfriends.org/theanimals/pdfs/dogs/ABCsofDogLife.pdf)

Gauze can serve as a makeshift muzzle for an injured dog.

- **A frightened dog:** Fearful dogs are usually low to the ground with their tail tucked between their legs. Their ears may be flat on their head. The best strategy would be to not approach this dog.
- **An approaching dog:** Most dogs happily greet a new human. Some will be so enthusiastic about greeting that they will do this at a full run and then launch themselves at the officer. Absent any of the warning signals described below, an approaching dog is almost always friendly. A dog who feels threatened will usually try to keep his distance.
- **A barking and lunging dog:** This dog is usually restrained by a barrier (e.g., fence, door) or a tie-out (e.g., chain, rope, leash). The restrained dog that barks and lunges at the approaching officer is the highest risk to bite if the officer enters the area the dog can access. The best strategy with a restrained dog is to maintain as great a distance as possible. Still, only a minority of such dogs will actually bite, and even fewer will bite with force. Some dogs will bark and lunge out of simple frustration at not being able to access people and dogs, and the behavior will not occur if the dog is at liberty. The dog straining at the end of a chain or rope may simply be trying to greet the person, particularly if the dog is not barking or displaying any of the warning signs below. The unrestrained dog who barks and snarls and growls

but does not approach or stops approaching before actual contact is clearly communicating a warning, not an intent to bite. The dog is only likely to bite if the warning is not successful in driving away the intruder—in other words, if the officer continues to approach the dog or fails to retreat despite the warning.

- A dog stimulated by quick movement: Most dogs will chase any rapidly moving object. Thus, a running officer or member of the public is likely to be chased by any dog in the vicinity, and chasing behavior can then escalate to grabbing and biting. This is not aggression, in the sense of responding to a threat, but rather a game for the dog; it's a response to the same impulse that causes a dog to chase a tennis ball or a toy. Running in an area that a dog can access therefore should be avoided whenever possible.

Assessing the Environment

There are numerous signs that indicate a dog may be present. These include the following:

- Signs, posters, or window stickers that alert people to the presence of a dog
- Food or water bowls in the yard
- Dog toys or bones
- Worn trails along the fence line
- Chains or tie-outs
- Dog waste
- Barking, whining, or growling

If an officer determines that a dog is present and there's sufficient time, animal control should be called to handle the dog. If that's not an option, the officer should take several steps to minimize risk.

First, the officer should recognize that dogs are territorial and may defend their turf. They often use the same landmarks as people to decide where their territory starts and stops, including fences, gates, sidewalks, and houses.

Therefore, if the officer is entering a yard and sees signs of a dog, the dog should always be alerted to the officer's presence when possible. This can be done by calling out to the dog in a friendly voice and then waiting to assess the dog's response. Many dogs will have learned that certain sounds, such as gate latches opening and footsteps on porches, predict the approach of a person. If there are signs of a dog, the officer should try to amplify such noises (in case of a sleeping

dog) and wait several seconds after making such noises to see whether a dog appears and what the response is. Only the most desperately fearful (or deaf) dog will fail to make an appearance when indicators of a human approach are heard. It's a rare canine who can't be bothered to investigate a new human. Being alert to these possibilities puts the officer in a better position to control the encounter. The extremely fearful dog who is hiding may escalate to trying to drive the intruder away if the officer inadvertently approaches the hiding place, so it's advisable to be aware of places where dogs might seek refuge, such as behind debris and bushes, under porches and in crawl spaces, and, most obviously, in dog houses or shelters.

Dogs will often become upset and even protective of their family when people in their presence are behaving in an agitated or confrontational way. So questioning a suspect or even a witness in the vicinity of an unrestrained dog is unwise. When entering a residence, the owner should be asked to contain the dog. Asking the person to put the dog in the bathroom works best because bathrooms usually have doors, whereas bedrooms sometimes do not. When practical, the owner should be asked to contain a dog that is in the yard before the officer enters the area.

A HIGHLY PUBLICIZED SHOOTING OF A DOG NAMED PATTON

during a traffic stop in Tennessee resulted in a state law requiring that highway-patrol officers receive training in dog behavior. The Smoaks, a North Carolina family traveling through Tennessee, had stopped for gas. Mr. Smoak had left his wallet on top of the car. As the Smoaks drove off, money started flying off the car. Someone called the police, incorrectly stating that there might have been a robbery. Police officers stopped the Smoaks' car and handcuffed Mr. Smoak, his wife, and their child. The Smoaks asked the officers to please shut the car door to secure Patton; when they did not, Patton came out of the car, wagging his tail. A Cookeville police officer shot and killed the dog in front of the vacationing family. The family later filed a Section 1983 civil suit over the death of Patton. The suit was settled out of court for \$77,000. A video of the incident can be viewed at www.youtube.com/watch?v=LvOT2X1dXcI. (Source: Fred Brown, "Dog's Blood Stains City's Name," KNOX, January 11, 2003, available at www.knoxnews.com/archives, accessed December 5, 2010.) 🐾

Dogs may also consider the vehicles in which they are traveling to be part of their territory or may simply be eager to exit the car for any number of reasons. In traffic stops, it's consequently important to make certain the dog is controlled. This often can be accomplished by hooking the dog's leash or collar to the safety belt. If a dog bolts into traffic, an accident can result. Therefore, if the owner exits the car, the officer should ensure that the windows are rolled up enough to prevent escape, while providing sufficient air, and that the doors are closed.

Assessing the Dog's Behavior: Warning Signals vs. Friendliness

Dogs are extremely adept at reading human body language. They follow our gaze, investigate things we show interest in, and quickly learn human behaviors that predict both safety and fun for them, as well as any likelihood of a human attacking them. Most also see a few common human behaviors as threatening.

Dogs respond to us by communicating through their own body postures, facial expressions, and vocalizations. Without staring at it, the officer should look at the entire dog, checking both for behaviors that show the dog is uncomfortable and feeling threatened and for behaviors that signal comfort and friendliness. An officer should look quickly at the whole dog to get an overall impression of the dog's state of mind. Staring at the dog's face should be avoided, as this can create an eye-contact challenge.



Photo Credit: Jamis Bradley

This dog's posture says, "I'd like to play." An officer may approach walking normally.



Photo Credit: Safe Humane Chicago

Remo, a victim of cruelty from a dog fighting bust, has the posture of a dog saying, "I'm relaxed and happy." An officer may let such a dog approach.

Body postures:

- Is the dog loose and wiggly or is it stiff? Full body wags mean the dog is friendly. The dog that solicits attention by wriggling, curving the body almost into a "C" shape, and approaching with head low and to the side is anxious for attention but a little afraid.
- A dog that approaches slowly with legs and tail held stiffly is warning that a decision hasn't been made as to whether the human is safe or dangerous. The dog may be ready to escalate if the officer does anything that appears threatening.
- Dogs that stop their approach or change direction, although probably wary, are demonstrating an inclination to retreat rather than to try to drive away a threat.
- Dogs that show non-interactive behaviors (e.g., stopping to scratch or lick themselves) are either non-social or showing stress. They are unlikely to escalate to warning signals if they are not approached.
- Tail position and wagging are complex aspects of dog body language and should not be relied on as strong indicators of likely behavior. The only exceptions are a tail tucked tightly between the legs and under the body, which indicates a very frightened dog, and a rapidly, loosely wagging tail when shown with the "full body wag" described above, which is a reliable indicator of friendliness without fear.



Photo Credit: Best Friends Animal Society. "Best Friends' ABCs of Dog Life"
(www.bestfriends.org/theanimals/pdfs/dogs/dogsofDogLife.pdf)

This dog's posture clearly says, "I'd like to be friends."

Facial expressions (mouth and eyes):

- Dogs warn ("please don't make me bite you") by tensing their lips to expose their teeth in what we commonly call a snarl. They either pucker the lips forward to show a lot of front teeth or pull the lips tightly back, exposing a larger number of teeth but not up to the gumline. The latter expression indicates more fear, but either may escalate to biting if not heeded. Friendly, comfortable dogs often have their mouths open in an expression dog professionals call "play face." The mouth is relaxed, and the dog often pants. A dog giving a warning almost never pants.
- Yawning or lip-licking usually means a dog is anxious or uncomfortable. As with all fear communications, these can escalate to a warning if the dog is pressured. Continuing to approach may pressure the dog.
- Dogs often warn by holding a direct gaze, especially if doing so while also moving (or standing still) stiffly as described above. Many will also respond to direct eye contact from humans as a threat.
- Dogs that guard their resources (e.g., sleeping spaces, food, bones, toys, and sometimes people) will often freeze extremely stiffly and show the whites of their eyes to warn people and other dogs to leave their stuff alone. This is quite different from a dog that is simply resting or standing still. It looks like a sudden freeze-frame shot in a movie. Such a dog is extremely unlikely to escalate unless pressed by the officer approaching closely or attempting to remove the possessions, in which case the dog will probably emphasize displeasure by growling.

Vocalizations:

- Dogs bark for many reasons: to express frustration at the squirrel up the tree, to alert the household to visitors, to solicit play or ask for goodies. Dogs even bark out of boredom. So barking by itself is not enough to constitute a warning signal. If it is accompanied by lunging, snarling (see “Facial Expressions” above), and growling, the dog is clearly trying to warn away a threat.
- Whining indicates that the dog is requesting something or is uncomfortable.
- Growling is one of the dog’s clearest warning signals. A growling dog should never be approached.

It is generally true that a dog whose tail, body, head, and sometimes ears are low or who is yawning or licking lips may be fearful or worried. The impression may be that the dog is leaning back away from the officer. Approaching this dog would be a further threat, but even with these dogs, a wriggly body means “wants to greet anyway.”

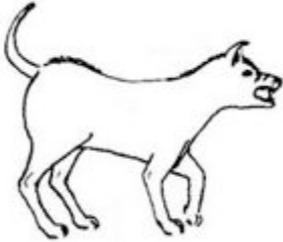
High tail, head, body, and sometimes ears as well generally mean a dog is confident; such dogs look as though they’re leaning forward toward the officer or standing tall. With the “high” or “forward” dog, a stiff body means “keep away,” and a wriggly or relaxed body with relaxed, open mouth means “eager to greet.”

Dogs who stare at an officer without moving or show the whites of their eyes are indicating that they are agitated, fearful, or feel threatened.

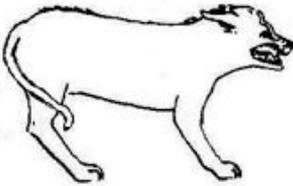
Again, in all instances, avoid an extended look or stare to determine these things. Giving distance, averting looks, or turning eyes, shoulder, or body away signal there is no challenge.

THREATENING OR WARNING

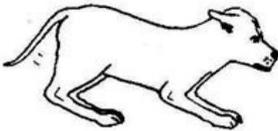
behavior is not necessarily a predictor of biting behavior. An officer should not assume the animal is always going to bite or attack. There are other reasons that a dog shows upsetting behavior. From the dog’s perspective, the officer often appears as dangerously unpredictable to the dog as the dog appears to the officer. Moreover, behavior motivated by fear of strangers will often be mitigated if the animal is removed from an abusive situation and given opportunities for normal socialization. It is more useful to think of a dog as behaving aggressively in this situation right now than to think of it as an aggressive dog. 🐾



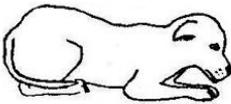
This dog is saying, "You look threatening. Please back off." An of cer should not approach or make eye contact, and should use either a passive stance or retreat.



This dog is saying, "You scare me. Please don't make me bite." An of cer should not approach or make eye contact.



This dog is saying, "Please don't make me warn you." An of cer should let this dog make the move to approach and should always watch for abrupt cessation of panting and closing mouth with stiffening or freezing of body.



This dog is saying, "Please don't hurt me. I'm being as small as I can." An of cer should wait to allow this dog to approach and should not stare.

Illustration Credit: Janis Bradley

Reacting to Dogs

Officer behavior on initial encounter:

First rule: If you have an animal-control or animal-services agency, engage their help as soon as possible.

The use of a weapon is seldom required in dog-related incidents or encounters. This subsection is intended to give an overview of how an officer should proceed when a dog is present.

Despite the seemingly complex description of dog behavior in the previous section, two simple strategies will keep officers safe in the vast majority of encounters with dogs.

The first strategy is to use treats to prevent and defuse overtly threatening encounters. Many high-value treats, such as bits of dried liver, are readily available and can be easily stored in a pocket in a small plastic bag. A handful of these can be tossed in a smooth underhand motion (an overhand throw is likely to be perceived as an impending blow) to a dog at a distance. The food will scatter and take the dog a bit of time to collect. This simple tactic is likely to win over the suspicious and mildly fearful dog and to distract and sometimes even win over the overtly warning one. It is the ultimate in de-escalation and also provides valuable information, as a dog that will not eat tasty treats is very frightened. The only time this tactic is not advised is with multiple dogs in the same space, as competition over the food can spark a fight. Hand-feeding any but the most overtly friendly dogs is not advised, however, as drawing a fearful dog closer may make the dog feel more threatened.

The second strategy is to turn the body to the side, look down, and keep the hands close to the body. This approach says "I'm no threat" to the dog, according to "Bark, Stop, Drop, and Roll," a video by the Tennessee Highway Patrol and the American Humane Association. It's the best way to handle dogs that approach in a non-threatening manner and to prevent fearful signals from escalating to warning signals and warnings from escalating to bites. In addition, it says "I'm no fun" to the over-enthusiastic greeter, thus causing a dog to lose interest and not be an impediment to officers doing their job. Some dogs will nip, either in play or as a warning, if a person turns his back completely, so this sideways orientation is preferred.

Thus, when encountering a dog, officers should stop all forward movement and turn their bodies to the side. Officers should drop their eyes and watch the dog using peripheral vision. Under no circumstances should an officer stare at a dog. A direct stare is often seen as a threat. When passing by a restrained dog, the officer should toss treats as described above, even if the dog is barking and lunging.

The officer should speak calmly to the dog in a friendly tone while scanning the surroundings for escape routes that will not bring the officer closer to the dog and for barriers that can be used for protection in case of escalation. If the dog is overtly warning by barking or growling, the officer should toss treats to move the dog farther away. Some dogs respond to verbal cues, so saying "Sit" in a pleasant tone and then tossing treats if the dog responds can sometimes distract the dog and defuse the situation.

Most importantly, the officer should never run. A human cannot outrun a dog and, as already noted, many dogs respond to people, animals, and objects that are running or moving quickly by chasing, catching, and even biting. This is play for the dog, not fear or hostility, but serious injury can result. This impulse explains why bicyclists, joggers, skateboarders, and skaters are often involved in problematic encounters with dogs, whether as a result of bites or, more commonly, falls.

Officer behavior if bitten:

In the rare event of a bite, the officer should avoid the impulse to pull away. Such an action can increase injury, changing a less serious puncture into a deep laceration.

If a dog has bitten the hand, the officer should move into the bite, forcing the hand into the dog's mouth. The dog will instinctively release the hand.

If knocked down, the officer should curl into a ball with hands locked behind the neck and arms to protect the neck and throat, with face and front toward the ground to protect vital organs. Most dogs will lose interest if the person attacked stops moving.

Applying Force in Dog-Related Incidents and Encounters: A Continuum

The force-continuum concept for police interactions with people was introduced in response to public and professional concern about excessive use of force by some departments or individuals in dealing with potentially violent or dangerous suspects. One of the principles of such a continuum is that an appropriate response is proportionate to the potential risk to the officer and the public.

Force-continuum principles can also be applied to dogs. Officers should understand that no single dog presents a plausible risk of fatality to an able-bodied adult accompanied by other humans. In fact, only a very few dogs of the very largest types can match the force potential of even an unarmed human. A dog's teeth can only be characterized as "weapons" in the sense that human fists can be so characterized.

Departments should adopt written policies on proper responses to situations involving potentially dangerous animals that reflect a force-continuum approach. It should be emphasized that the necessity to shoot a dog is rare in most situations.

To ensure force is used properly in dog encounters, law enforcement agencies should provide officers with the following:

- Training on dog behavior
- Access to animal control or services
- Training in appropriate use of non-lethal tools
- Up-to-date equipment that can be used as an alternative to lethal force

When lethal force is used against dogs, departments should require thorough reporting and investigation of incidents and accurate reporting to the public and media.

Distractions and escape options:

If a dog encounter turns threatening—in other words, if the dog is actively giving warning signals as described above—officers should first see whether any distractions are available. Many dogs are distracted by food or play toys such as a ball. It is difficult to overstate the usefulness of routinely carrying dog treats as described above: a handful of treats tossed to the dog can allow enough time for the officer to back away to the police vehicle.

THE USE OF FORCE-CONTINUUM

as it relates to people: physical presence, verbal commands, chemical agents, hands-on control, impact weapons, and deadly force.

THE USE OF FORCE-CONTINUUM

as it relates to animals: physical presence, verbal commands, mechanical repellants (baton, bite stick), improvised dog repellants, chemical repellants, electronic repellants (stun gun, Taser®), physical capture, chemical capture, and deadly force. 🐾

It's also helpful to put an object, such as a chair or garbage can, between the officer and the dog.

If a dog continues to warn while approaching despite the officer adopting the passive stance described above, tossing treats, and discreetly moving away from the dog, the officer should attempt to move to a location that the dog cannot reach (e.g., the inside of the police vehicle) rather than risk a bite.

Defensive options:

When a bite has occurred and the dog continues to bite (rather than biting and then immediately retreating), or a bite clearly cannot otherwise be avoided and the dog is large enough to inflict significant injury, defensive options may be needed. These should be:

- Effective
- Safe and humane
- Easily deployable
- Acceptable or defensible to the observing public
- No risk to the observing public

Commonly available items:

There are several items commonly available in police vehicles that can be used to stop a dog that is biting or to prevent an imminent bite when other means to defuse the situation have been exhausted:

- Flashlights, clipboards, and road flares: All of these items can be used for blocking or redirecting a dog attack. In addition, fast-opening umbrellas often scare dogs. An open umbrella can serve as a shield, and a closed umbrella can be used as a bite stick.
- Batons: A baton can be used for blocking or redirecting a dog attack or used as a bite stick. However, it should be noted that the motions involved in opening a baton are seen as threatening by some dogs.
- Fire extinguishers: A fire extinguisher produces noise, cold, a bad taste, and an expanding cloud—a combination that frightens dogs. Many police departments use fire extinguishers effectively when going in on drug raids if they believe a dog might be on the premises.
- Bullhorns or air horns: Any item that will produce a loud noise is useful.

Chemical repellants and disabling agents:

- Citronella spray (such as Direct Stop or SprayShield) is effective on dogs but not people. Dogs are averse to both the taste and odor.
- Oleoresin capsicum (OC), or pepper spray, is highly effective on dogs. In a study conducted with the Baltimore Police Department, dogs were sprayed with OC in 20 incidents where the animals posed a danger to officers. Officers sprayed dogs at distances greater than those from which they sprayed people, with the majority sprayed from a distance of 3 to 8 feet. Ten of the dogs weighed between 25 and 50 pounds, and six weighed more than 50 pounds. OC was effective nearly 100 percent of the time and no officers using OC were injured.¹⁷
- Some departments have found PepperBall a useful tool when executing search warrants in drug houses where dogs may be present.

Electrical disabling device:

- In field reports of Taser® use on dogs, most officers report that the period of immobilization was shorter than for people—about 20 seconds. All dogs that were hit with darts and not immobilized fled the scene and did not attack.¹⁸
- When using a Taser® on dogs, officers must deploy it differently than when using it on people. Most of a dog's body mass is horizontal, or parallel to the ground. Because of this, shooting a Taser® from a vertical position in the hand—the position employed when aiming at a person—will cause the Taser® to spread perpendicular to the body mass of a dog rather than parallel to it. To properly use the Taser® on a dog, it needs to be held sideways, so that the probes spread horizontally when fired, in line with the body mass of the dog. In addition, because a dog is smaller than a person, an officer firing a Taser® must be closer to a dog than to a person, preferably less than 10 feet, with 10 to 12 feet serving as the practical maximum range.¹⁹
- A Taser® can cause serious injury or death to an animal and so should be used sparingly.

Tranquilizer guns:

Tranquilizer guns should only be used on rare occasions when a dog cannot be safely captured in other ways. They are of no use in disabling an animal that is already biting. These tools require special training and permits for access to the tranquilizing agents. The drugs are somewhat slow acting, and there is often a risk of losing track of dogs that have been darted.

Lethal force:

Lethal force is a last resort and rarely necessary. If lethal force is used, an investigation should be conducted, and it should include any other prior shooting incidents that the officer may have had involving dogs.

Effective Police Responses When Investigating Dog-Related Incidents

Dog-related incidents should be investigated in the same manner as any other incident to which police are called. This is essential to understanding the local problem and preventing other incidents. It is only through adequate investigation that the officer and department will have the information needed for prevention and effective response.

Asking the Right Questions

Police officers need to ask a series of pertinent questions when investigating dog-related incidents, particularly serious dog-bite incidents, to inform subsequent decisions about the disposition of the dog and about criminal and civil liability. Information collected will also help guide future public-policy decisions to prevent such incidents. These questions should be informed by the knowledge that any abuse observed or discovered may be an indicator of other abuses in a family or community.

Questions about the dog owners:

- Where did you get this dog?
- Why did you choose this dog?
- Why do you have a dog?
- How long have you had the dog?
- Is the dog licensed?

- Where does the dog sleep?
- Where does the dog stay when you are home? When you are absent?
- How do you contain the dog?
- Have you trained the dog? Has anyone else?
- Do you discipline the dog? How?
- When did you last take the dog to a veterinarian? For what?

Questions about the dog:

- Has your dog injured anyone by biting them previous to this incident? Was the injury treated by a physician?
- How old is your dog?
- Who are the previous owners of your dog?
- Is your dog on any medication?
- Has your dog ever been injured?
- How is the dog's hearing and eyesight?
- Is your dog spayed or neutered?²⁰
- Is your dog in heat?

Questions about the incident:

- Where did the incident take place?
- Who was present (including people and other animals)?
- Was anyone interacting directly with the dog immediately before the incident?
- What was the victim doing immediately before the incident?
- What was everyone doing in the few minutes before the incident?

IN 2005, HAMTRAMCK, Michigan, police responded to a call of a dog-bite-related fatality. The sergeant arrived on the scene and determined it was necessary to shoot the dogs. However, he noticed that after the dogs had died, they both excreted bright-green fecal matter. Observing and noting the unusualness of this was instrumental in prompting a necropsy to be done on the dogs. It was determined that the aggressiveness of the dogs may have been due in part or in whole to rodenticide poisoning. The dogs had been abandoned in the basement of a home without food or water and had resorted to eating rat poison in an effort to survive. (Sources: Karen Delise, personal interview with responding officer; necropsy and laboratory results from Diagnostic Center for Population and Animal Health, Lansing, Michigan, at request of Michigan State Police.) 🐾

ACCORDING TO THE AMERICAN HUMANE ASSOCIATION,

“A correlation between animal abuse, family violence and other forms of community violence has been established... In many communities, human services, animal services and law enforcement agencies are sharing resources and expertise to address violence. Professionals are beginning to engage in cross training and cross-reporting through inter-agency partnerships.” (Source: www.americanhumane.org/interaction/support-the-bond/fact-sheets/understanding-the-link.html, accessed on July 12, 2011). 

- What did the victim do when the incident occurred?
- What did everyone present do?
- How long did the incident last?
- How did it end?
- What did the dog do when the incident was over?

In addition to the above, the officers should also look for answers to several other important questions:

- Are signs of abuse present?
- Are signs of neglect present?
- Are other dogs present? If so, what is their physical condition? Are there any puppies onsite?
- Is there any evidence of domestic violence?

Making a Record of the Incident

The officer should interview witnesses and gather evidence to determine what was going on immediately before and during the incident.

Gathering the Evidence

Officers responding to a serious bite or a dog-bite-related fatality should collect items that link an individual dog to the victim and help re-create the actions between the dog and others at the scene of the incident.



Photo Credit: Steuben County Sheriff's Office, compliments of Karen Delise

When gathering evidence, photos should be taken of the dog or dogs in the environment in which they were kept.

Physical evidence is especially important in the following cases:

- A person who has been seriously injured is unable to identify the exact dog
- An incident happens in a setting where there are multiple dogs (in pack situations, it's important to identify the individual dog or dogs responsible for the injuries)
- A dog owner refuses to cooperate with an investigation

Items to collect include clothing fibers, victim's hair, fur, blood, soil, grass, and dog DNA (which can be extracted from blood, clothing, or skin wounds on the victim; dog feces or hair; or items with which the dog has come in contact such as fences or gates and collars, tags, leashes, and chains).

Photos should be taken that thoroughly record the incident, including the dog, the scene, and the environment. For example, photos of the dog should be taken from all angles, including the top. Photos should also be taken of the dog's environment and how the dog was maintained (i.e., doghouse, food, water bowl, any restraints).

The officer should talk to previous owners, if possible, to determine past treatment of the dog.

MANY EYEWITNESSES HAVE

problems correctly identifying dogs, even dogs that may have allegedly bitten them. In a high-profile case involving singer Vanessa Carlton, a dog named Bella was acquitted of biting Carlton because the bite wound on her leg didn't match a mold of Bella's teeth. (Source: Howard Frank, "Pit Bull Accused of Biting Vanessa Carlton Wins Reprieve," Pocono Record Writer, July 8, 2010, available at <http://ponocorecord.com/apps/pbcs.dll/article?AID=/20100708/NEWS/7080315>, accessed December 5, 2010.) 

If euthanasia of the animal is ordered, a necropsy should be performed on the dog. Pertinent forensic evidence includes:

- Saliva
- Stomach contents
- Toxicology from the dog and the victim
- Bite-wound analysis (to identify the species of animal that caused the injury and to discriminate between bite injuries and other sharp-force wounds)
- Bite impressions (to determine whether the right dog has been apprehended)

Writing the Report

The following areas should be addressed when writing a report on a dog-related incident (these are important elements both for responding effectively to the incident at hand and for understanding and preventing others in the future):

- **Description of the dog's appearance:** Dogs should be identified in the same way that an officer identifies property and human suspects. In the academy, officers are taught not to list gold rings as gold because they don't know if they are in fact made from gold. Such rings are instead described as yellow or gold-colored. Similarly, dogs should be identified by their physical characteristics, not their perceived breed. For example, the dog may be a short-haired, muscular, reddish-brown female dog with cropped ears and tail, weighing approximately 50 pounds.
- **Description of the dog's environment:** The conditions in which the dog lived should be noted. Were the surroundings clean or dirty? How much dog waste was in evidence? Were food, water, and shelter available? Was the dog tethered?

A GOOD EXAMPLE OF EFFECTIVE EVIDENCE GATHERING IS A 2007 case in Steuben County, New York, in which a child was killed by his father's dog. The investigating detective determined the following:

- The father had owned the dog less than a week.
- The unsterilized dog was just over 1 year old and had already had five different owners.
- The dog was chained to a junk pile.

The detective then tracked down all previous owners, including one who had left the dog in the basement and frequently failed to feed the dog. He discovered that the father had previously been charged with owning a dangerous dog after the child was bitten in the neck and that the father had been advised by Child Protective Services not to allow his child to be unsupervised with the dog. Because of the detective's work, the father was charged with endangering the welfare of a child. (*Source*: National Canine Research Council, available at http://nationalcanineresearchcouncil.com/uploaded_files/tinyMCE/New%20York%20Tragedy.pdf, accessed August 3, 2011.) 

- **Description of the dog's care:** The dog's general state should be assessed. Was the dog a family dog in good health? Were there signs that the dog was unsocialized or neglected? Did the dog have any obvious medical conditions or injuries?
- **Description of the dog's behavior:** The manner in which the dog behaved while in the officer's presence should be recorded. What did the dog do when the officer entered or the dog first saw the officer? Did the dog approach the officer in a friendly way (see "Assessing the Dog's Behavior: Warning Signals vs. Friendliness" on page 24)? Did the dog exhibit threatening or fearful body language? Did the dog remain close to the owners or go off on its own? If confined out of sight, was the dog barking and lunging at the door or quiet?

AN INACCURATE PHYSICAL DESCRIPTION CAN DERAIL AN OFFICER'S courtroom testimony, so it's important that an officer is certain that s/he can describe the dog by its physical characteristics. Here is a brief list of useful identifiers:

Coats: tight ringlets, short and straight, long shiny, relaxed curls, course.

Colors: light tan, grey, straw, pale cream, reddish brown, brindle, black, red, white.

Muzzle: long, medium, snub-nosed.

Tails: curls over back, hangs down, gentle curve, without tail.

Ears: long and thin, pink and cropped, folded-over tips, short, folded at side of head, long and thick.

Unique identifiers: missing or deformed limb, missing eye, missing toe, docked or partially amputated tail, dark spots on belly or tongue, torn or cropped ears, scars and location of scars, missing teeth, missing hair.

Size: approximate weight and height at the point where the neck meets the back. 

These questions are meant only as prompts. The officer should describe specifically and in as much detail as possible what was observed.

Responses With Limited Effectiveness

There are a variety of police responses to dog-related incidents and encounters that will almost inevitably yield poor results:

- **Assuming cause of injury or fatality:** To avoid reaching incorrect conclusions, officers should investigate fatalities that appear to be caused by dogs as they would any potential homicide or assault.
- **Attempting to identify the dog by breed, unless the owners have produced proof of purebred registration:** Breed identification of dogs of unknown origin is likely to be incorrect. Misidentification of breed can hinder investigations. For example, if law enforcement is trying to find the owner and police identify the dog as a pit bull but the owner and neighbors have always thought the dog was a Labrador, the chances of locating the dog's owner are vastly diminished. Breed misidentification in a police report may also lead to reasonable doubt and impeachment on the witness stand.

IT IS IMPOSSIBLE TO BREED-LABEL DOGS OF UNKNOWN HISTORY and genetics solely on the basis of their appearance. In surveys conducted by Dr. Victoria Voith and colleagues from Western University, adoption-agency personnel were asked to identify by visual inspection the breed or breeds of dogs whose origin they did not know. In only 25 percent of the dogs was at least one of the breeds proposed by the adoption agencies also detected as a predominant breed by DNA analysis. In 87.5 percent of the adopted dogs, breeds were identified by DNA analyses that were not proposed by the adoption agencies. It is likely that identification by law enforcement officers is also usually incorrect. (*Source: V. Voith, E. Ingram, K. Mitsouras, et al., "Comparison of Adoption Agency Identification and DNA Breed Identification of Dogs," Journal of Applied Animal Welfare Science, July 2009.*)

Attempts at breed identification can result in conflicting reports between agencies. Often, police are the first to be interviewed and quoted by the media in cases involving a dog-related incident, and it is not uncommon for the officers to attempt to identify the breed of dog involved. It is also not uncommon for animal control to later identify the same dog as a different breed/type. For example, in June of 2008, a small child was injured by a dog that the Los Angeles Police Department described to the media as a pit bull. The following day, the Los Angeles County Department of Animal Services issued a statement that the dog was not a pit bull but appeared to be a "shepherd mix." Thereafter, LAPD referred all inquiries on the case to Animal Services. To avoid conflicting information between agencies, police officers should focus on identifying the correct dog involved in the attack and an accurate description of the dog and its behavior; officers should not attempt to identify the breed. (*Sources: Tami Abdollah, "1-Year-Old Boy Bitten by Pit Bull in Pacoima," Los Angeles Times, June 5, 2008; For the Record correction of article, Los Angeles Times, June 6, 2008.*) 

IN JANUARY 2003, WHILE jogging in the Dan Ryan Woods, Chicago resident Anna Cieslewicz was set upon and killed by two loose, roaming dogs. Police officers canvassed the area, with both the news media and the police describing the canvass as an attempt to locate the owners of two “pit bulls.” However, subsequent detailed examination of the dogs revealed that neither conformed to the standards of the breeds commonly known as “pit bull.” Inaccurate breed identification may have thwarted police efforts to locate the owner or owners, who were never apprehended. Had police described the dogs only in terms of their easily recognizable physical characteristics (i.e., size, color, weight, coat thickness, head shape), as with a human suspect, their attempts to locate the owners might have been successful. (Sources: S. Chan, “Pit Bull Owners Sought in Chicago,” CBS News, January 13, 2003, available at www.cbsnews.com/stories/2003/01/13/eveningnews/main536337.shtml, accessed December 5, 2010; findings and testimony of Karen Delise, expert witness for the Cook County Forest Preserve.) 🐾

- **Shooting the dog:** Shooting a dog should always be the option of last resort. The safety of fellow officers and bystanders is put at risk in such situations, and when a law enforcement officer shoots a dog that does not constitute a serious threat, community trust is eroded and the department is opened to potential lawsuits and other legal action.

Other inadequate responses include the following:

- **Handling the incident in a phone conversation:** Failure to observe the scene of an incident or the dogs allegedly involved can lead to incorrect conclusions and inadequate reporting, particularly regarding determinations of who is involved and what factors contributed. Leaving the incident to animal control may close the call for service but may also close the opportunity to address the issue with the owner. It is also a missed opportunity to build good community relationships.
- **Handling the dog(s) ineffectively or inhumanely:** The mishandling of a dog may result in injury to the officer, residents, and the animal. Dog owners have a protected property right in their dogs, and courts in some jurisdictions now recognize dogs as family members. In addition, police knowledge of and tolerant handling of dogs can create goodwill in the community and lead to helpful communication.

- **Handling the scene ineffectively:** Mishandling or failing to secure the scene can lead to inadequate reporting and impeachment on the stand in court. It ignores the importance of assessing collateral damage.
- **Failing to document the incident or gather evidence:** Report writing creates a history of an incident, without which prosecution cannot take place. In addition, there is no way to document a pattern of incidents without adequate reporting. Such failures also leave no recourse in civil or criminal proceedings.
- **Failing to cite the owner or charge the offense(s):** With no record of an incident, there is no clear way to prevent future incidents or understand the local problem. It neglects the need to make the local environment inhospitable to reckless owners and safe for community residents. It does nothing to change owner behavior.
- **Failing to follow recidivists:** Reckless owners are often recidivists—if one dog is removed from them, they simply acquire another. Knowing who the recidivists are and checking on them is essential to preventing future incidents and to ensuring safe, humane communities.
- **Failing to use and enforce quality-of-life ordinances such as building and zoning violations, noise ordinances, and licensing:** Such approaches can effectively address a dog-related problem.
- **Failing to have inter-agency response systems:** Cooperation among agencies can not only improve responses to dog-related problems but also identify issues related to family violence. For example, social-service professionals recognize that abusers kill, harm, or threaten children's pets to coerce them into sexual abuse or to force them to remain silent about abuse. Disturbed children kill or harm animals to emulate their parents' conduct, to take out their aggressions on another victim, or even to prevent the abuser from killing the pet.²¹

THE OFFICE OF JUVENILE

Justice and Delinquency Prevention points out that reporting of “abuse of sentient creatures” provides valuable “contact information for additional resources concerned with violence perpetrated against animals and people.” (Source: Frank R. Ascione, “Animal Abuse and Youth Violence,” Office of Juvenile Justice and Delinquency Prevention Juvenile Justice Bulletin, September 2001, available at www.ncjrs.gov/pdffiles1/ojjdp/188677.pdf accessed December 5, 2010.) 

Suggested Reading

Beaver, Bonnie, et al. 2001. "A Community Approach to Dog Bite Prevention." *Journal of the American Veterinary Medical Association* 218, no. 11.

Bradley, Janis. 2007. *Dog Bites: Problems and Solutions*. Ann Arbor, MI: Animals & Society Institute.

Corona Research. 2009. Dog Bites in Colorado: Report of Dog Bite Incidents Reported to Animal Control July 2007 – June 2008. Coalition for Living Safely With Dogs. Available at www.livingsafelywithdogs.org/mm_frameset_about_us.htm

Gorant, Jim. 2010. *The Lost Dogs: Michael Vick's Dogs and Their Tale of Rescue and Redemption*. New York: Gotham Books.

Harris, David. 2005. *Good Cops: The Case for Preventative Policing*. New York: The New Press.

Horowitz, Alexandra. 2009. *Inside of a Dog: What Dogs See, Smell, and Know*. New York: Scribner.

Schaffner, Joan (editor). 2009. *A Lawyer's Guide to Dangerous Dog Issues*. Chicago: American Bar Association Publishing.

Endnotes

- 1 American Pet Products Association 2009-2010 APPA National Pet Owners Survey. http://americanpetproducts.org/pubs_survey.asp. Accessed December 5, 2010.
- 2 American Veterinary Medical Association. 2007. U.S. Pet Ownership and Demographics Source Book.
- 3 CDC Non-fatal Injury Data. www.cdc.gov/injury/wisqars/nonfatal.html. Accessed December 5, 2010.
- 4 National Canine Research Council, Types of Dog Bites. <http://nationalcanineresearchcouncil.com/dogbites/types-of-dog-bites/>. Accessed August 3, 2011.
- 5 American Veterinary Medical Association Task Force on Canine Aggression and Humane-Canine Interactions. 2001. "A Community Approach to Dog Bite Prevention." *JAVMA*, 218, no. 11, June 1.
- 6 Analysis of Use of Force Incidents Against a Canine in the Milwaukee Police Department, Jan. 1, 2009, through Dec. 31, 2009, published August 17, 2010. www.city.milwaukee.gov/ImageLibrary/Groups/cityFPC/agendas2/100902_NB_A.pdf. Accessed December 5, 2010.
- 7 Lisa Spahr, 2007. "The Canine Factor: To Shoot or Not to Shoot." Subject to Debate, a publication of the Police Executive Research Forum, January.
- 8 T. Asher, 2010. "Anti-Cruelty Society Worker Shot on Detroit's East Side," myFOX.com, September 2. www.myfoxdetroit.com/dpp/news/local/animal-cruelty-officer-shot-in-detroit-20100903-wpms. Accessed December 5, 2010.
- 9 "4 Officers Hurt As Police Fire 26 Shots to Kill Dog In Bronx," *New York Times*, July 24, 2006.
- 10 Kate Schott, 2002. "Dog Is Slain by Police Officer; Woman Wins Civil Rights Claim," *Chicago Daily Law Bulletin*, March 6.

- 11 Voith, V., Ingram, E., Mitsouras, K., Irizarry, K., 2009. "Comparison of Adoption Agency Identification and DNA Breed Identification of Dogs," *Journal of Applied Animal Welfare Science*. 12(3): 253–262.
- 12 Centers for Disease Control, WONDER Online Database. <http://wonder.cdc.gov>. Accessed December 5, 2010.
- 13 National Canine Research Council. http://nationalcanineresearchcouncil.com/uploaded_files/tinymce/Ving%20Rhames%20NCRC%20Press%20Release.pdf. Accessed August 3, 2011.
- 14 Voith, V., Ingram, E., Mitsouras, K., Irizarry, K., 2009. "Comparison of Adoption Agency Identification and DNA Breed Identification of Dogs," *Journal of Applied Animal Welfare Science*. 12(3): 253–262.
- 15 "Dog Suspected in Mauling Not a Pit Bull," Galveston Daily News, March 21, 2007.
- 16 Lisa Spahr, 2007. "The Canine Factor: To Shoot or Not to Shoot." Subject to Debate, a publication of the Police Executive Research Forum, January.
- 17 National Institute of Justice, Research in Brief Evaluation of Pepper Spray, February 1997.
- 18 Taser International, 2000.
- 19 Anthony Barnett, 2010. "The Myth of the Taser-Proof Pit Bull." Game Dog Guardian, June 2. www.gamedogguardian.com/education-and-resources/taser-proof-pit-bull-myth. Accessed December 5, 2010.
- 20 According to the National Canine Research Council in 2007, in 97 percent of dog-bite-related fatalities, the owners failed to sterilize their dog.
- 21 Ascione, F. R., 2005. *Children and Animals: Exploring the Roots of Kindness and Cruelty*. West Lafayette, IN: Purdue University Press.

Americans love dogs. There is roughly one dog for every four people in the United States, and they live in a variety of relationships with humans. Because dogs are such a part of American society, police routinely encounter them in the line of duty, not just when responding to calls about inhumane treatment or when dogs are seen to present a danger to people. Officers encounter dogs in the course of almost every kind of police interaction with the public, from making traffic stops and serving warrants, to interviewing suspects and witnesses, and even pursuing suspects.

The Problem of Dog-Related Incidents and Encounters discusses tools, practices, and procedures that contribute to effective responses to dog-related incidents and encounters where dogs are present. Primary goals include ensuring public and officer safety and considering community needs and demands.



COPS

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August 2011

Request For Board Action

REFERRED TO BOARD: February 16, 2016

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Authorize the Execution of a Contract with MG Mechanical Service Inc. of Woodstock, Illinois for the Replacement of the Public Works Air Handler Unit in the Amount of \$23,500

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The air handler at the Public Works Department is a critical component to the heating, ventilation and air conditioning (HVAC) system. It regulates and circulates both the heat and air conditioning within the building. The existing air handler unit was installed in 1990 and is original to the facility. The existing unit is beyond its useful life and parts are no longer available. Over the summer, the unit failed and the necessary part to repair the unit needed to be specially manufactured.

The Village's HVAC maintenance vendor has informed staff that another failure could come at any time. If a failure occurred, it could take up to six weeks to receive the necessary parts or a new unit. If this occurred during the winter months, the Public Works facility would need to be shut down as there would be no way to heat the building and there would be risk of pipes freezing.

On January 21, 2016 a bid notice was published in the *Chicago Tribune* and the *Dodge Report*. In addition, bid packages were provided to 12 local vendors who provide this type of service. On February 4, 2016 six sealed bids were received. The following table displays the bids received:

Vendor	Total Contract Price
MG Mechanical Service, Inc.	\$23,500
Mechanical Concepts of Illinois, Inc.	\$26,999
Core Mechanical, Inc.	\$28,795
Amber Mechanical Contractors, Inc.	\$32,000
EMCOR Services/Team Mechanical	\$36,750
R. J. Olmen Company	\$51,392

The lowest responsible bidder, meeting all bid specifications, is MG Mechanical Service, Inc. ("MG Mechanical") MG Mechanical has successfully completed similar work for the Village in the past and performed well.

FINANCIAL IMPACT:

Funds in the amount of \$23, 500 are available in the Public Works Building Maintenance budget.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Contract/Proposal

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the execution of a contract with MG Mechanical Service, Inc. of Woodstock, Illinois for the replacement of the Public Works air handler unit.

RESOLUTION NO. R2016-_____

**A RESOLUTION APPROVING A CONTRACT WITH
MG MECHANICAL SERVICE, INC OF WOODSTOCK, ILLINOIS
FOR THE REPLACEMENT OF THE PUBLIC WORKS AIR HANDLER UNIT**

WHEREAS, the Village sought proposals for the award of a contract to replace the existing air handler unit at the Public Works facility ("**Contract**"); and

WHEREAS, MG Mechanical Service, Inc. of Woodstock, IL ("**Contractor**"), was the low responsible vendor of the firms that submitted proposal packages to the Village; and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2016.

Lawrence Elster, President Pro Tem
Village of Lincolnwood, Cook County, Illinois

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

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

EXHIBIT A

CONTRACT

VILLAGE OF LINCOLNWOOD

CONTRACT/PROPOSAL FOR THE
REMOVAL AND REPLACEMENT OF THE PUBLIC WORKS AIR HANDLER

Full Name of Bidder MG Mechanical Service, Inc. (“Bidder”)
Principal Office Address 1513 Lamb Road, Woodstock, Illinois 60098
Local Office Address 1513 Lamb Road, Woodstock, Illinois 60098
Contact Person Mark W. Gibson Telephone Number (815) 334-9450

TO: Village of Lincolnwood (“Village”)
6900 N. Lincoln Avenue
Lincolnwood, Illinois 60712
Attention: Andrew Letson
Assistant to the Public Works Director

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 [if none, write “NONE”], which are securely stapled to the end of this Contract/Proposal.

1. **Work Proposal**

A. **Contract and Work.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the Village’s written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the “Work”:

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the removal and replacement of the air handler at the Public Works Facility (7001 N. Lawndale Avenue) (“*Work Site*”);
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. **Bonds and Insurance.** Procure and furnish all bonds and all insurance certificates and

policies of insurance specified in this Contract/Proposal;

4. **Taxes.** Pay all applicable federal, state, and local taxes;
5. **Miscellaneous.** Do all other things required of Bidder by this Contract/Proposal; and
6. **Quality.** Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. **Performance Standards.** If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract/Proposal.

C. **Responsibility for Damage or Loss.** Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, any damage done to, and any loss or injury suffered by, the Village, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Village shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the total Contract Price of:

TOTAL CONTRACT PRICE (in writing):

Twenty-three thousand five hundred _____ Dollars and 00 Cents

TOTAL CONTRACT PRICE (in figures):

\$23,500 _____ Dollars and 00 Cents

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder shall submit invoices in an approved format to the Village for all Work accepted by the Village. Bidder must submit all appropriate waivers and prevailing wage certifications along with the invoice. The Village shall pay to the Bidder the amount billed within 45 days after receiving each invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to the Village all bonds and all insurance certificates specified in this Contract/Proposal ("**Commencement Date**"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than April 30, 2016 ("**Time of Performance**"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Bidder. Delays caused by the Village shall extend the Time of Performance.

4. Financial Assurance

A. Bonds. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the Village, from a surety company acceptable to the Village, each in the penal sum of the Contract Price, within 10 days following the Village's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates [**and policies**] of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the Village's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to the Village. The

insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Proposal

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the Village accepts this Contract/Proposal within 45 days after the date this sealed Agreement is opened.

6. Bidder's Representations and Warranties

In order to induce the Village to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in

furtherance of which, a copy of Village's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract/Proposal, has been attached as an Appendix to this Contract/Proposal; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. The Village reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the Village's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the Village in this Contract/Proposal shall be cumulative and additional to any other or further

remedies provided in law or equity or in this Contract/Proposal.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Proposal and, except where stated otherwise references in this Contract/Proposal to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Contract/Proposal; nor any order by the Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Contract/Proposal; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Proposal that should any provision, covenant, agreement, or portion of this Contract/Proposal or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Proposal and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Proposal to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Proposal shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the Village.

J. Governing Law. This Contract/Proposal shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

K. Certified Payrolls. Bidder shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820

ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Bidder or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general

contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Bidder and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to the Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents; and (ii) at all reasonable hours at a location within this State.

DATED this 18th day of January, 2016.

Bidder's Status: Illinois Corporation Partnership Individual Proprietor
(State) (State)

Bidder's Name: MG Mechanical Service, Inc.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 

(corporate seal)
(if corporation)

Printed Name: Kimberly H. Gibson

Title/Position: President

Bidder's Business Address: 1513 Lamb Road
Woodstock, Illinois 60098

Bidder's Business Telephone: (815) 334-9450 Facsimile: (815) 334-9453

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Kimberly H. Gibson	President	17022 Rte. 173, Harvard, Illinois 60033
Mark W. Gibson	Vice President	17022 Rte. 173, Harvard, Illinois 60033

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Lincolnwood ("***Village***") this _____ day of _____, 2016.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF LINCOLNWOOD

By: _____
Timothy C. Wiberg
Village Manager

ATTACHMENT A
SPECIFICATIONS

Intent

The Village is accepting proposals from qualified vendors for the replacement of a Carrier air handler (Model: 28CU1116MB1056-K, SN: 4789004) with a like unit at the Lincolnwood Public Works Facility (7001 N. Lawndale Avenue). It is the intention of these specifications to furnish sufficient detail to permit qualified vendors to provide a quote for furnishing all of the labor, materials, and equipment to complete the work.

Scope of Services

The vendor shall be responsible for providing all labor, materials, and equipment to remove and replace the existing Carrier air handler at the Lincolnwood Public Works Facility. Installation of the new air handler is expected to be complete by April 30, 2016. The following shall be included in the scope of work:

1. Disconnect electrical power, hot water and chilled water piping, controls, and sheet metal to prepare unit for removal
2. Lower unit from ceiling and remove from premises, dispose of the unit
3. Furnish and install a new air handling unit of equal capacity
4. Reconnect chilled water and hot water piping to new air handling unit
5. Install condensate piping from unit to existing floor drain
6. Connect existing electrical power to new air handling unit
7. Reconnect existing controls to new air handling unit
8. Insulate chilled water and hot water piping
9. Start up and check to confirm proper operation

Materials

The Village anticipates replacing the existing unit with a similar product. Carrier is the preferred manufacturer, however an alternate may be approved.

ATTACHMENT B

PHOTOGRAPHS OF THE EXISTING UNIT





APPENDIX A: PREVAILING WAGE ORDINANCE

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-1849

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

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

WHEREAS, the Act requires that the Village investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics, and other workers in the locality of Cook County employed in performing construction of public works for the Village; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to adopt this Resolution;

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

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

SECTION 2. ASCERTAINMENT AND APPLICATION OF PREVAILING WAGES. To the extent and as required by the Act, the general prevailing rate of wages in Cook County for laborers, mechanics, and other workers engaged in construction of public works coming under the jurisdiction of the Village is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County area as determined by the Department of Labor of the State of Illinois as of May 2015, a copy of that determination being attached hereto and incorporated herein by reference as **Exhibit A**. As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois will supersede the Department's May 2015 determination and apply to any and all public works construction undertaken by the Village.

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 5th day of May, 2015.

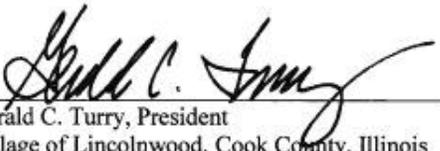
AYES: Trustees Bass, Patel, Cope, Elster, Spino, Klatzco

NAYS: None

ABSENT: None

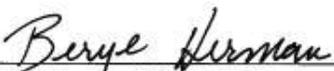
ABSTENTION: None

APPROVED by me this 5th day of May, 2015.



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

ATTESTED and FILED in my office this
5th day of May, 2015



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



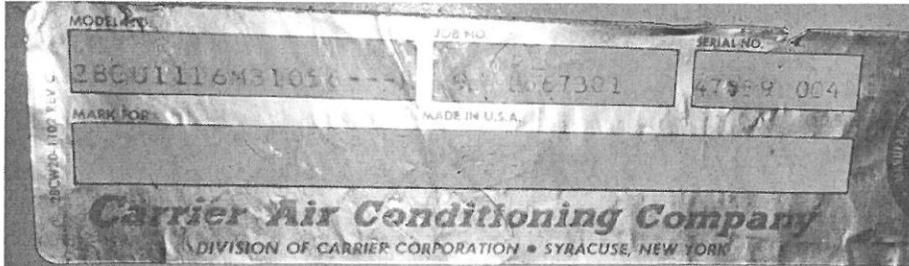
January 28, 2016

THIS FORM MUST BE ATTACHED TO THE SUBMITTED PROPOSAL

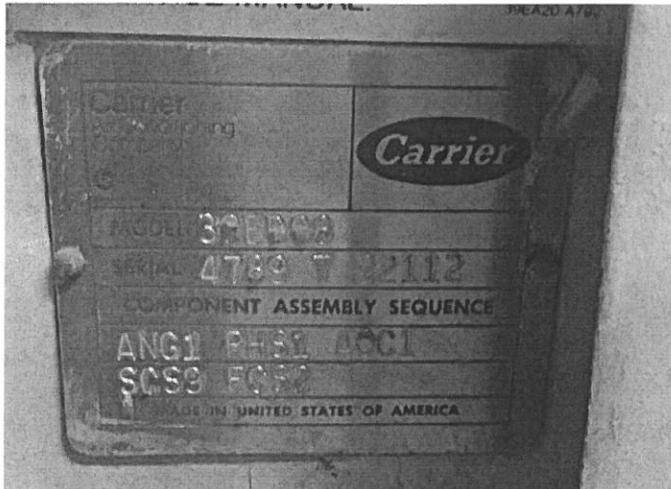
Addendum #1 for the Removal and Replacement of the Public Works Air Handler

1. The Village will remove the materials from the shelving in the compressor room to provide the Vendor with access to remove the existing unit.
2. The existing return fan is to remain. The Vendor will be required to tie the new unit into the existing fan.
3. The existing controls is to remain. The Vendor will be required to tie the new unit into the existing controls.
4. No painting of the new unit or duct work will be required.
5. The Vendor will be required to provide a lift and all other equipment necessary to install the air handler.
6. The Vendor will be required to perform pre and post readings at the unit for balancing. No other balancing will be required as part of the project.
7. The Vendor will be required to pull a building permit and be a licensed contractor with the Village's Building Department.
8. The existing unit is a modular unit with four parts. Unfortunately, over the past 26 years two of the stickers identifying the model and serial number have disappeared. The following model and serial numbers are what remain available on the unit.

- a. Model: 28CU1116MB1056-K
Serial: 4789004



- b. Model: 39ED08
Serial: 4789 T 22112



Request For Board Action

REFERRED TO BOARD: February 16, 2016

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance in Case #PC-11-15 to Adopt an Ordinance Amendment the Zoning Code Regarding "Short-Term Rental Property"

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the February 2, 2016 Village Board meeting, the Village Board considered the recommendation from the Plan Commission concerning a Text Amendment to the Zoning Ordinance concerning "Short-term rental property". The Plan Commission recommended, by a 6-1 vote, to prohibit "Short-term rental property" unless certain exceptions are met.

In considering this matter, the Village Board did not concur with the exceptions recommended by the Plan Commission. By a 5-0 vote, the Village Board directed the Village Attorney to prepare the requisite Ordinance eliminating the exceptions recommended by the Plan Commission. Consistent with the direction, attached for approval is this proposed Ordinance prepared by the Village Attorney.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance to amend Section 2.02, Table 4.01.1, Section 4.06, and Section 4.07 of the Zoning Ordinance regarding "Short-term rental property".

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016-_____

**AN ORDINANCE AMENDING
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING SHORT-TERM RENTAL PROPERTIES**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF FEBRUARY, 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
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING SHORT-TERM RENTAL PROPERTIES**

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, "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), sets forth certain regulations governing the location and use of properties for residential purposes throughout the Village; and

WHEREAS, in order to protect the public health, safety, and welfare, the Village has identified the need to regulate the use of residential properties for short-term rentals; and

WHEREAS, pursuant to the home rule authority of the Village, the Village President and Board of Trustees desire to amend the Zoning Ordinance to establish regulations on the use of property in the Village for short-term rentals ("**Proposed Amendments**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on August 13, 2015, the Village Plan Commission conducted a public hearing on September 2, 2015, November 4, 2015, December 2, 2015 and January 6, 2016, concerning the Proposed Amendments; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the President and Board of Trustees adopt the Proposed Amendments, as set forth in this Ordinance; and

WHEREAS, having considered the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that the adoption of the Proposed Amendments, as set forth in this Ordinance, is in the best interests of the Village and its residents;

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. GENERAL STANDARDS FOR OFF-STREET PARKING FACILITIES. Section 2.02 of Article II of the Zoning Ordinance is hereby amended further to read as follows:

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

"2.02: DEFINITIONS.

* * *

BED-AND-BREAKFAST

A private, owner-occupied business in a single-family residence dwelling where overnight accommodations and a morning meal are provided to transients for compensation. The term "bed and breakfast" does not include short-term rental properties.

* * *

DUPLEX/TWO-FAMILY DWELLING

A ~~building~~ dwelling containing two dwelling units only, one above the other.

DWELLING

A building or portion thereof designed or used exclusively for non-transient residential purposes, including single-family, two-family and multiple-family dwellings, but not including lodging rooms in hotels, motels, ~~or~~ rooming houses, or short-term rental properties.

DWELLING UNIT

One or more rooms within a dwelling which are arranged, designed or used as living quarters for one family only. Individual bathrooms and complete single kitchen facilities, permanently installed to serve the entire family, shall always be included within each "dwelling unit."

* * *

HOME OCCUPATION

Any home occupation or profession conducted entirely within a dwelling by a member of the family residing in the dwelling and when such home occupation is incidental and secondary to the use of the dwelling for dwelling purposes, and in connection with which: (a) there is no other display or activity that will indicate from the exterior of the dwelling that it is being utilized in whole or in part for any purpose other than a residential use; (b) there is not sold or conducted a commodity or service that requires regular receipt and delivery of merchandise, goods or equipment by other than first class mail; (c) an accessory building is not used in whole or in part for such home occupation; (d) vehicular traffic in the vicinity of the dwelling is not increased by more than one additional vehicle at a time; and (e) no separate entrance is provided in connection with the conduct of

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

any home occupation. **The operation of a short-term rental property is not a home occupation.**

* * *

HOTEL OR MOTEL

An establishment which is open to transient guests, in contradistinction to a lodging house, boarding house, or a rooming house, and is commonly known as a hotel in the Village of Lincolnwood, and which provides the following customary hotel services; maid service; furnishing and laundry of linens; telephone and secretarial and desk service; the use and upkeep of furniture; and bellboy service. **Regardless of the services provided, a short-term rental property is not a hotel or motel.**

* * *

MULTIPLE-FAMILY DEVELOPMENT

A detached building designed and used as a dwelling by three or more families occupying separate ~~suities~~ **dwelling units**.

MULTIPLE-FAMILY DWELLING

A ~~building~~ **dwelling** containing three or more dwelling units.

* * *

SHORT-TERM RENTAL PROPERTY

A building or portion thereof that is held out for rent, for overnight lodging for transient guests, for a period shorter than thirty consecutive days.

* * *

TOWNHOUSE

An attached single-family residential ~~housing~~ **dwelling** design which typically contains three or more dwelling units having one or more walls abutting with another dwelling and designed to have all exits open directly to the outside.”

* * *

SECTION 3. PERMITTED AND SPECIAL USES. Table 4.01.1 of Article IV of the Zoning Ordinance is hereby amended further to read as follows:

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

"TABLE 4.01.1 – Permitted and Special Uses in All Zoning Districts

* * *

Zoning Districts											
Use Category	Residential				Business			Office	Manufacturing / Business	Public	Standard
	R-1	R-2	R-3	R-4	B-1	B-2	B-3 PD	O-1	M-B (Note 8)	P	
Restaurant, >=5,000 sf	—	—	—	—	S	S	P	—	S	—	§ 4.07(6)
Pub, bar, lounge	—	—	—	—	S	S	P	—	S	—	§ 4.07(10)
Entertainment and recreation											
Billiard club	—	—	—	—	S	S	P	—	—	—	
Commercial recreational facility					S	P	P	S	S		
Golf course, private	S	S	S	S	—	—	—	—	—	—	
Health club	—	—	—	—	S	P	P	S	S	—	
Entertainment venue	—	—	—	—	S	S	S	—	—	—	
Facility with drive-through	—	—	—	—	S	S	P	—	—	—	§ 4.07(8)
Financial services											
Bank, credit union, savings and loan	—	—	—	—	—	P	—	—	—	—	
Firearms shooting range									S		§ 4.08(5)
Food and beverage retail sales											
Convenience store	—	—	—	—	P	P	P	—	—	—	
Grocery store, <30,000 sf	—	—	—	—	P	P	P	—	—	—	
Grocery store, >=30,000 sf	—	—	—	—	S	S	P	—	—	—	
Liquor store, package goods	—	—	—	—	S	S	S	—	S	—	
Lodging											
Bed-and-breakfast (4 or less guest rooms)	—	—	—	—	S	S	P	—	—	—	
Hotel/motel	—	—	—	—	S	S	P	—	—	—	
<u>Short-term rental property</u>	<u>Note 10</u>	<u>—</u>	<u>Note 10</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>				
Medical cannabis dispensary	—	—	—	—	S	—	—	—	S (Note 9)	—	§ 4.07(16)
Office (except as more specifically regulated)											

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

* * *

Note 10: Short-term rental properties are permitted only to the extent set forth in Sections 4.06(4) and 4.07(17) of this Zoning Ordinance.

SECTION 4. ADDITIONAL USE STANDARDS FOR RESIDENTIAL DISTRICTS.
Section 4.06 of Article IV of the Zoning Ordinance is hereby amended further to read as follows:

“4.06: ADDITIONAL USE STANDARDS FOR RESIDENTIAL DISTRICTS.

* * *

(4) Short-Term Rental Properties. No property may be used more than once per calendar year as a short-term rental property.”

SECTION 5. ADDITIONAL USE STANDARDS FOR RESIDENTIAL DISTRICTS.
Section 4.07 of Article IV of the Zoning Ordinance is hereby amended further to read as follows:

“4.07: ADDITIONAL USE STANDARDS FOR BUSINESS AND OFFICE DISTRICTS.

* * *

(17) Short-Term Rental Properties. No property may be used more than once per calendar year as a short-term rental property.”

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

SECTION 7. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

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

PASSED this _____ day of February, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of February, 2016.

Lawrence A. Elster, President Pro-Tem
Village of Lincolnwood, Cook County, Illinois

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

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

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

Request For Board Action

REFERRED TO BOARD: February 16, 2016

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Request to Transfer an Ordinance Granting a Special Use Permit to Operate a Package Goods Liquor Store at 6929 North Lincoln Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Danny's Liquors Lincolnwood, LLC d/b/a Danny's Liquors, seeks Village Board authorization to transfer Special Use approval granted in 2009 and amended in 2010 and 2012 for the operation of a package goods liquor store at 6929 North Lincoln Avenue. In 2009, Special Use approval was granted to Lincolnwood Wines & Spirits to operate a package goods liquor store at 6929 North Lincoln Avenue. The 2009 Special Use approval included operational conditions, some of which Lincolnwood Wines & Spirits received approval to eliminate in 2010 and 2012.

In accordance with Section 7 of Ordinance No. 2009-2831, no transfer of the Special Use permit shall be authorized without approval of the Village President and Board of Trustees by Ordinance. Danny's Liquors Lincolnwood, LLC seeks Village Board authorization to transfer the Special Use approval, as amended, previously granted to Lincolnwood Wines & Spirits.

Danny's Liquors indicates their operation will adhere to the conditions of the Special Use but may request modifications in the future. A request to eliminate or modify conditions of the Special Use will require a Public Hearing before the Plan Commission who recommends to the Village Board.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Letter Requesting Special Use Permit Transfer Dated February 8, 2016
2. Ordinance No. Z2009-2831
3. Ordinance No. Z2010-2914
4. Ordinance No. 2012-3005

RECOMMENDED MOTION:

Move to approve the requested transfer of Special Use approval for the operation of a package goods liquor store to Danny's Liquors Lincolnwood, LLC at 6929 North Lincoln Avenue and to direct the Village Attorney to prepare the requisite Ordinance.

February 8, 2016

VIA EMAIL

Timothy Wiberg
Village Manager
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712
twiberg@lwd.org

**RE: Danny's Liquors Lincolnwood, LLC d/b/a *Danny's Liquors*
Special Use Permit Transfer Request
6929 N. Lincoln Ave., Lincolnwood, IL 60712**

Dear Mr. Wiberg:

On behalf of Danny's Liquors Lincolnwood, LLC d/b/a *Danny's Liquors* (the "Applicant"), please accept this formal request to transfer the special use permit granted to TPDS, Inc. d/b/a *Lincolnwood Wines & Spirits* relating to the premises located at 6929 N. Lincoln Avenue, Lincolnwood, Illinois under Village of Lincolnwood Ordinance 2009-2831 adopted January 9, 2009, amended on November 5, 2010 via Ordinance Z2010-2914, and amended on June 5, 2010 via Ordinance 2012-3005. The Applicant also requests an opportunity to be heard before the Village Board regarding whether the conditions might be revised. The Applicant understands it may have to go to the Planning Commission before the Village Board modifies any conditions.

The Applicant will adhere to the conditions upon transfer of the special use permit to Danny's Liquors Lincolnwood, LLC d/b/a *Danny's Liquors* with the understanding that it may seek modifications from the Planning Commission and the Village Board. Thank you in advance for your support.

Very truly yours,



Scott D. Tomeczyk
Danny's Liquors Lincolnwood, LLC

Very truly yours,



Dimitrios G. Christopoulos
Christopoulos Law Group, LLC
Counsel for Danny's Liquors Lincolnwood

cc: Aaron Cook, Village of Lincolnwood
Hart Passman, Holland & Knight LLP



Doc#: 0904231151 Fee: \$102.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 02/11/2009 04:00 PM Pg: 1 of 34

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2009-2831

**AN ORDINANCE GRANTING
A SPECIAL USE PERMIT FOR A PACKAGE GOODS LIQUOR STORE,
SITE PLAN APPROVAL,
AND LANDSCAPING VARIATIONS**

(6921-6933 Lincoln Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 8TH DAY OF JANUARY, 2009

**AN ORDINANCE GRANTING
A SPECIAL USE PERMIT FOR A PACKAGE GOODS LIQUOR STORE,
SITE PLAN APPROVAL,
AND LANDSCAPING VARIATIONS**

(6921-6933 Lincoln Avenue)

WHEREAS, Lincolnwood Commons, LLC ("**Owner**") is the record title owner of that certain property located in the B-1 Restricted Business District ("**B-1 District**"), commonly known as 6921-6933 Lincoln 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 building commonly known as the Lincolnwood Commons Shopping Center ("**Building**") and a surface parking lot ("**Parking Lot**"); and

WHEREAS, on November 11, 2003, the Village President and Board of Trustees adopted Ordinance No. Z2003-224 granting a special use permit to Bally Total Fitness Corporation for the operation of a fitness center in that portion of the Building on the Property commonly known as 6929 Lincoln Avenue, and authorizing a variation for the number of parking spaces on the Property ("**2003 Ordinance**"); and

WHEREAS, the special use for the fitness center has been rendered null and void and is no longer of any force or effect; however the parking variation authorized by the 2003 Ordinance remains in effect, subject to the conditions set forth in the 2003 Ordinance; and

WHEREAS, TPDS, Inc. d/b/a Lincolnwood Wine & Spirits ("**Applicant**") desires to operate a package goods liquor store ("**Liquor Store**") in the approximately 4,550 square foot retail space in that portion of the Building on the Property commonly known as 6933 Lincoln Avenue ("**Premises**"); and

WHEREAS, pursuant to Article IV, Section 4.04(2) and Table 4.01.1 of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), package goods liquor stores may not be operated in the B-1 District except upon issuance of a special use permit by the Village President and Board of Trustees; and

WHEREAS, pursuant to Article VI of the Zoning Ordinance, upon the issuance of a special use permit for the Property, the Owner must install certain landscaping on the Property, including: (i) an eight-foot wide landscaped area along the property lines of the Property that adjoin the perimeter of the Parking Lot ("**Perimeter Landscaping**"); (ii) the installation of a tree and landscaping within planting islands to be located at the end of each parking row, and after each 20 spaces within a parking row, in the Parking Lot ("**Interior Landscaping**"); (iii) a six-foot wide landscaped area along the front and sides of the Building ("**Foundation Landscaping**"); and (iv) a 10-foot wide landscaped and screening area along that portion of the northeast property line of the Property that is adjacent to residentially-zoned property ("**Residential Screening**"); and

WHEREAS, the existing landscaping on the Property consists of four-foot wide Perimeter Landscaping, two planting islands located at the end of the parking rows that abut Lincoln Avenue only, Foundation Landscaping only along the south side of the Building, and a 6-foot-high wooden fence along the northeast property line of the Property; and

WHEREAS, the existing landscaping on the Property does not satisfy the landscaping requirements set forth in VI of the Zoning Ordinance; and

WHEREAS, the Owner and the Applicant have filed an application for: (i) a special use permit to allow the operation of a package goods liquor store on the Property; (ii) variations from the Perimeter Landscaping, Interior Landscaping, Foundation Landscaping and Residential Screening requirements on the Property set forth in Article VI, Part D of the Zoning Ordinance; and (iii) site plan approval for the Property (collectively, the "**Requested Relief**"); and

WHEREAS, a public hearing of the Plan Commission/Zoning Board of Appeals ("**PC/ZBA**") of the Village of Lincolnwood to consider approval of the Requested Relief was duly advertised in the Lincolnwood Review on October 23, 2008, and held on November 12, 2008; and

WHEREAS, on November 12, 2008, the PC/ZBA made findings and recommendations in support of all of the Requested Relief, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Relief meets the required standards for special use permits and 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 Relief, 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 SITE PLAN. In accordance with and pursuant to 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 Five of this Ordinance, the Village shall, and does hereby, approve that certain site plan for the Property, consisting of one sheet, prepared by Richard Carl Smith, with a latest revision date of January 14, 2009, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B ("Site Plan")**. The site plan authorized as part of the 2003 Ordinance, and the conditions attached thereto, shall remain in effect; provided, however, that in the event of a conflict between the Site Plan approved in this Ordinance and the site plan authorized as part of the 2003 Ordinance, the Site Plan approved in this Ordinance shall control.

SECTION 3. APPROVAL OF SPECIAL USE PERMIT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Five of this Ordinance, a special use permit to allow the operation of a package goods liquor store within the Premises shall be, and is hereby, granted to the Applicant in accordance with, and pursuant to, Article V and Section 5.17 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 4. APPROVAL OF VARIATIONS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Five of this Ordinance, the following

variations shall be, and are hereby, granted with respect to the Property, in accordance with and pursuant to Article V and Section 5.15 of the Zoning Ordinance and the home rule powers of the Village:

- A. Perimeter Landscaping Variations. Variations from Section 6.14(1) of the Zoning Ordinance to decrease the minimum width of the required Perimeter Landscaping from eight feet to four feet, as depicted on the Site Plan.
- B. Interior Landscaping Variation. A variation from Section 6.14(2) of the Zoning Ordinance to waive the Interior Landscaping requirements with respect to all parking rows on the Property other than the parking row that abuts Lincoln Avenue, as depicted on the Site Plan.
- C. Foundation Landscaping Variation. A variation from Section 6.15 of the Zoning Ordinance to decrease the minimum width of the required Foundation Landscaping along the front and north side of the Building, from six feet to zero feet.
- D. Residential Screening Variations. Variations from Section 6.16 of the Zoning Ordinance to: (1) permit the continued maintenance of the existing six-foot-high wooden fence along the northeast property line of the Property; and (2) decrease the minimum width of the required Residential Screening area, from 10 feet to zero feet.
- E. Dumpster Enclosure Material. Exception from Section 6.03(3)ci of the Zoning Code to allow the trash dumpster on the Property to be enclosed with material other than masonry.

SECTION 5. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Sections Two, Three, and Four of this Ordinance shall be, and are hereby, expressly subject to, and contingent upon, the development, use, and maintenance of the Property and the Premises in compliance with each and all of the following conditions:

- A. Compliance with Village Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Property and the Premises shall 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. Conditions Applicable to the Property.
 - 1. Compliance with Plans. The development, use, operation, and maintenance of the Property shall comply with the following plans, except for minor changes and site work approved by the Village Community Development Director and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards:
 - a. The Site Plan;

- b. The Interior Build-out Plan, consisting of 14 sheets, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C ("Interior Build-Out Plan")**
 - c. The Store Floor Plan, consisting of 1 sheet, prepared by David Hoglan, with a hand written date of December 31, 2008, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit D ("Store Floor Plan")**
2. Landscaping. The Owner shall, no later than June 1, 2009, make the following landscaping improvements to the Property, in a manner satisfactory to the Village Arborist and the Village Director of Community Development (for matters within their respective permitting authorities):
- a. Parkway Tree Installation. The Owner shall install two trees in the parkway located within that portion of the Lincoln Avenue right-of-way that abuts the Property.
 - b. Perimeter Landscaping. The Owner shall: (a) replace all dead or missing bushes located within the Perimeter Landscaping on the Property; (b) install additional bushes within the Perimeter Landscaping located between the northernmost driveway on the Property and the Keeler Avenue right-of-way; and (c) install additional bushes within the Perimeter Landscaping located along the Kedvale Avenue right-of-way.
 - c. Freestanding Sign Landscaping. The Owner shall enlarge, and install a curb around, the landscape area surrounding the existing freestanding sign on the Property.
 - d. Interior Landscaping. In each planting island located at the end of each parking row in the Parking Lot, the Owner shall: (a) install not less than one tree; and (b) provide mulch or other suitable ground cover at the base of the island.
 - e. Installation of New Landscape Areas. The Owner shall remove the existing asphalt from, and install landscaping within, the following portions of the Parking Lot that are not used for vehicular parking, as depicted on the Site Plan:
 - i. The portion located at the northwest corner of the Property; and
 - ii. The portion at the southwest corner of the Building.
3. Outdoor Storage Prohibited. The outdoor storage of any materials at any location on the Property, including specifically the outdoor storage or placement or shopping carts, shall be prohibited at all times.

4. Dumpster Enclosure. Any and all outdoor trash dumpsters on the Property must be fully enclosed with operable doors closed at all times other than during loading and unloading. The enclosure material shall be of the same wooden material as the perimeter fence currently existing on the northeast property line of the Property. In the event that the existing wooden fence is removed and not immediately replaced with a similar wooden fence, the dumpster enclosure material shall be replaced with masonry as is required by Village code.
5. Building Signage. All signs that are affixed to, attached to, or painted on the Building shall be of substantially similar style, structure, color, and illumination.
6. Traffic Calming Devices. The Owner shall, upon receipt of a written request from the Village therefor, install traffic calming devices on the Property, in a manner to be approved in advance by the Village Administrator in his sole and absolute discretion.
7. Use Restriction. For so long as the Premises is being used for the Liquor Store, the Owner shall ensure that no other space or premises on the Property is used primarily for the sale of cigarettes or lottery tickets, or both.

C. Conditions Applicable to the Operation of the Liquor Store on the Premises

1. Upscale Liquor Store The Applicant shall take all steps necessary to ensure that the use and operation of the Liquor Store on the Premises is, at all times, consistent with that of an upscale and high-end retail store, in conformance with the representations made by the Applicant to the Village's PC/ZBA and Board of Trustees. Accordingly, the standards that shall be maintained at all times on the Premises shall include, without limitation, the following:
 - a. Interior Build-Out. The interior build-out and furnishings of the Premises shall consist of high-end and upgraded materials as specifically depicted on the plans and renderings that are part of the Interior Build-Out Plan. The Premises shall at all times comply with the Interior Build-out Plan, except for minor changes and site work approved by the Village Community Development Director and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards.
 - b. Restricted Use of Sales Floor. The sales floor area shall be of the size, and shall be substantially in conformance with the layout, as depicted on the Store Floor Plan ("**Sales Floor**"). The amount of space for which the Sales Floor used for the storage, display, and sale of product type shall be restricted as follows:
 - i. Not less than 1,288 linear feet of shelf space on the Sales Floor shall be used exclusively for the display and sale of bottled wine.

- ii. Not less than 12 linear feet of shelf space on the Sales Floor shall be used exclusively for the display and sale of cheese, specialty foods, and wine accessories.
 - iii. Not more than 192 linear feet of shelf space the Sales Floor shall be used for the storage, display or sale of spirits.
 - iv. Not more than 112 linear feet of shelf space on the Sales Floor shall be used for the storage, display or sale of beer.
 - v. Not more than 12 sections, as measured by door openings, of the cold storage and display cooler shall be used for the storage, display or sale of beer.
 - vi. No cases of beer shall be stored or displayed at any location on the Sales Floor.
 - vii. Not more than 96 linear feet of shelf space on the Sales Floor shall be used for the storage, display, or sale of soda and soft drinks.
- c. No Public Access to Cooler. The walk-in portion of the cold storage and display cooler shall be restricted to store employees only.
- d. Wine Expert. Not later than the date that is 60 days after the issuance of a certificate of occupancy for the Premises, the Applicant shall hire one or more individuals who are knowledgeable about, and have been trained in, the sale and purchase of wine, which individuals shall maintain regular hours of employment on the Sales Floor in the Liquor Store.
- e. Prohibited Sales. At no time shall any of the following goods or items be displayed or sold on the Premises:
- i. Beer kegs
 - ii. Single cans of beer
 - iii. Bottles of spirits containing less than three ounces.
 - iv. Cigarettes
 - v. Lottery tickets of any kind
- f. Window Signage and Displays Prohibited. No signage of any kind that is visible from any location outside of the Premises shall be allowed in the Premises or on or affixed to any exterior door or window of the Premises. No cans or bottles shall be stored or displayed within three feet of any exterior door or window.

2. Hours of Operation for Sale of Alcoholic Liquor. No alcoholic liquor may be sold on the Premises on any day before 10:00 a.m. or after 10:00 p.m.
3. Deliveries. The Applicant shall use its best efforts to cause all truck deliveries to load and unload on the North side of the Property. In no event shall any deliveries to the Premises occur before 8:00 a.m. on any day.
4. Security Measures. The Village shall have the right to refuse to issue a certificate of occupancy for the Premises prior to the approval by the Village's Chief of Police of a security plan for the Premises, which approval may be withheld in the sole and absolute discretion of the Village's Chief of Police.
5. Identification Card Information. The Applicant must maintain, at all times on the Premises, a federal or state government-issued book or booklet containing a description and depiction of valid identification cards.
6. Prohibition of Consumption in the Parking Lot. The Applicant shall take all steps necessary to ensure that no consumption of alcoholic liquor takes place in the Parking Lot of the Property at any time.
7. Employee Training and Restrictions.
 - a. Responsible Alcohol Service Training. Each manager of the Liquor Store, and each employee of the Liquor Store who will be engaged in selling, serving, or delivering of alcoholic liquor to customers or patrons shall, within 10 days after the manager or employee begins employment at the Liquor Store, successfully complete a Beverage Alcohol Sellers and Servers Education and Training (BASSET) program licensed by the State of Illinois Liquor Control Commission pursuant to Sections 3-12(a)(11.1) and 6-27 of the Liquor Control Act and 77 Ill. Admin. Code 3500.101 *et seq.* The Applicant shall maintain on the Premises proof of completion by each manager and employee of the training required pursuant to this Section.
 - b. Fingerprinting. Within 10 days after beginning employment at the Liquor Store, each manager and employee of the Liquor Store shall permit the Village Police Department to take and record his or her fingerprints.
8. Compliance with Local Liquor Control Requirements.
 - a. The use and operation of the Premises shall at all times be in compliance with the local liquor control requirements set forth in Chapter 11 of the Village Code. The sale of alcoholic liquor shall not be permitted without the issuance, and maintenance, of a license therefor in accordance with Chapter 11 of the Village Code ("**Local Liquor License**").

- b. Nothing in this Ordinance shall be deemed or interpreted as authorizing or requiring the issuance or the renewal of a Local Liquor License, or as an obligation or requirement that the Village's Local Liquor Control Commissioner issue a Local Liquor License for the Premises.
 - c. Nothing in this Ordinance shall be deemed or interpreted as authorizing or requiring the Village's Local Liquor Control Commissioner to renew a Local Liquor License for the Premises upon the expiration of the term of any previously issued Local Liquor License.
 - d. Any violation of the conditions, provisions, and restrictions of this Ordinance shall be deemed a violation, and grounds for revocation by the Village, of any Local Liquor License issued by the Village for the Premises.
 - e. To the extent that this Ordinance imposes stricter requirements on the use and operation of an establishment selling alcohol than those of the local liquor control requirements set forth in Chapter 11 of the Village Code, this Ordinance shall control.
9. Wine Tasting. In the event that the tasting of wine or beer is authorized on the Premises by the Local Liquor License, the following additional regulations shall apply:
- a. Each tasting must be attended by and supervised by a person 21 years old or older, who must be a full time or part time employee of the store or a wine or beer distributor representative.
 - b. A tasting may occur only in the same area of the Sales Floor as the display of the wines or beers being tasted.
 - c. The amount being tasted by one customer may not exceed the following:
 - i. Wine: one ounce per serving, total 8 ounces; and
 - ii. Beer: three ounces per serving, total 12 ounces.
 - d. No charge, cost, fee, or other consideration may be levied for any tasting.
10. Recycling of Cardboard Boxes. The Applicant shall implement a recycling program for cardboard used for the storage and transportation of cans and bottles. Compaction of any cardboard for recycling shall occur only within the Premises, and may only be stored outdoors in an approved recycling dumpster that is located within an enclosed area.

- 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 and the Applicant shall be jointly and severally liable for the payment to the Village, promptly upon presentation of a written demand or demands therefor, of all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Owner and the Applicant shall be jointly and severally liable for, and shall pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 6. RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded in the office of the Cook County Recorder. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon, the Owner, the Applicant, and each of their heirs, representatives, successors, and assigns, except as specifically provided in Section 7 of this Ordinance.

SECTION 7. NON-TRANSFERABILITY OF SPECIAL USE PERMIT. The Special Use granted in Section 3 of this Ordinance is for the sole and exclusive benefit of the Applicant. No transfer or assignment of any kind of the Special Use Permit shall be authorized, recognized, or allowed without the approval of the Village President and Board of Trustees by ordinance duly adopted, which approval shall be in the sole and absolute discretion of the Village President and Board of Trustees, and subject to such conditions as the Village President and Board of Trustees include and set forth in the approval ordinance.

SECTION 8. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance or of any Local Liquor License issued by the Village for the Premises, as applicable, the approvals granted in Sections Two, Three, and Four of this Ordinance shall, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Sections Two, Three, and Four of this Ordinance unless it shall first provide the Owner and the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the B-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 Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action against the applicable party as may be appropriate under the circumstances.

SECTION 9. ABANDONMENT. In the event that the Liquor Store is either (a) not ready for issuance of a certificate of occupancy by the Village within one year after the date of adoption of this Ordinance or (b) the Liquor Store discontinues operations and is abandoned or empty for a period of three consecutive months, the Special Use Permit granted in Section 3 of this Ordinance shall automatically, and without further action by the Village, become null and void and of no force or effect.

SECTION 10. AMENDMENTS. Any amendments to the approvals granted in Sections Two, Three, and Four of this Ordinance that may be requested by the Owner or the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 11. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 12. EFFECTIVE DATE.

- A. This Ordinance shall be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit E** 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 and the Applicant do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 10.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

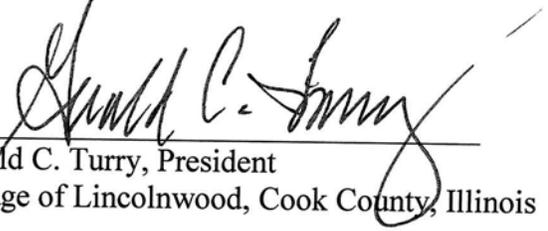
PASSED this 8th day of January, 2009.

AYES: Trustees Lebovits, Sprogis-Marohn, Heidtke, Patel, Froman, Elster

NAYS: None

ABSENT: None

APPROVED this 8th day of January, 2009.



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

ATTESTED and FILED in my office this
8th day of January, 2009



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

5882034_v9

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17, AND LOT 18 (EXCEPT THE NORTH 50 FEET THEREOF) IN BLOCK 4 IN LINCOLN CRAWFORD MANOR, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH THE SOUTHWESTERLY 1/2 OF THE 16 FT. VACATED ALLEY AS PER DOC. NO. 17828492 AND LYING NORTHEASTERLY OF AFORESAID LOTS, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6921-6933 Lincoln Avenue, Lincolnwood, Illinois.

P.I.N.: 10-34-216-007-0000
10-34-216-008-0000
10-34-216-009-0000
10-34-216-010-0000
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10-34-216-015-0000
10-34-216-031-0000

EXHIBIT B

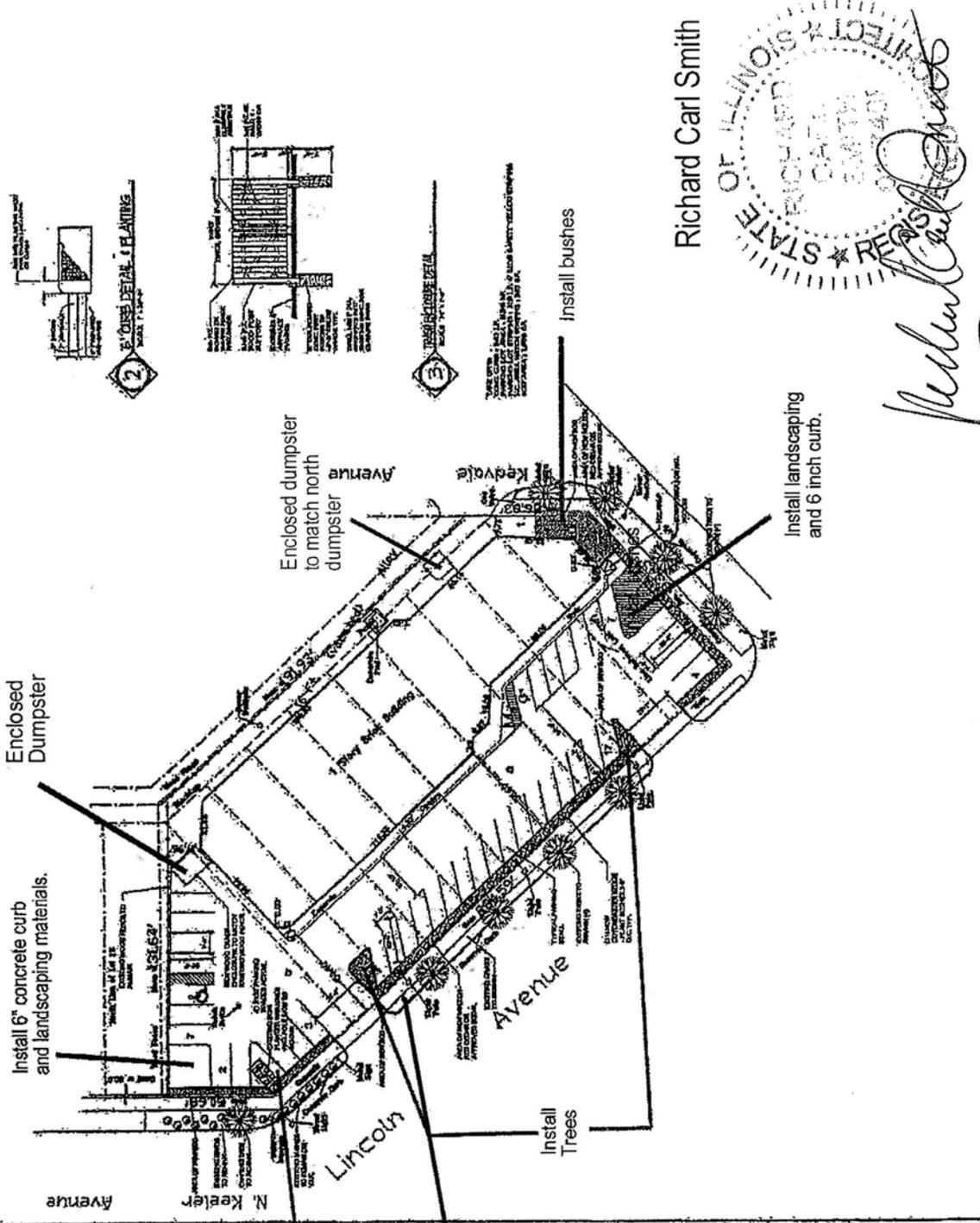
SITE PLAN



SITE PLAN
Revised
January 14, 2009

AIRROOM INC.
LINCOLNWOOD COMMONS
6821-51 LINCOLN AVE.
LINCOLNWOOD, IL

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Richard Carl Smith



Richard Carl Smith

John

*MR. BLEIG MURPHY
LINCOLNWOOD COMMONS LLC*

Install 6" concrete curb and replace landscaping material around base of existing pole/pylon sign.

Landscaped Pylon Sign

Enclosed Dumpster

Install 6" concrete curb and landscaping materials.

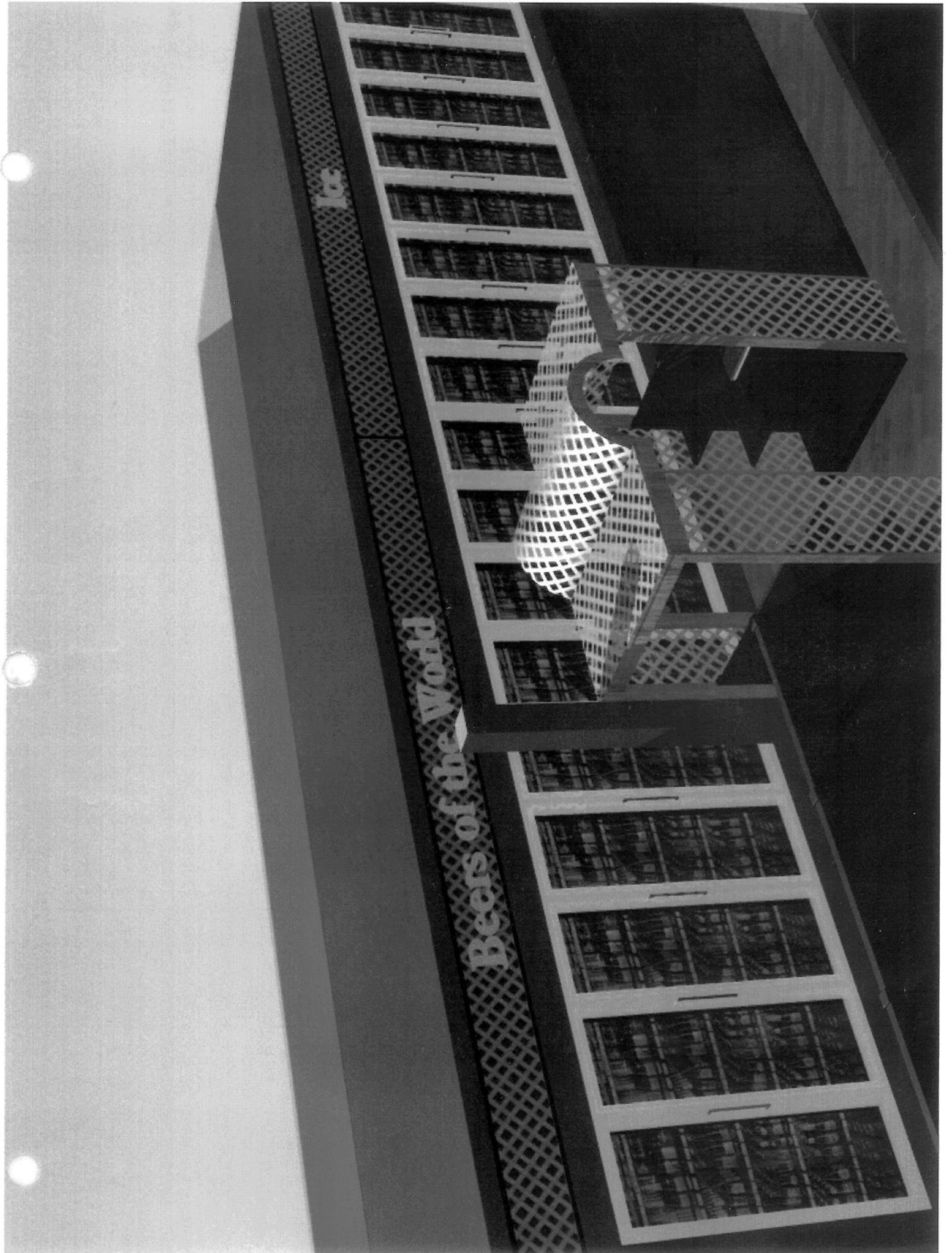
Install Trees

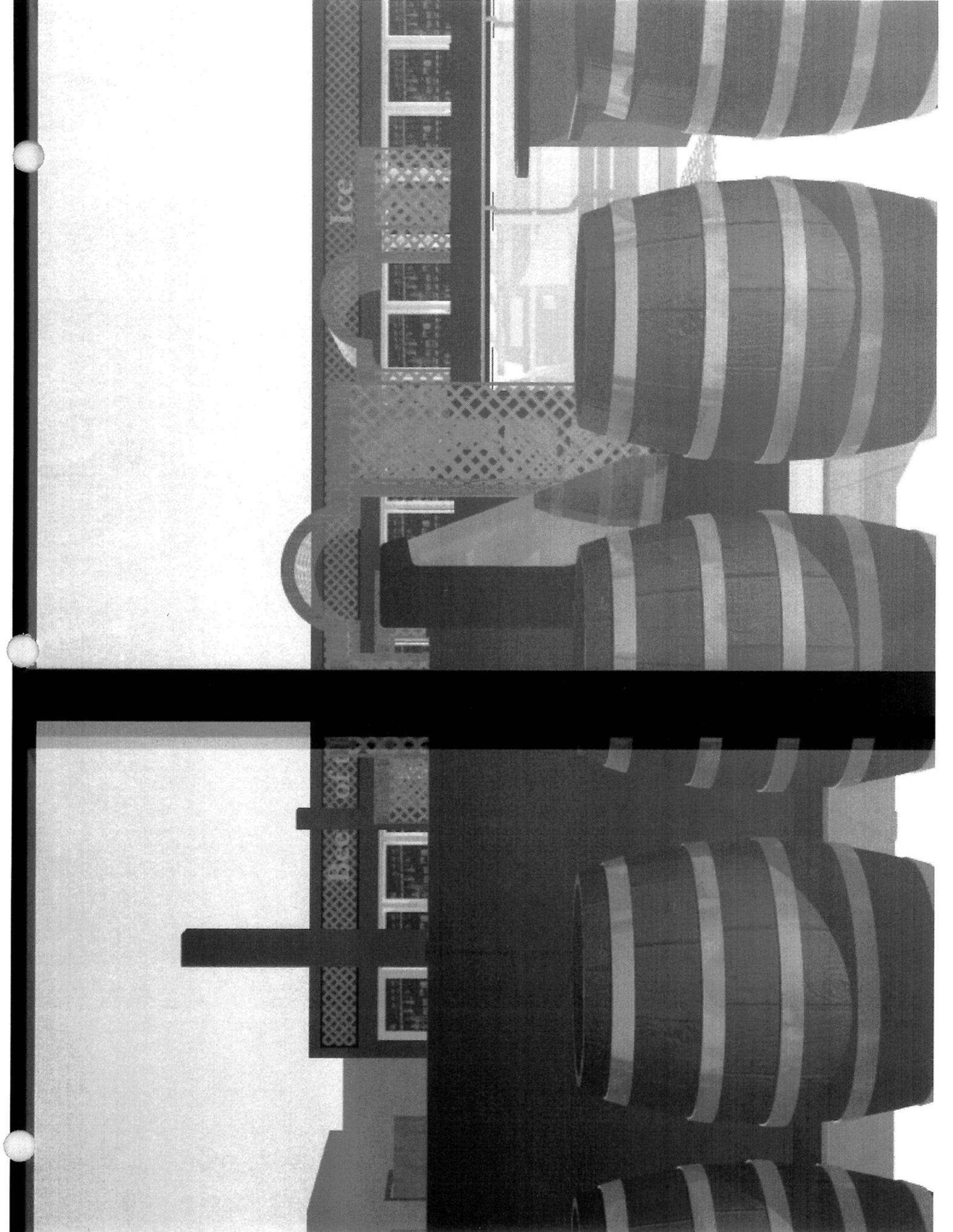
Install bushes

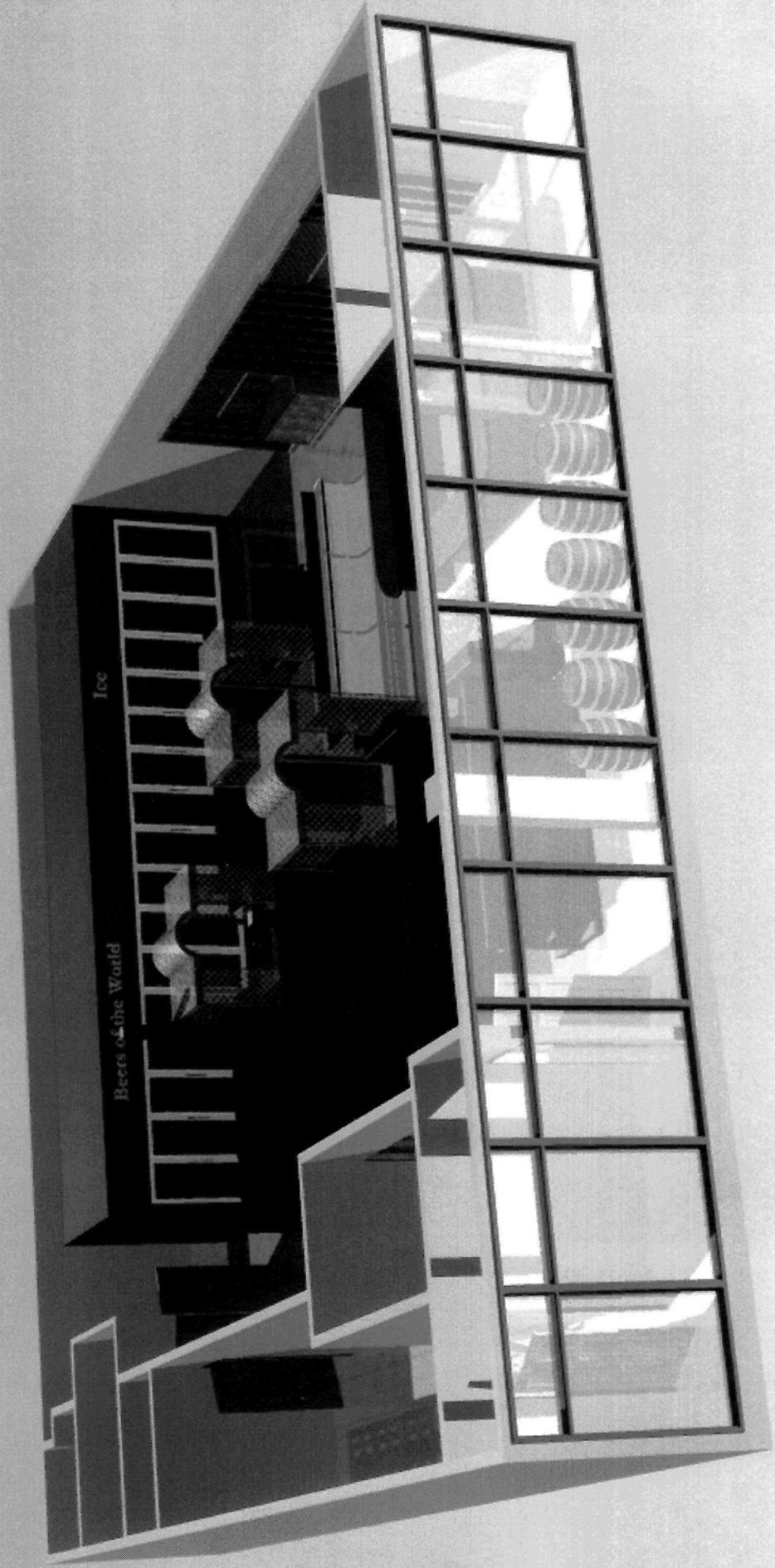
Install landscaping and 6 inch curb.

EXHIBIT C

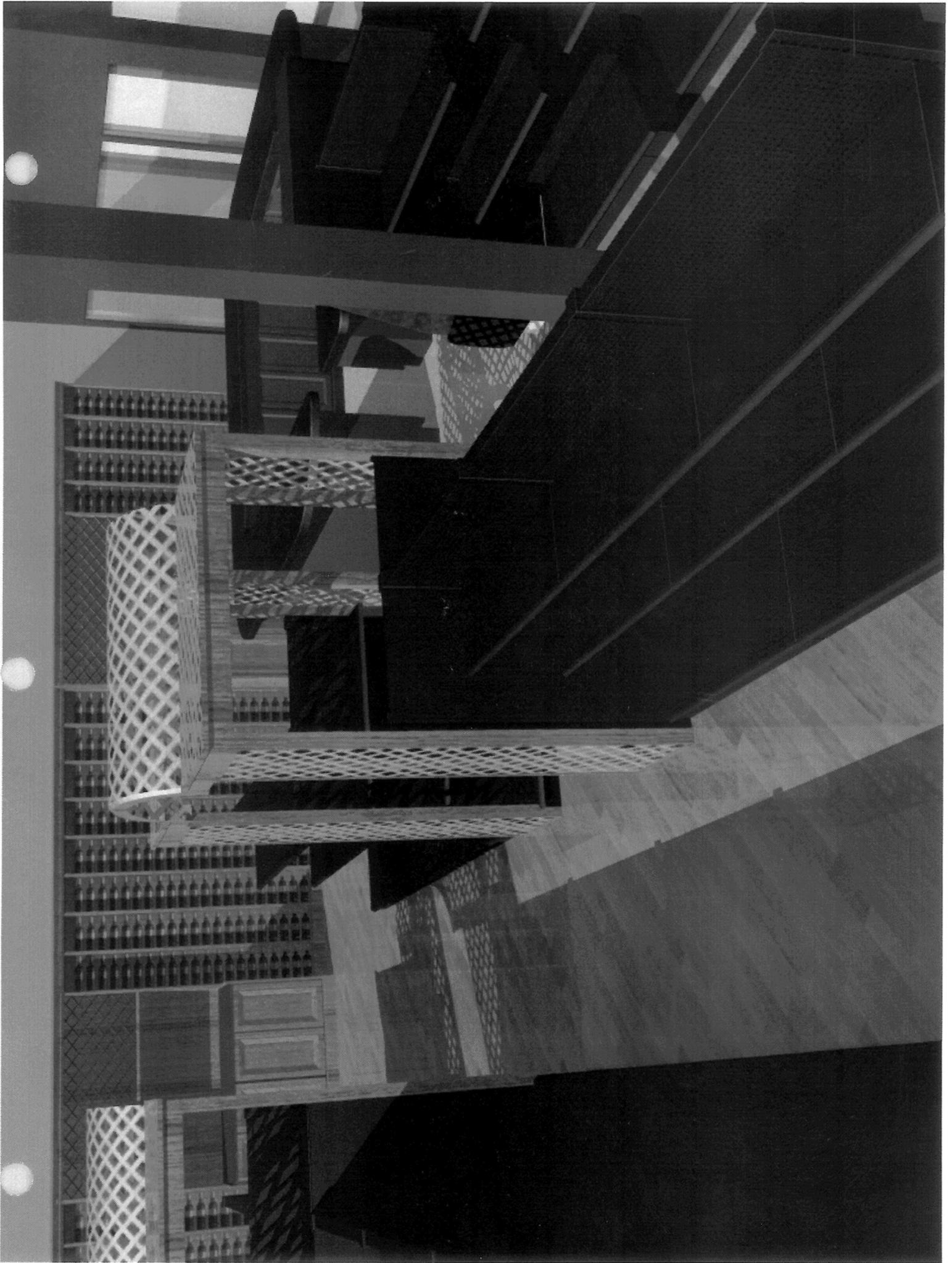
INTERIOR BUILD-OUT PLAN





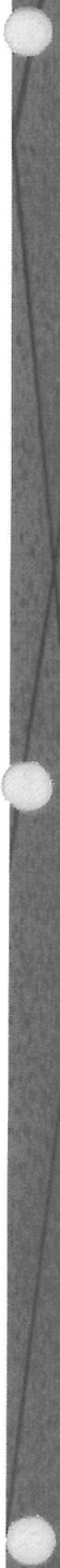
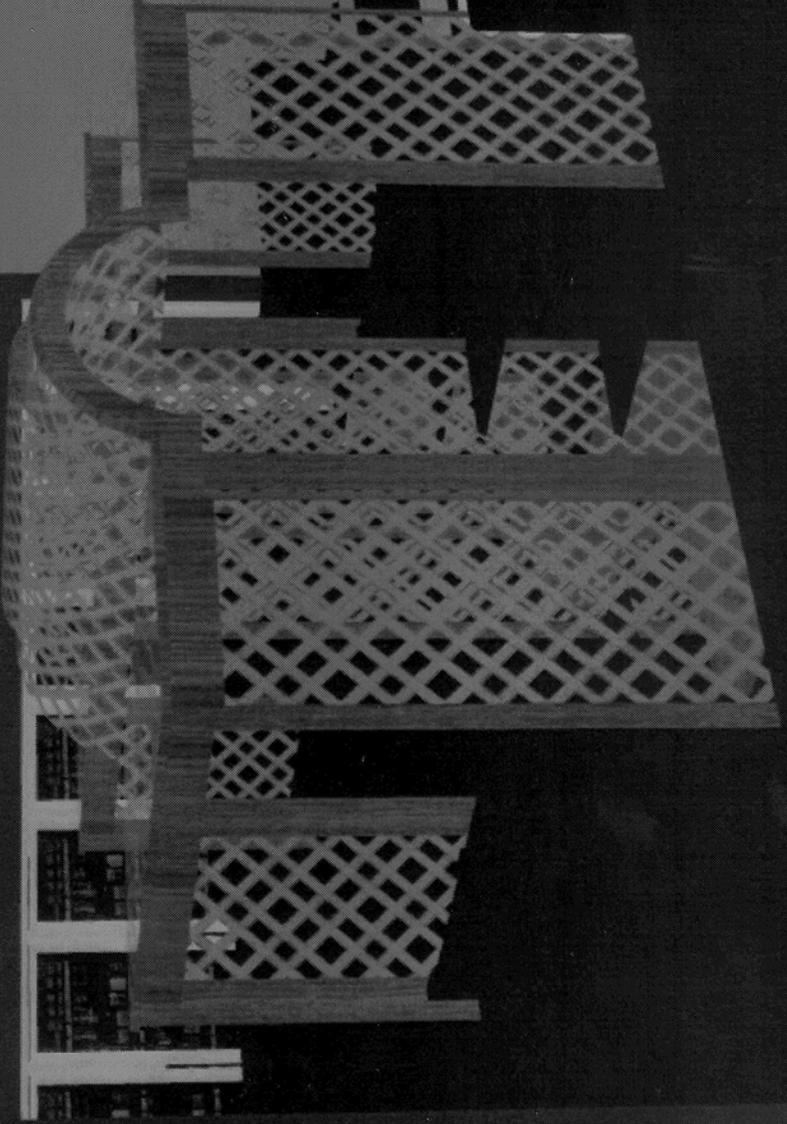


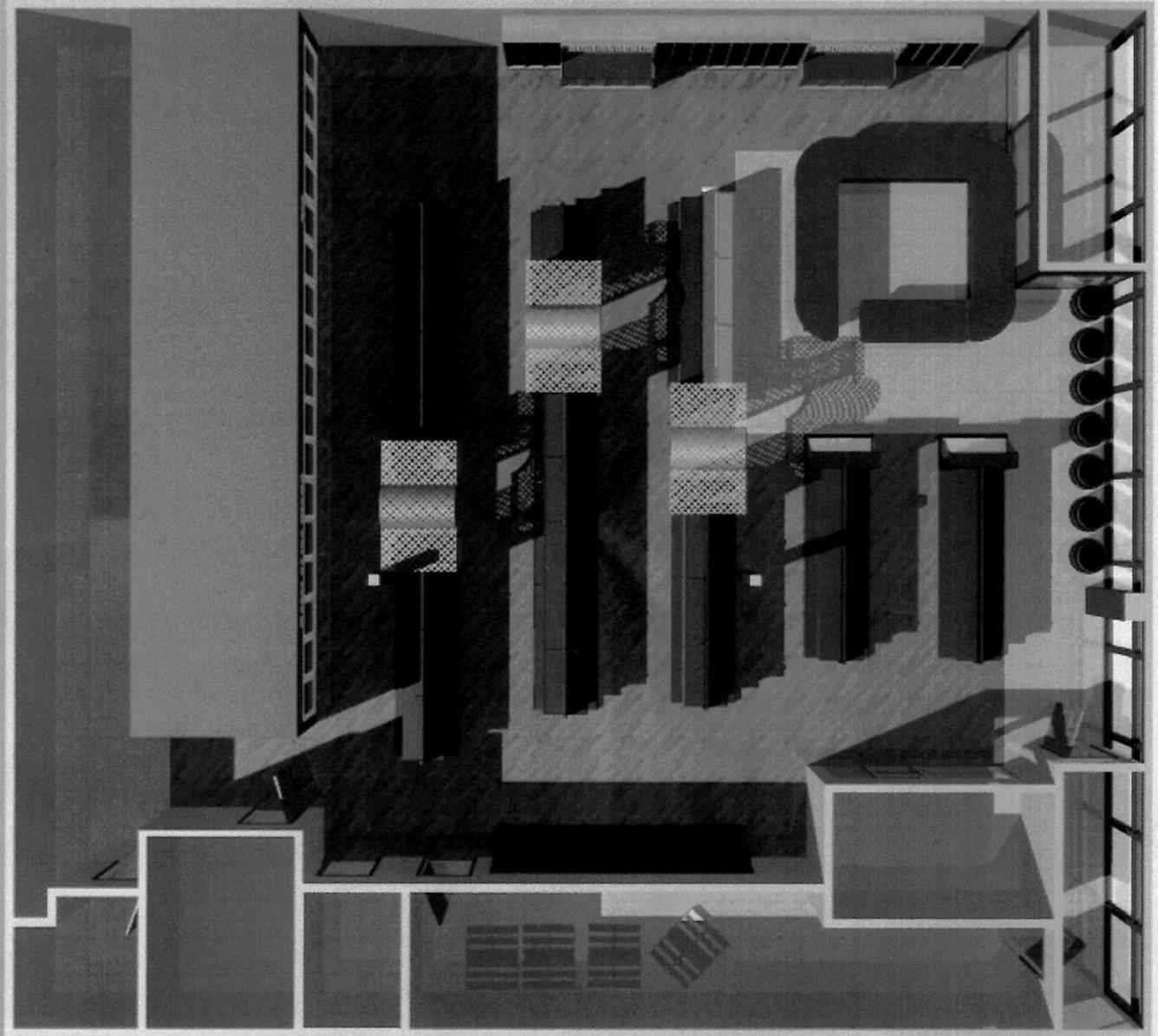


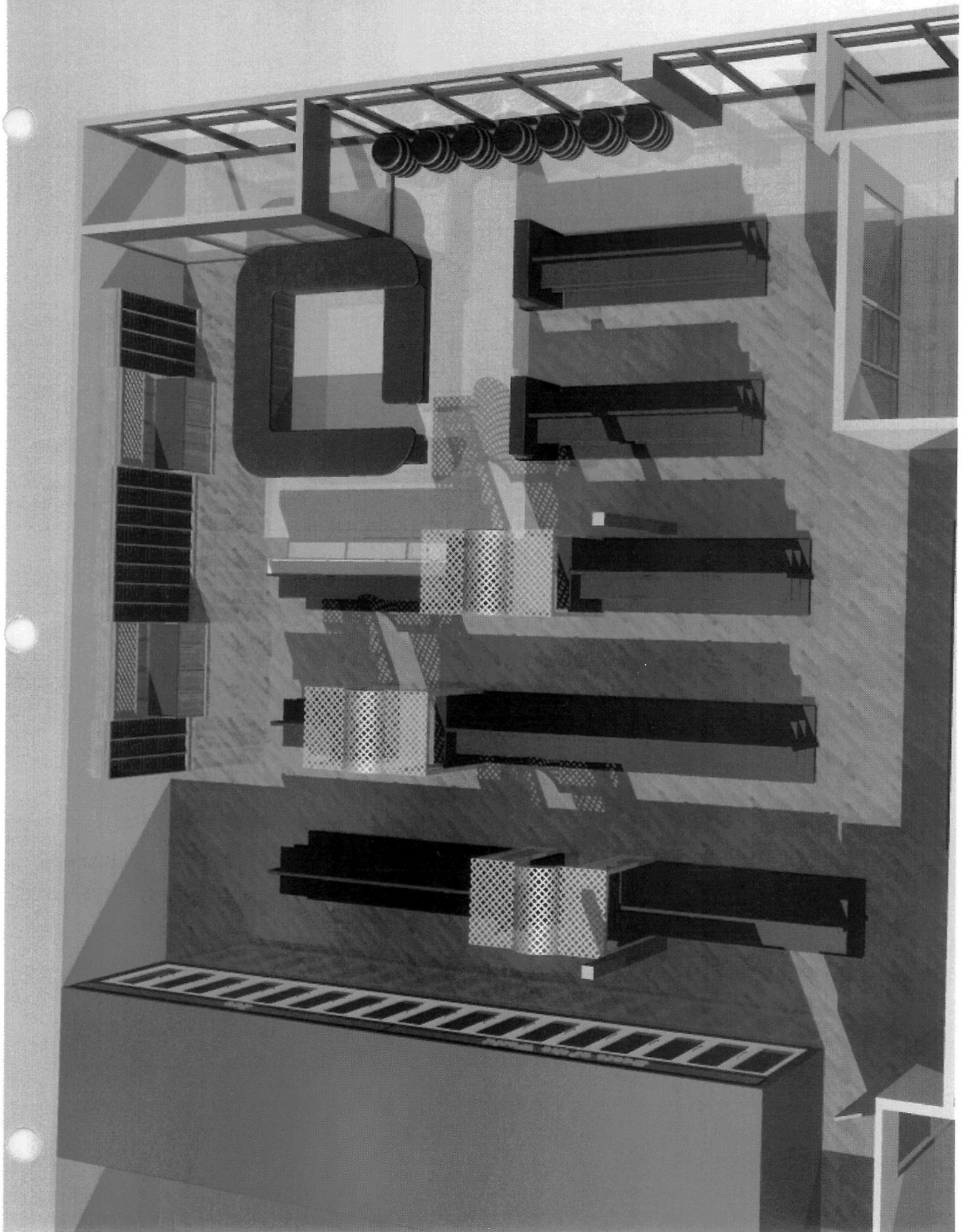


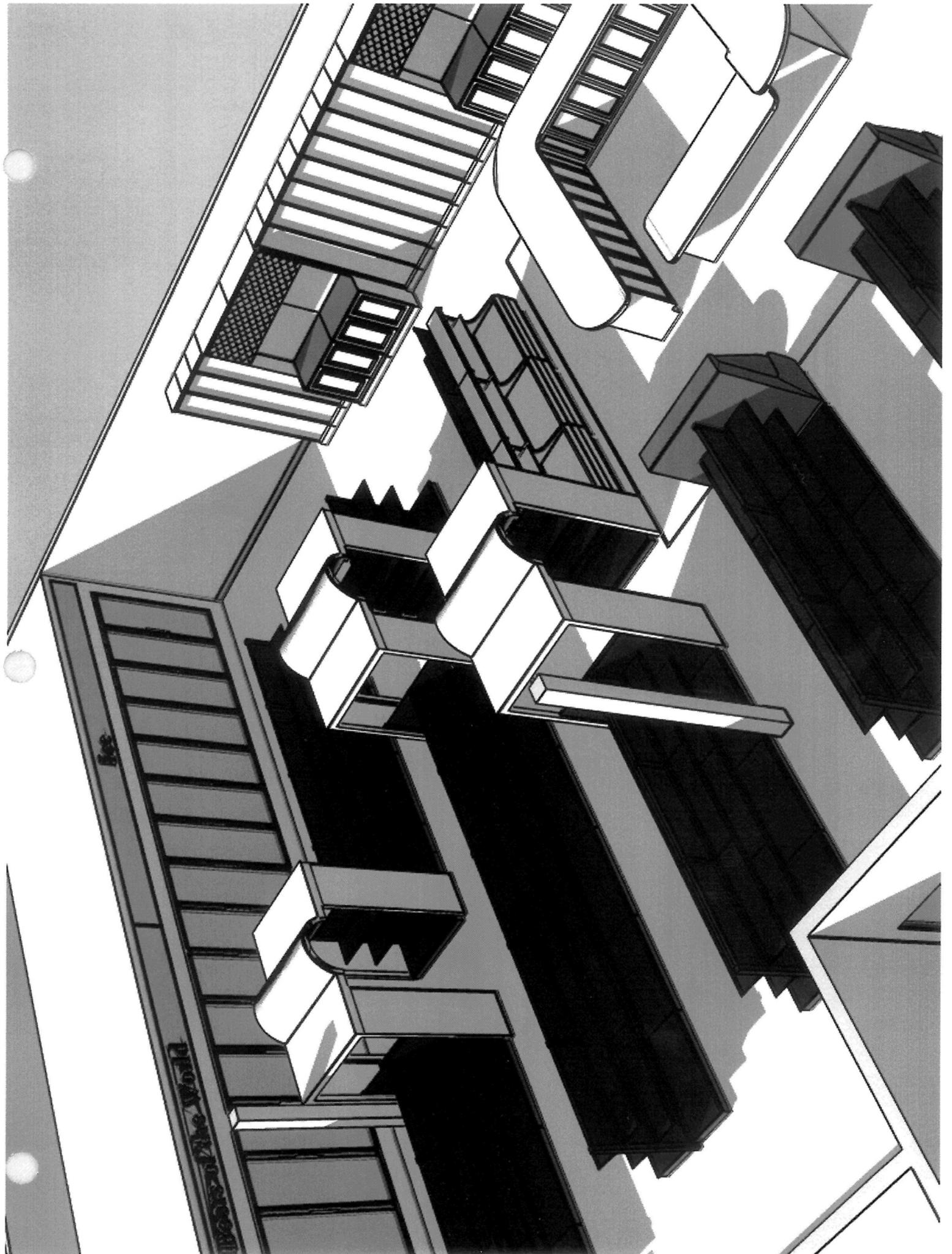


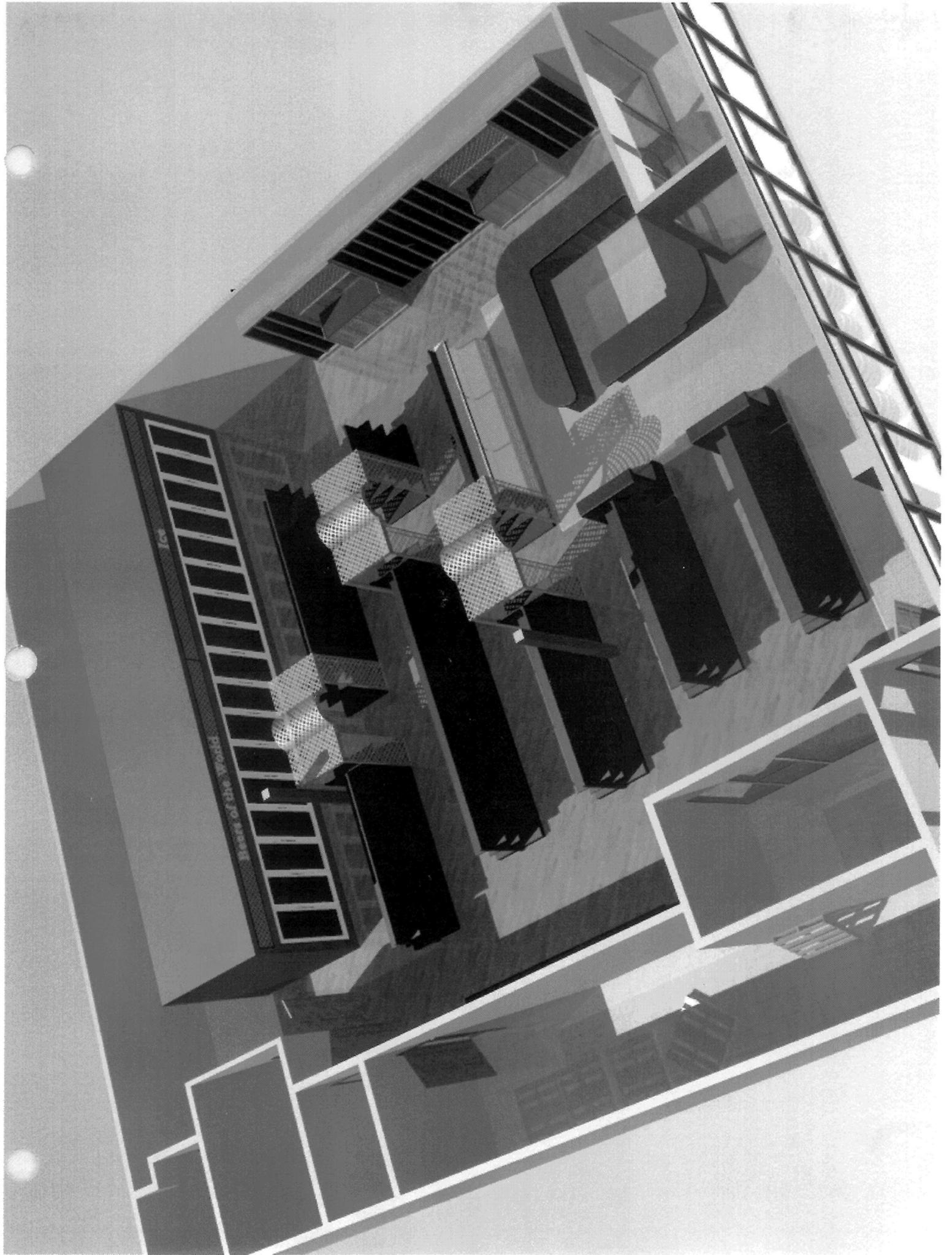
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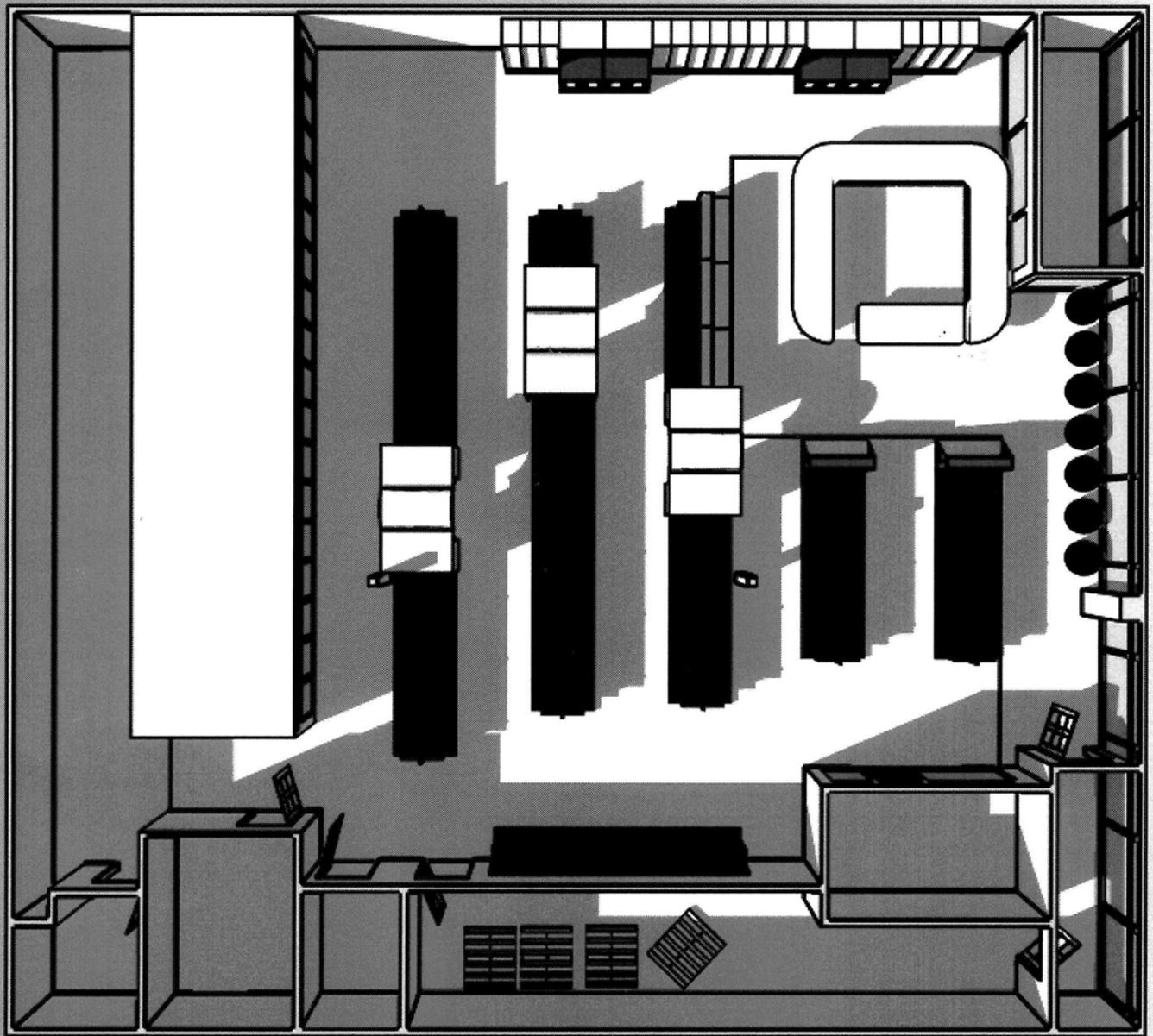


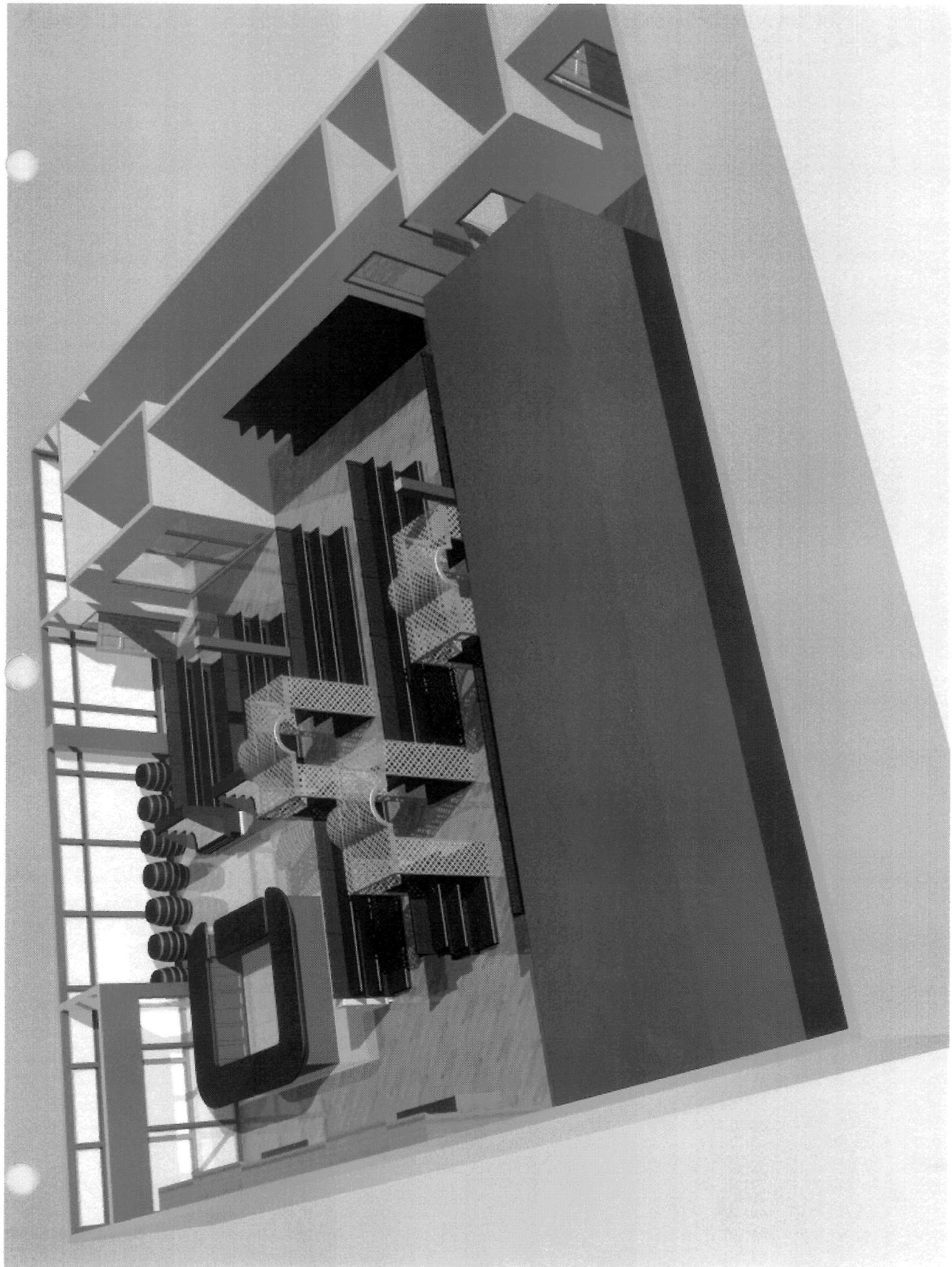












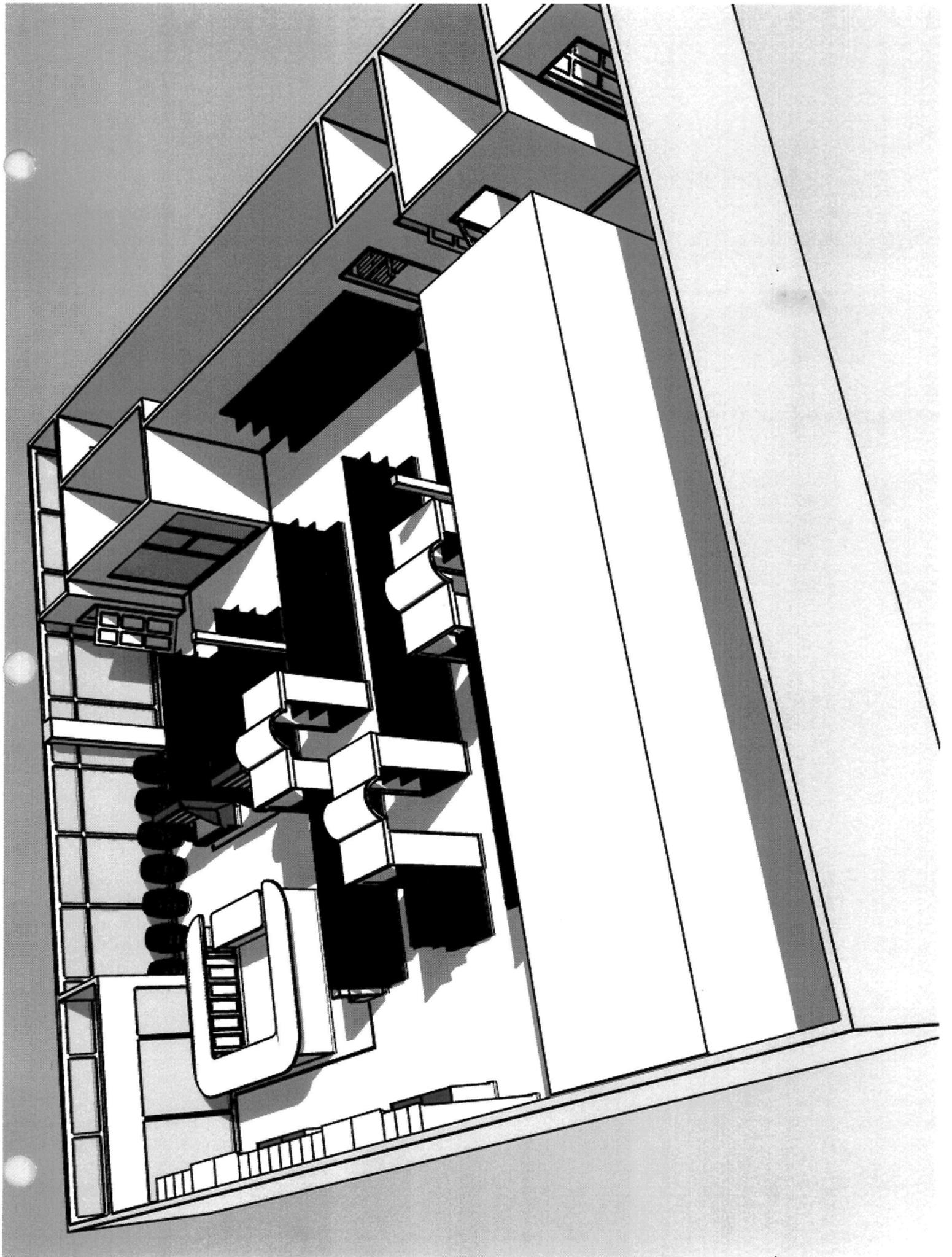




EXHIBIT D

STORE FLOOR PLAN



ATS Store Fixtures & Equipment
 Lincolnwood Wine & Spirits

12/31/08
 Store Floor Plan

Laydown wine = 1288' linear
 Spirits = 192' linear
 Beer = 112' linear
 Soda = 96' linear

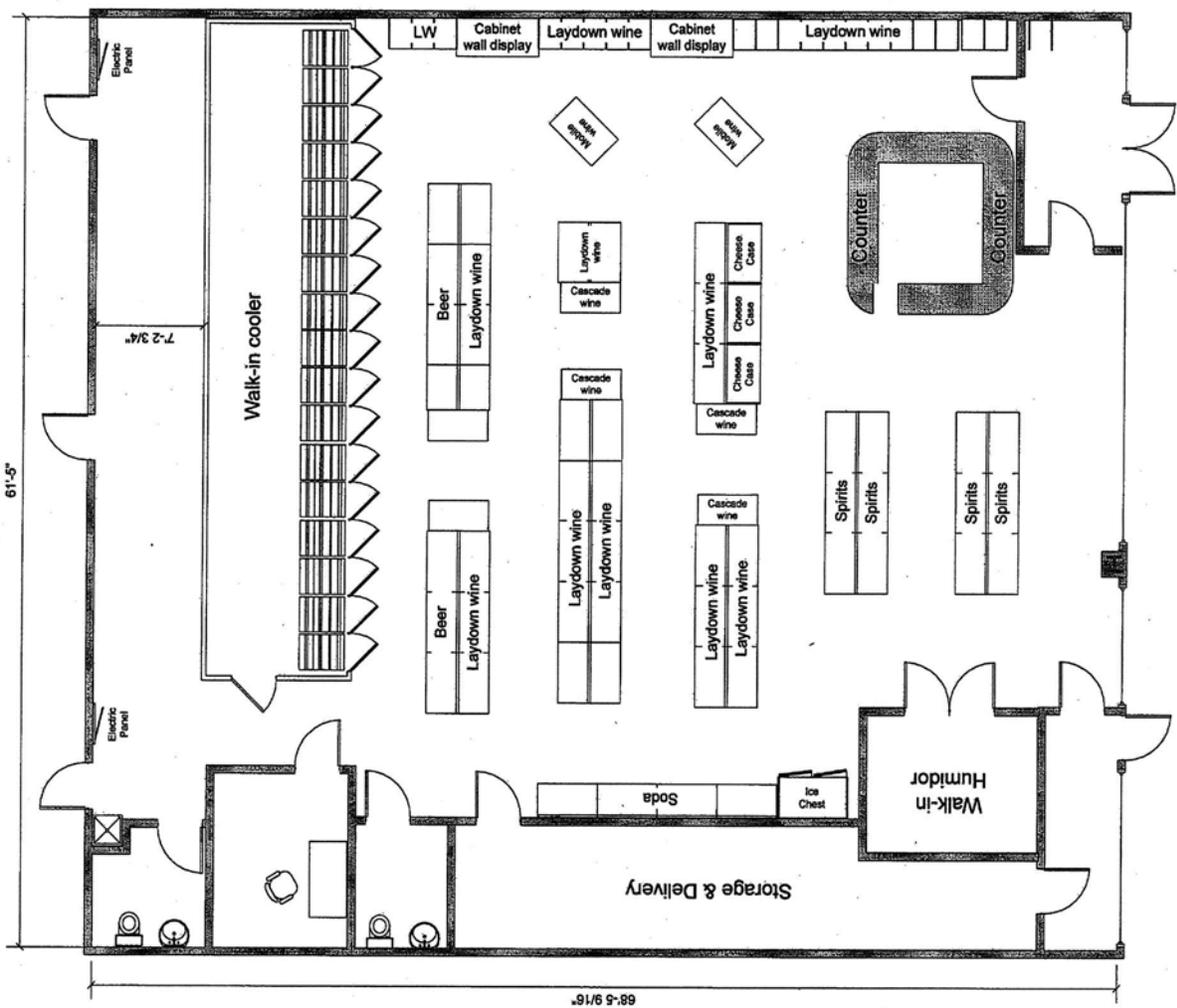


EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Lincolnwood Commons, LLC ("*Owner*") is the record title owner of that certain property located in the B-1 Restricted Business District ("*B-1 District*"), commonly known as 6921-6933 Lincoln Avenue, in the Village ("*Property*"); and

WHEREAS, Ordinance No. 2009-2831, adopted by the Village President and Board of Trustees on January 8, 2009 ("*Ordinance*"), grants site plan approval, a special use permit and variations from "The Village of Lincolnwood Zoning Ordinance" in connection with the operation by TPDS, Inc. d/b/a Lincolnwood Wine & Spirits ("*Applicant*") of a package goods liquor store on that portion of the Property commonly known as 6933 Lincoln Avenue; and

WHEREAS, Section 12 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant shall have filed, within 30 days following the passage of the Ordinance, their 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 and the Applicant do 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 that are applicable only to the Owner or only to the Property (as opposed to those that are applicable only to the Applicant or only to the Premises).
2. The Applicant 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.
3. The Owner and the Applicant acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
4. The Owner and the Applicant acknowledge and agree that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of site plan approval, a special use permit, and variations for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and shall not, in any way, be deemed to insure the Owner or the Applicant against damage or injury of any kind and at any time.
5. The Owner and the Applicant shall, and do hereby agree 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 site plan approval, special use permit, and variations for the Property.

Dated: 1-20-09, 2009

ATTEST:

By: *Elise Raa*
Its: Deputy village clerk

LINCOLNWOOD COMMONS, LLC
By: *[Signature]*
Its: Manager

ATTEST:

By: *Lerald W. Rosen*
Its: Consultant

TPDS, INC. d/b/a LINCOLNWOOD WINE & SPIRITS
By: *Jacques Surcin*
Its: PRESIDENT



Doc#: 1218822125 Fee: \$64.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 07/06/2012 02:22 PM Pg: 1 of 14

VILLAGE OF LINCOLNWOOD

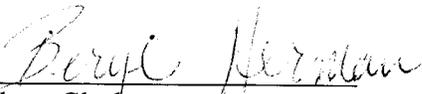
ORDINANCE NO. Z2010-2914

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT
FOR THE OPERATION OF A PACKAGE GOODS LIQUOR STORE**

(6921-6933 North Lincoln Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 5TH DAY OF NOVEMBER, 2010.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
4th day of November, 2010


Village Clerk

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT
FOR THE OPERATION OF A PACKAGE GOODS LIQUOR STORE**

(6921-6933 North Lincoln Avenue)

WHEREAS, Lincolnwood Commons, LLC ("**Owner**") is the record title owner of that certain property located in the B-1 Restricted Business District ("**B-1 District**"), commonly known as 6921-6933 Lincoln 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 building commonly known as the Lincolnwood Commons Shopping Center ("**Building**"); and

WHEREAS, on January 8, 2009, the Village President and Board of Trustees adopted Ordinance No. 2009-2831, granting a special use permit to TPDS, Inc. d/b/a Lincolnwood Wines & Spirits ("**Applicant**") for the operation of a package goods liquor store ("**Liquor Store**") within the approximately 4,550 square foot retail space in that portion of the Building on the Property commonly known as 6933 Lincoln Avenue ("**Original Special Use Permit**"); and

WHEREAS, pursuant to Section 5.C of the Original Special Use Permit, the Village imposed specific restrictions on the operation of the Liquor Store by the Applicant (collectively, the "**Liquor Store Operational Restrictions**"); and

WHEREAS, in accordance with Article V of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the Applicant, with the consent of the Owner, has filed an application to amend certain Liquor Store Operational Restrictions governing the use of the sales floor area of the Liquor Store, the prohibition of the sale of certain alcoholic beverages and tobacco products, and the hosting of alcoholic beverage tasting events in the Liquor Store (collectively, the "**Requested Amendments**"); and

WHEREAS, a public hearing of the Plan Commission of the Village of Lincolnwood to consider approval of the Requested Amendments was duly advertised in the *Lincolnwood Review* on September 16, 2010, and held on October 6, 2010; and

WHEREAS, on October 6, 2010, the Plan Commission made findings and recommendations in support of the Requested Amendments, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Amendments meet the required standards for special use permits 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 amend the Original Special Use Permit pursuant to the Requested Amendments, subject to the conditions, restrictions, and provisions of this Ordinance;

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

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 AMENDMENTS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, and in accordance with, and pursuant to, Article V of the Zoning Ordinance and the home rule powers of the Village, the Village President and Board of Trustees shall, and do hereby: (i) approve the Requested Amendments; and (ii) amend Section 5.C of the Original Special Use Permit to read as follows:

"SECTION 5. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Sections Two, Three, and Four of this Ordinance shall be, and are hereby, expressly subject to, and contingent upon, the development, use, and maintenance of the Property and the Premises in compliance with each and all of the following conditions:

* * *

C. Conditions Applicable to the Operation of the Liquor Store on the Premises

1. Upscale Liquor Store. The Applicant shall take all steps necessary to ensure that the use and operation of the Liquor Store on the Premises is, at all times, consistent with that of an upscale and high-end retail store, in conformance with the representations made by the Applicant to the Village's PC/ZBA and Board of Trustees. Accordingly, the standards that shall be maintained at all times on the Premises shall include, without limitation, the following:

a. Interior Build-Out. The interior build-out and furnishings of the Premises shall consist of high-end and upgraded materials as specifically depicted on the plans and renderings that are part of the Interior Build-Out Plan. The Premises shall at all times comply with the Interior Build-out Plan, except for minor changes and site work approved by the Village Community Development Director and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards.

b. Restricted Use of Sales Floor. The sales floor area

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

shall be of the size, and shall be substantially in conformance with the layout, as depicted on the Store Floor Plan ("**Sales Floor**"). The amount of space for which the Sales Floor used for the storage, display, and sale of product type shall be restricted as follows:

- i. Not less than 1,288 linear feet of shelf space on the Sales Floor shall be used exclusively for the display and sale of bottled wine.
 - ii. Not less than 12 linear feet of shelf space on the Sales Floor shall be used exclusively for the display and sale of cheese, specialty foods, and wine accessories.
 - iii. Not more than ~~192~~ **240** linear feet of shelf space the Sales Floor shall be used for the storage, display or sale of spirits.
 - iv. Not more than 112 linear feet of shelf space on the Sales Floor shall be used for the storage, display or sale of beer.
 - v. Not more than ~~12~~ **15** sections, as measured by door openings, of the cold storage and display cooler shall be used for the storage, display or sale of beer.
 - vi. No cases of beer shall be stored or displayed at any location on the Sales Floor, **except that not more than six cases of beer may be vertically stored or displayed at the end of each aisle on the Sales Floor.**
 - vii. Not more than 96 linear feet of shelf space on the Sales Floor shall be used for the storage, display, or sale of soda and soft drinks.
- c. No Public Access to Cooler. The walk-in portion of the cold storage and display cooler shall be restricted to store employees only.
 - d. Wine Expert. Not later than the date that is 60 days after the issuance of a certificate of occupancy for the Premises, the Applicant shall hire one or more

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

individuals who are knowledgeable about, and have been trained in, the sale and purchase of wine, which individuals shall maintain regular hours of employment on the Sales Floor in the Liquor Store.

e. Prohibited Sales. At no time shall any of the following goods or items be displayed or sold on the Premises:

i. ~~—~~ Beer kegs

ii. i. Single cans of beer

iii. ii. Bottles of spirits containing less than three ounces

iv. ~~—~~ Cigarettes

v. iii. Lottery tickets of any kind

f. Restricted Sales and Displays.

i. Beer kegs may be sold from the Premises, but at no time shall any beer keg be displayed on the Premises.

ii. Cigarettes may be sold from the Premises, but at no time shall any cigarettes be displayed in any portion of the Premises other than the humidor located within the Premises.

f. g. Window Signage and Displays Prohibited. No signage of any kind that is visible from any location outside of the Premises shall be allowed in the Premises or on or affixed to any exterior door or window of the Premises. No cans or bottles shall be stored or displayed within three feet of any exterior door or window.

2. Hours of Operation for Sale of Alcoholic Liquor. No alcoholic liquor may be sold on the Premises on any day before 10:00 a.m. or after 10:00 p.m.

3. Deliveries. The Applicant shall use its best efforts to cause all truck deliveries to load and unload on the North side of the Property. In no event shall any deliveries to the

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

Premises occur before 8:00 a.m. on any day.

4. Security Measures. The Village shall have the right to refuse to issue a certificate of occupancy for the Premises prior to the approval by the Village's Chief of Police of a security plan for the Premises, which approval may be withheld in the sole and absolute discretion of the Village's Chief of Police.
5. Identification Card Information. The Applicant must maintain, at all times on the Premises, a federal or state government-issued book or booklet containing a description and depiction of valid identification cards.
6. Prohibition of Consumption in the Parking Lot. The Applicant shall take all steps necessary to ensure that no consumption of alcoholic liquor takes place in the Parking Lot of the Property at any time.
7. Employee Training and Restrictions.
 - a. Responsible Alcohol Service Training. Each manager of the Liquor Store, and each employee of the Liquor Store who will be engaged in selling, serving, or delivering of alcoholic liquor to customers or patrons shall, within 10 days after the manager or employee begins employment at the Liquor Store, successfully complete a Beverage Alcohol Sellers and Servers Education and Training (BASSET) program licensed by the State of Illinois Liquor Control Commission pursuant to Sections 3-12(a)(11.1) and 6-27 of the Liquor Control Act and 77 Ill. Admin. Code 3500.101 *et seq.* The Applicant shall maintain on the Premises proof of completion by each manager and employee of the training required pursuant to this Section.
 - b. Fingerprinting. Within 10 days after beginning employment at the Liquor Store, each manager and employee of the Liquor Store shall permit the Village Police Department to take and record his or her fingerprints.
8. Compliance with Local Liquor Control Requirements.
 - a. The use and operation of the Premises shall at all times be in compliance with the local liquor control

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

requirements set forth in Chapter 11 of the Village Code. The sale of alcoholic liquor shall not be permitted without the issuance, and maintenance, of a license therefor in accordance with Chapter 11 of the Village Code ("***Local Liquor License***").

- b. Nothing in this Ordinance shall be deemed or interpreted as authorizing or requiring the issuance or the renewal of a Local Liquor License, or as an obligation or requirement that the Village's Local Liquor Control Commissioner issue a Local Liquor License for the Premises.
- c. Nothing in this Ordinance shall be deemed or interpreted as authorizing or requiring the Village's Local Liquor Control Commissioner to renew a Local Liquor License for the Premises upon the expiration of the term of any previously issued Local Liquor License.
- d. Any violation of the conditions, provisions, and restrictions of this Ordinance shall be deemed a violation, and grounds for revocation by the Village, of any Local Liquor License issued by the Village for the Premises.
- e. To the extent that this Ordinance imposes stricter requirements on the use and operation of an establishment selling alcohol than those of the local liquor control requirements set forth in Chapter 11 of the Village Code, this Ordinance shall control.

9. Wine Alcoholic Beverage Tasting. In the event that the tasting of ~~wine or beer~~ alcoholic beverages is authorized on the Premises by the Local Liquor License, the following additional regulations shall apply:

- a. Each tasting must be attended by and supervised by a person 21 years old or older, who must be a full time or part time employee of the store or a ~~wine or beer~~ alcoholic beverage distributor representative.
- b. A tasting may occur only in the same area of the Sales Floor as the display of the ~~wines or beers~~ alcoholic beverages being tasted.

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

- c. The amount being tasted by one customer may not exceed the following:
 - i. Wine: one ounce per serving, total 8 ounces; ~~and~~
 - ii. Beer: three ounces per serving, total 12 ounces; and
 - iii. Spirits: one half-ounce per serving, total 3 ounces.
- d. ~~No charge, cost, fee, or other consideration may be levied for any tasting~~ A charge, cost, fee or other consideration may be levied at not more than 12 tasting events per calendar year, but only upon the provision of a written notice to the Village Clark, not less than two days prior to each tasting event, of the date and time of the tasting.
- e. On a specific date in September or October 2012 to be mutually determined by the Village and the Applicant, the Applicant shall appear at a meeting of the Committee of the Whole of the Village Board of Trustees to deliver a status report concerning alcoholic beverage tastings conducted on the Premises pursuant to this Section 5.C.9.

- 10. Recycling of Cardboard Boxes. The Applicant shall implement a recycling program for cardboard used for the storage and transportation of cans and bottles. Compaction of any cardboard for recycling shall occur only within the Premises, and may only be stored outdoors in an approved recycling dumpster that is located within an enclosed area."

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 Two of this Ordinance shall be, and are hereby, expressly subject to, and contingent upon, the development, use, and maintenance of the Property and the Liquor Store in compliance with each and all of the following conditions:

- A. Compliance with Laws. Except to the extent specifically provided otherwise in this Ordinance or the Original Special Use Permit, the development, use, operation, and maintenance of the Property and the Liquor Store shall comply at all times with all applicable Village codes

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

and ordinances, as the same have been or may be amended from time to time.

- B. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant shall 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 shall be made by a certified or cashier's check. Further, the Applicant shall be liable for, and shall pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4. CONFLICTING PROVISIONS. Except as provided otherwise in this Ordinance, all terms, provisions, and requirements of the Original Special Use Permit shall remain unchanged and in full force and effect. In the event of a conflict between this Ordinance and the Original Special Use Permit, this Ordinance shall control.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon, the Owner, the Applicant, and each of their heirs, representatives, successors, and assigns.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance or of the Original Special Use Permit, as applicable, the approvals granted in Section Two of this Ordinance and in the Original Special Use Permit shall, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section Two of this Ordinance or in the Original Special Use Permit unless they shall first provide the Owner and the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the B-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 Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 7. AMENDMENTS. Any amendments to the approval granted in Section Two of this Ordinance or to the Original Special Use Permit that may be requested by the Owner or the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

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

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

SECTION 9. EFFECTIVE DATE.

- A. This Ordinance shall be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit B** 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 that the Owner and the Applicant do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 9.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURES ON FOLLOWING PAGE]

PASSED this 4th day of November, 2010.

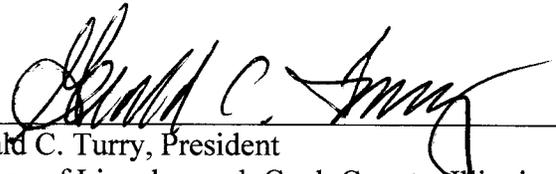
AYES: Trustees Heidtke, Leftakes, Elster, Sprogis-Marohn, Patel

NAYS: None

ABSENT: Trustee Froman

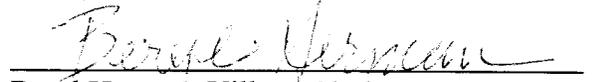
ABSTENTION: None

APPROVED by me this 4th day of November, 2010.



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

ATTESTED and FILED in my office this
4th day of November, 2010


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

#9874755_v2

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17, AND LOT 18 (EXCEPT THE NORTH 50 FEET THEREOF) IN BLOCK 4 IN LINCOLN CRAWFORD MANOR, BEING A SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH THE SOUTHWESTERLY ½ OF THE 16 FT. VACATED ALLEY AS PER DOC. NO. 17828492 AND LYING NORTHEASTERLY OF AFORESAID LOTS, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6921-6933 Lincoln Avenue, Lincolnwood, Illinois.

P.I.N.: 10-34-216-007-0000, 10-34-216-008-0000, 10-34-216-009-0000,
10-34-216-010-0000, 10-34-216-011-0000, 10-34-216-012-0000,
10-34-216-013-0000, 10-34-216-014-0000, 10-34-216-015-0000,
10-34-216-031-0000

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Lincolnwood Commons, LLC ("*Owner*") is the record title owner of that certain property located in the B-1 Restricted Business District ("*B-1 District*"), commonly known as 6921-6933 Lincoln Avenue, in the Village ("*Property*"); and

WHEREAS, TPDS, Inc. d/b/a Lincolnwood Wines & Spirits ("*Applicant*") filed an application to amend its existing special use permit for the operation of a package goods liquor store on the Property (the "*Requested Relief*");

WHEREAS, Ordinance No. Z2010-2914, adopted by the Village President and Board of Trustees on November 4, 2010 ("*Ordinance*"), grants the Requested Relief to the Applicant; and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant shall have filed, within 30 days following the passage of the Ordinance, their 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 and the Applicant do 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 that are applicable only to the Owner or only to the Property (as opposed to those that are applicable only to the Applicant or only to the Premises).
2. The Applicant 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.
3. The Owner and the Applicant acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
4. The Owner and the Applicant acknowledge and agree that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of the Requested Relief for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and shall not, in any way, be deemed to insure the Owner or the Applicant against damage or injury of any kind and at any time.
5. The Owner and the Applicant shall, and do hereby agree 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 Requested Relief for the Property.

Dated: December 17, 2010

ATTEST:

By:
Its:



Secy

LINCOLNWOOD COMMONS, LLC

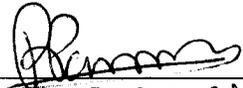
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MANAGER *MANAGER of Lincolnwood Commons LLC*

ATTEST:

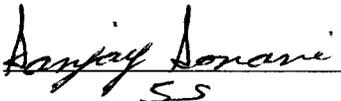
By:
Its:



PRESIDENT

TPDS, INC. d/b/a LINCOLNWOOD WINE & SPIRITS

By:
Its:



SS

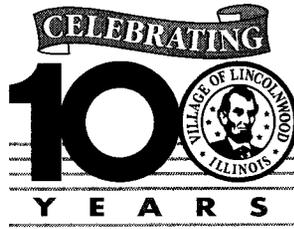
VILLAGE PRESIDENT
Gerald C. Turry

VILLAGE CLERK
Beryl Herman

VILLAGE ADMINISTRATOR
Timothy C. Wiberg

April 26, 2011

Dinesh Patel, Owner
Lincolnwood Wines and Spirits
6929 Lincoln Avenue
Lincolnwood Illinois 60712



TRUSTEES
Lawrence A. Elster
Lawrence M. Froman
Thomas Heidtke
Nicholas Leftakes
Jesal B. Patel, Sr.
Renee Sprogis-Marohn

Re: Ordinance Z2010- Signatures Required

Dear Mr. Patel:

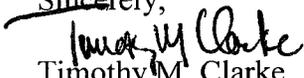
On November 4, 2010 the Lincolnwood Village Board approved Ordinance Z2010-2914 which approved an amendment to the Special Use Permit for operation of your business establishment, Lincolnwood Wines and Spirits. As previously advised, this ordinance, a copy of which is enclosed, is effective only after a duly executed "Unconditional Agreement and Consent" form ("Consent Form") has been signed and returned to the Village showing agreement via signatures of both the store owner and property owner. This form is attached to the Ordinance as Exhibit B.

To date, this executed Consent Form for Ordinance Z2010-2914 has not been returned to the Village with the required signatures and therefore Ordinance Z2010-2914 is not yet effective. Do know that Michael Klein of Lincolnwood Commons LLC has advised the Village Attorney that he is willing to execute this Consent Form, subject to an indemnification agreement with you.

Please know that that failure to submit a fully executed consent form to the Village by June 1st 2011 will require that I advise the Village Board of this noncompliance with the ordinance requirements and therefore that this ordinance ought be voided.

Your immediate attention to this matter is appreciated. Should you have any questions, please feel free to contact me at 847-745-4710.

Sincerely,


Timothy M. Clarke, AICP
Community Development Director

Cc: Michael Klein
Village Administrator Wiberg



TREE CITY USA

VILLAGE OFFICES • 6900 N. LINCOLN AVENUE • LINCOLNWOOD, ILLINOIS 60712 • 847-673-1540 • FAX: 847-673-9382
WWW.LINCOLNWOODIL.ORG



VILLAGE OF LINCOLNWOOD

ORDINANCE NO. Z2010-2914

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT
FOR THE OPERATION OF A PACKAGE GOODS LIQUOR STORE**

(6921-6933 North Lincoln Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 5TH DAY OF NOVEMBER, 2010.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
4th day of November, 2010


Village Clerk

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT
FOR THE OPERATION OF A PACKAGE GOODS LIQUOR STORE**

(6921-6933 North Lincoln Avenue)

WHEREAS, Lincolnwood Commons, LLC ("**Owner**") is the record title owner of that certain property located in the B-1 Restricted Business District ("**B-1 District**"), commonly known as 6921-6933 Lincoln 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 building commonly known as the Lincolnwood Commons Shopping Center ("**Building**"); and

WHEREAS, on January 8, 2009, the Village President and Board of Trustees adopted Ordinance No. 2009-2831, granting a special use permit to TPDS, Inc. d/b/a Lincolnwood Wines & Spirits ("**Applicant**") for the operation of a package goods liquor store ("**Liquor Store**") within the approximately 4,550 square foot retail space in that portion of the Building on the Property commonly known as 6933 Lincoln Avenue ("**Original Special Use Permit**"); and

WHEREAS, pursuant to Section 5.C of the Original Special Use Permit, the Village imposed specific restrictions on the operation of the Liquor Store by the Applicant (collectively, the "**Liquor Store Operational Restrictions**"); and

WHEREAS, in accordance with Article V of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the Applicant, with the consent of the Owner, has filed an application to amend certain Liquor Store Operational Restrictions governing the use of the sales floor area of the Liquor Store, the prohibition of the sale of certain alcoholic beverages and tobacco products, and the hosting of alcoholic beverage tasting events in the Liquor Store (collectively, the "**Requested Amendments**"); and

WHEREAS, a public hearing of the Plan Commission of the Village of Lincolnwood to consider approval of the Requested Amendments was duly advertised in the *Lincolnwood Review* on September 16, 2010, and held on October 6, 2010; and

WHEREAS, on October 6, 2010, the Plan Commission made findings and recommendations in support of the Requested Amendments, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Amendments meet the required standards for special use permits 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 amend the Original Special Use Permit pursuant to the Requested Amendments, subject to the conditions, restrictions, and provisions of this Ordinance;

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

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 AMENDMENTS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, and in accordance with, and pursuant to, Article V of the Zoning Ordinance and the home rule powers of the Village, the Village President and Board of Trustees shall, and do hereby: (i) approve the Requested Amendments; and (ii) amend Section 5.C of the Original Special Use Permit to read as follows:

"SECTION 5. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Sections Two, Three, and Four of this Ordinance shall be, and are hereby, expressly subject to, and contingent upon, the development, use, and maintenance of the Property and the Premises in compliance with each and all of the following conditions:

* * *

C. Conditions Applicable to the Operation of the Liquor Store on the Premises

1. Upscale Liquor Store. The Applicant shall take all steps necessary to ensure that the use and operation of the Liquor Store on the Premises is, at all times, consistent with that of an upscale and high-end retail store, in conformance with the representations made by the Applicant to the Village's PC/ZBA and Board of Trustees. Accordingly, the standards that shall be maintained at all times on the Premises shall include, without limitation, the following:

a. Interior Build-Out. The interior build-out and furnishings of the Premises shall consist of high-end and upgraded materials as specifically depicted on the plans and renderings that are part of the Interior Build-Out Plan. The Premises shall at all times comply with the Interior Build-out Plan, except for minor changes and site work approved by the Village Community Development Director and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards.

b. Restricted Use of Sales Floor. The sales floor area

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

shall be of the size, and shall be substantially in conformance with the layout, as depicted on the Store Floor Plan ("**Sales Floor**"). The amount of space for which the Sales Floor used for the storage, display, and sale of product type shall be restricted as follows:

- i. Not less than 1,288 linear feet of shelf space on the Sales Floor shall be used exclusively for the display and sale of bottled wine.
 - ii. Not less than 12 linear feet of shelf space on the Sales Floor shall be used exclusively for the display and sale of cheese, specialty foods, and wine accessories.
 - iii. Not more than ~~192~~ **240** linear feet of shelf space the Sales Floor shall be used for the storage, display or sale of spirits.
 - iv. Not more than 112 linear feet of shelf space on the Sales Floor shall be used for the storage, display or sale of beer.
 - v. Not more than ~~12~~ **15** sections, as measured by door openings, of the cold storage and display cooler shall be used for the storage, display or sale of beer.
 - vi. No cases of beer shall be stored or displayed at any location on the Sales Floor, except that not more than six cases of beer may be vertically stored or displayed at the end of each aisle on the Sales Floor.
 - vii. Not more than 96 linear feet of shelf space on the Sales Floor shall be used for the storage, display, or sale of soda and soft drinks.
- c. No Public Access to Cooler. The walk-in portion of the cold storage and display cooler shall be restricted to store employees only.
- d. Wine Expert. Not later than the date that is 60 days after the issuance of a certificate of occupancy for the Premises, the Applicant shall hire one or more

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

individuals who are knowledgeable about, and have been trained in, the sale and purchase of wine, which individuals shall maintain regular hours of employment on the Sales Floor in the Liquor Store.

e. Prohibited Sales. At no time shall any of the following goods or items be displayed or sold on the Premises:

i. ~~_____~~ Beer kegs

ii. ~~i.~~ i. Single cans of beer

iii. ~~ii.~~ ii. Bottles of spirits containing less than three ounces

iv. ~~_____~~ Cigarettes

v. ~~_____~~ iii. Lottery tickets of any kind

f. Restricted Sales and Displays.

i. Beer kegs may be sold from the Premises, but at no time shall any beer keg be displayed on the Premises.

ii. Cigarettes may be sold from the Premises, but at no time shall any cigarettes be displayed in any portion of the Premises other than the humidor located within the Premises.

f. g. Window Signage and Displays Prohibited. No signage of any kind that is visible from any location outside of the Premises shall be allowed in the Premises or on or affixed to any exterior door or window of the Premises. No cans or bottles shall be stored or displayed within three feet of any exterior door or window.

2. Hours of Operation for Sale of Alcoholic Liquor. No alcoholic liquor may be sold on the Premises on any day before 10:00 a.m. or after 10:00 p.m.

3. Deliveries. The Applicant shall use its best efforts to cause all truck deliveries to load and unload on the North side of the Property. In no event shall any deliveries to the

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

Premises occur before 8:00 a.m. on any day.

4. Security Measures. The Village shall have the right to refuse to issue a certificate of occupancy for the Premises prior to the approval by the Village's Chief of Police of a security plan for the Premises, which approval may be withheld in the sole and absolute discretion of the Village's Chief of Police.
5. Identification Card Information. The Applicant must maintain, at all times on the Premises, a federal or state government-issued book or booklet containing a description and depiction of valid identification cards.
6. Prohibition of Consumption in the Parking Lot. The Applicant shall take all steps necessary to ensure that no consumption of alcoholic liquor takes place in the Parking Lot of the Property at any time.
7. Employee Training and Restrictions.
 - a. Responsible Alcohol Service Training. Each manager of the Liquor Store, and each employee of the Liquor Store who will be engaged in selling, serving, or delivering of alcoholic liquor to customers or patrons shall, within 10 days after the manager or employee begins employment at the Liquor Store, successfully complete a Beverage Alcohol Sellers and Servers Education and Training (BASSET) program licensed by the State of Illinois Liquor Control Commission pursuant to Sections 3-12(a)(11.1) and 6-27 of the Liquor Control Act and 77 Ill. Admin. Code 3500.101 *et seq.* The Applicant shall maintain on the Premises proof of completion by each manager and employee of the training required pursuant to this Section.
 - b. Fingerprinting. Within 10 days after beginning employment at the Liquor Store, each manager and employee of the Liquor Store shall permit the Village Police Department to take and record his or her fingerprints.
8. Compliance with Local Liquor Control Requirements.
 - a. The use and operation of the Premises shall at all times be in compliance with the local liquor control

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

requirements set forth in Chapter 11 of the Village Code. The sale of alcoholic liquor shall not be permitted without the issuance, and maintenance, of a license therefor in accordance with Chapter 11 of the Village Code ("*Local Liquor License*").

- b. Nothing in this Ordinance shall be deemed or interpreted as authorizing or requiring the issuance or the renewal of a Local Liquor License, or as an obligation or requirement that the Village's Local Liquor Control Commissioner issue a Local Liquor License for the Premises.
- c. Nothing in this Ordinance shall be deemed or interpreted as authorizing or requiring the Village's Local Liquor Control Commissioner to renew a Local Liquor License for the Premises upon the expiration of the term of any previously issued Local Liquor License.
- d. Any violation of the conditions, provisions, and restrictions of this Ordinance shall be deemed a violation, and grounds for revocation by the Village, of any Local Liquor License issued by the Village for the Premises.
- e. To the extent that this Ordinance imposes stricter requirements on the use and operation of an establishment selling alcohol than those of the local liquor control requirements set forth in Chapter 11 of the Village Code, this Ordinance shall control.

9. Wine Alcoholic Beverage Tasting. In the event that the tasting of ~~wine or beer~~ **alcoholic beverages** is authorized on the Premises by the Local Liquor License, the following additional regulations shall apply:

- a. Each tasting must be attended by and supervised by a person 21 years old or older, who must be a full time or part time employee of the store or a ~~wine or beer~~ **alcoholic beverage** distributor representative.
- b. A tasting may occur only in the same area of the Sales Floor as the display of the ~~wines or beers~~ **alcoholic beverages** being tasted.

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

c. The amount being tasted by one customer may not exceed the following:

i. Wine: one ounce per serving, total 8 ounces; ~~and~~

ii. Beer: three ounces per serving, total 12 ounces; and

iii. Spirits: one half-ounce per serving, total 3 ounces.

d. ~~No charge, cost, fee, or other consideration may be levied for any tasting~~ A charge, cost, fee or other consideration may be levied at not more than 12 tasting events per calendar year, but only upon the provision of a written notice to the Village Clark, not less than two days prior to each tasting event, of the date and time of the tasting.

e. On a specific date in September or October 2012 to be mutually determined by the Village and the Applicant, the Applicant shall appear at a meeting of the Committee of the Whole of the Village Board of Trustees to deliver a status report concerning alcoholic beverage tastings conducted on the Premises pursuant to this Section 5.C.9.

10. Recycling of Cardboard Boxes. The Applicant shall implement a recycling program for cardboard used for the storage and transportation of cans and bottles. Compaction of any cardboard for recycling shall occur only within the Premises, and may only be stored outdoors in an approved recycling dumpster that is located within an enclosed area."

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 Two of this Ordinance shall be, and are hereby, expressly subject to, and contingent upon, the development, use, and maintenance of the Property and the Liquor Store in compliance with each and all of the following conditions:

A. Compliance with Laws. Except to the extent specifically provided otherwise in this Ordinance or the Original Special Use Permit, the development, use, operation, and maintenance of the Property and the Liquor Store shall comply at all times with all applicable Village codes

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

and ordinances, as the same have been or may be amended from time to time.

- B. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant shall 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 shall be made by a certified or cashier's check. Further, the Applicant shall be liable for, and shall pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4. CONFLICTING PROVISIONS. Except as provided otherwise in this Ordinance, all terms, provisions, and requirements of the Original Special Use Permit shall remain unchanged and in full force and effect. In the event of a conflict between this Ordinance and the Original Special Use Permit, this Ordinance shall control.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon, the Owner, the Applicant, and each of their heirs, representatives, successors, and assigns.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance or of the Original Special Use Permit, as applicable, the approvals granted in Section Two of this Ordinance and in the Original Special Use Permit shall, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section Two of this Ordinance or in the Original Special Use Permit unless they shall first provide the Owner and the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the B-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 Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 7. AMENDMENTS. Any amendments to the approval granted in Section Two of this Ordinance or to the Original Special Use Permit that may be requested by the Owner or the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

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

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

SECTION 9. EFFECTIVE DATE.

- A. This Ordinance shall be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit B** 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 that the Owner and the Applicant do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 9.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURES ON FOLLOWING PAGE]

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

PASSED this 4th day of November, 2010.

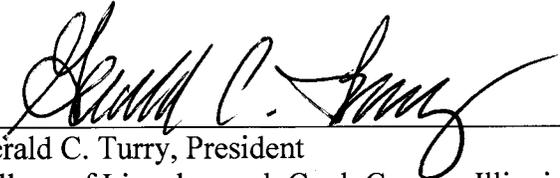
AYES: Trustees Heidtke, Leftakes, Elster, Sprogis-Marohn, Patel

NAYS: None

ABSENT: Trustee Froman

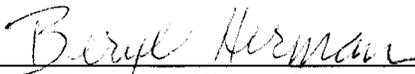
ABSTENTION: None

APPROVED by me this 4th day of November, 2010.



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

ATTESTED and FILED in my office this
4th day of November, 2010



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

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17, AND LOT 18 (EXCEPT THE NORTH 50 FEET THEREOF) IN BLOCK 4 IN LINCOLN CRAWFORD MANOR, BEING A SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH THE SOUTHWESTERLY ½ OF THE 16 FT. VACATED ALLEY AS PER DOC. NO. 17828492 AND LYING NORTHEASTERLY OF AFORESAID LOTS, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6921-6933 Lincoln Avenue, Lincolnwood, Illinois.

P.I.N.: 10-34-216-007-0000, 10-34-216-008-0000, 10-34-216-009-0000,
10-34-216-010-0000, 10-34-216-011-0000, 10-34-216-012-0000,
10-34-216-013-0000, 10-34-216-014-0000, 10-34-216-015-0000,
10-34-216-031-0000

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Lincolnwood Commons, LLC ("*Owner*") is the record title owner of that certain property located in the B-1 Restricted Business District ("*B-1 District*"), commonly known as 6921-6933 Lincoln Avenue, in the Village ("*Property*"); and

WHEREAS, TPDS, Inc. d/b/a Lincolnwood Wines & Spirits ("*Applicant*") filed an application to amend its existing special use permit for the operation of a package goods liquor store on the Property (the "*Requested Relief*");

WHEREAS, Ordinance No. Z2010-2914, adopted by the Village President and Board of Trustees on November 4, 2010 ("*Ordinance*"), grants the Requested Relief to the Applicant; and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant shall have filed, within 30 days following the passage of the Ordinance, their 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 and the Applicant do 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 that are applicable only to the Owner or only to the Property (as opposed to those that are applicable only to the Applicant or only to the Premises).
2. The Applicant 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.
3. The Owner and the Applicant acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
4. The Owner and the Applicant acknowledge and agree that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of the Requested Relief for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and shall not, in any way, be deemed to insure the Owner or the Applicant against damage or injury of any kind and at any time.
5. The Owner and the Applicant shall, and do hereby agree 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 Requested Relief for the Property.

Dated: _____, 2010

ATTEST:

LINCOLNWOOD COMMONS, LLC

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

TPDS, INC. d/b/a LINCOLNWOOD WINE & SPIRITS

By: _____
Its: _____

By: _____
Its: _____

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may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the Requested Relief for the Property.

Dated: _____, 2010

ATTEST:

By: *Juahan Suragaa*
Its: *President*

[Signature]
LINCOLNWOOD COMMONS, LLC

By: _____
Its: *MANAGER & OWNER*

ATTEST:

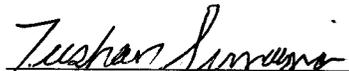
By: *Darajit Sonani*
Its: *Secretary*

TPDS, INC. d/b/a LINCOLNWOOD WINE & SPIRITS

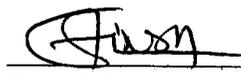
By: *[Signature]*
Its: _____

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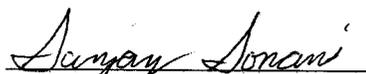
Lessee hereby covenant and agree to indemnify, defend, protect and hold harmless, Lessor, and Lessor's managers, members, officers, directors, employees, agents (including but not limited to NTP Property Management, LLC), successors and assignees (collectively "Lessor's Affiliates"), from and against any and all loss, liability, lawsuits and administrative proceedings (including informal proceedings), investigations, claims, damages (including direct, indirect, incidental, consequential, punitive, and/or special damages), penalties, fines, interest, and costs and expenses (including reasonable attorneys fees and disbursements of any kind), suffered, sustained, incurred or paid by Lessor or Lessor's Affiliates, resulting from or caused by, directly or indirectly, in whole or in part, the selling, dispensing or giving away of any tobacco product or any alcoholic beverage or product, in or upon or about the demised premises, by Lessee, or any other person, firm or entity whatsoever, including, but not limited to, the violation of any federal, state or local statute, ordinance, regulation or law (collectively "Law"), or the duty imposed by any Law.


Tushar Suvagia, President

Date: 6-21-11


Dinseh Patel, Vice President

Date: 6-22-11


Sanjay Sonani, Secretary

Date: 6/21/11


Pravin Parmar, Treasurer

Date: 6/21/11

VILLAGE OF LINCOLNWOOD

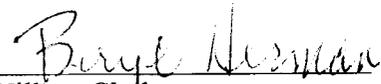
ORDINANCE NO. Z2010-2914

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT
FOR THE OPERATION OF A PACKAGE GOODS LIQUOR STORE**

(6921-6933 North Lincoln Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 5TH DAY OF NOVEMBER, 2010.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
4th day of November, 2010


Village Clerk

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT
FOR THE OPERATION OF A PACKAGE GOODS LIQUOR STORE**

(6921-6933 North Lincoln Avenue)

WHEREAS, Lincolnwood Commons, LLC ("**Owner**") is the record title owner of that certain property located in the B-1 Restricted Business District ("**B-1 District**"), commonly known as 6921-6933 Lincoln 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 building commonly known as the Lincolnwood Commons Shopping Center ("**Building**"); and

WHEREAS, on January 8, 2009, the Village President and Board of Trustees adopted Ordinance No. 2009-2831, granting a special use permit to TPDS, Inc. d/b/a Lincolnwood Wines & Spirits ("**Applicant**") for the operation of a package goods liquor store ("**Liquor Store**") within the approximately 4,550 square foot retail space in that portion of the Building on the Property commonly known as 6933 Lincoln Avenue ("**Original Special Use Permit**"); and

WHEREAS, pursuant to Section 5.C of the Original Special Use Permit, the Village imposed specific restrictions on the operation of the Liquor Store by the Applicant (collectively, the "**Liquor Store Operational Restrictions**"); and

WHEREAS, in accordance with Article V of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the Applicant, with the consent of the Owner, has filed an application to amend certain Liquor Store Operational Restrictions governing the use of the sales floor area of the Liquor Store, the prohibition of the sale of certain alcoholic beverages and tobacco products, and the hosting of alcoholic beverage tasting events in the Liquor Store (collectively, the "**Requested Amendments**"); and

WHEREAS, a public hearing of the Plan Commission of the Village of Lincolnwood to consider approval of the Requested Amendments was duly advertised in the *Lincolnwood Review* on September 16, 2010, and held on October 6, 2010; and

WHEREAS, on October 6, 2010, the Plan Commission made findings and recommendations in support of the Requested Amendments, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Amendments meet the required standards for special use permits 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 amend the Original Special Use Permit pursuant to the Requested Amendments, subject to the conditions, restrictions, and provisions of this Ordinance;

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

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 AMENDMENTS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, and in accordance with, and pursuant to, Article V of the Zoning Ordinance and the home rule powers of the Village, the Village President and Board of Trustees shall, and do hereby: (i) approve the Requested Amendments; and (ii) amend Section 5.C of the Original Special Use Permit to read as follows:

"SECTION 5. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Sections Two, Three, and Four of this Ordinance shall be, and are hereby, expressly subject to, and contingent upon, the development, use, and maintenance of the Property and the Premises in compliance with each and all of the following conditions:

* * *

C. Conditions Applicable to the Operation of the Liquor Store on the Premises

1. Upscale Liquor Store. The Applicant shall take all steps necessary to ensure that the use and operation of the Liquor Store on the Premises is, at all times, consistent with that of an upscale and high-end retail store, in conformance with the representations made by the Applicant to the Village's PC/ZBA and Board of Trustees. Accordingly, the standards that shall be maintained at all times on the Premises shall include, without limitation, the following:

a. Interior Build-Out. The interior build-out and furnishings of the Premises shall consist of high-end and upgraded materials as specifically depicted on the plans and renderings that are part of the Interior Build-Out Plan. The Premises shall at all times comply with the Interior Build-out Plan, except for minor changes and site work approved by the Village Community Development Director and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards.

b. Restricted Use of Sales Floor. The sales floor area

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



Doc#: 1217931097 Fee: \$58.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 06/27/2012 03:41 PM Pg: 1 of 11

VILLAGE OF LINCOLNWOOD

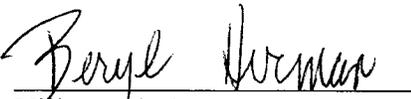
ORDINANCE NO. 2012-3005

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT
FOR THE OPERATION OF A PACKAGE GOODS LIQUOR STORE**

(6921-6933 North Lincoln Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 5th DAY OF JUNE, 2012.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
5th day of June, 2012


Village Clerk

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT
FOR THE OPERATION OF A PACKAGE GOODS LIQUOR STORE**

(6921-6933 North Lincoln Avenue)

WHEREAS, Lincolnwood Commons, LLC ("**Owner**") is the record title owner of that certain property located in the B-1 Restricted Business District ("**B-1 District**"), commonly known as 6921-6933 Lincoln 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 building commonly known as the Lincolnwood Commons Shopping Center ("**Building**"); and

WHEREAS, on January 8, 2009, the Village President and Board of Trustees adopted Ordinance No. 2009-2831, granting a special use permit to TPDS, Inc. d/b/a Lincolnwood Wines & Spirits ("**Applicant**") for the operation of a package goods liquor store ("**Liquor Store**") within the approximately 4,550 square foot retail space in that portion of the Building on the Property commonly known as 6929 Lincoln Avenue ("**Original Permit**"), which Original Permit was amended by the Village President and Board of Trustees on November 5, 2010, pursuant to Ordinance No. Z2010-2914 ("**Amended Permit**") (collectively, the Original Permit and the Amended Permit are the "**Special Use Permit**"); and

WHEREAS, pursuant to Section 5.C of the Special Use Permit, the Village imposed specific restrictions on the operation of the Liquor Store by the Applicant (collectively, the "**Liquor Store Operational Restrictions**"); and

WHEREAS, in accordance with Article V of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the Applicant, with the consent of the Owner, has filed an application to further amend the following Liquor Store Operational Restrictions: (i) Section 5.C.1.b.ii of the Special Use Permit, governing the sale of cheese, specialty foods, and wine accessories ("**Requested Cheese and Food Sales Amendment**"); (ii) Section 5.C.1.b.iii of the Special Use Permit, governing the sale of spirits ("**Requested Spirits Sales Amendment**"); (iii) Section 5.C.1.b.v, governing the use of the cold storage and display cooler ("**Requested Cooler Amendment**"); (iv) Section 5.C.1.g, prohibiting window signage ("**Requested Window Signage Amendment**"); and (v) Section 5.C.2, governing the hours of operation of the Liquor Store ("**Requested Hours of Operation Amendment**") (collectively, the "**Requested Amendments**"); and

WHEREAS, a public hearing of the Plan Commission of the Village of Lincolnwood to consider approval of the Requested Amendments was duly advertised in the *Lincolnwood Review* on February 23, 2012, and conducted on March 14, 2012 and April 4, 2012; and

WHEREAS, at the public hearing on March 14, 2012, the Applicant withdrew the Requested Cheese and Food Sales Amendment, the Requested Cooler Amendment, and the Requested Hours of Operation Amendment; and

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

WHEREAS, on April 4, 2012, the Plan Commission made findings and recommendations in support of the Requested Spirits Sales Amendment and the Requested Window Signage Amendment, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Spirits Sales Amendment and the Requested Window Signage Amendment meet the required standards for special use permits 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 further amend the Special Use Permit pursuant to the Requested Spirits Sales Amendment and the Requested Window Signage Amendment, subject to the conditions, restrictions, and provisions of this Ordinance;

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

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

SECTION 2. APPROVAL OF AMENDMENTS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, and in accordance with, and pursuant to, Article V of the Zoning Ordinance and the home rule powers of the Village, the Village President and Board of Trustees shall, and do hereby: (i) approve the Requested Spirits Sales Amendment and the Requested Window Signage Amendment; and (ii) amend Section 5.C of the Special Use Permit to read as follows:

"SECTION 5. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Sections Two, Three, and Four of this Ordinance shall be, and are hereby, expressly subject to, and contingent upon, the development, use, and maintenance of the Property and the Premises in compliance with each and all of the following conditions:

* * *

C. Conditions Applicable to the Operation of the Liquor Store on the Premises

1. Upscale Liquor Store. The Applicant shall take all steps necessary to ensure that the use and operation of the Liquor Store on the Premises is, at all times, consistent with that of an upscale and high-end retail store, in conformance with the representations made by the Applicant to the Village's PC/ZBA and Board of Trustees. Accordingly, the standards that shall be maintained at all times on the Premises shall include, without limitation, the following:

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

- a. Interior Build-Out. The interior build-out and furnishings of the Premises shall consist of high-end and upgraded materials as specifically depicted on the plans and renderings that are part of the Interior Build-Out Plan. The Premises shall at all times comply with the Interior Build-out Plan, except for minor changes and site work approved by the Village Community Development Director and the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards.

- b. Restricted Use of Sales Floor. The sales floor area shall be of the size, and shall be substantially in conformance with the layout, as depicted on the Store Floor Plan ("**Sales Floor**"). The amount of space for which the Sales Floor used for the storage, display, and sale of product type shall be restricted as follows:
 - i. Not less than 1,288 linear feet of shelf space on the Sales Floor shall be used exclusively for the display and sale of bottled wine.
 - ii. Not less than 12 linear feet of shelf space on the Sales Floor shall be used exclusively for the display and sale of cheese, specialty foods, and wine accessories.
 - iii. Not more than ~~240~~ 360 linear feet of shelf space on the Sales Floor shall be used for the storage, display or sale of spirits.
 - iv. Not more than 112 linear feet of shelf space on the Sales Floor shall be used for the storage, display or sale of beer.
 - v. Not more than 15 sections, as measured by door openings, of the cold storage and display cooler shall be used for the storage, display or sale of beer.
 - vi. No cases of beer shall be stored or displayed at any location on the Sales Floor, except that not more than six cases of beer may be vertically stored or displayed at the end of each aisle on the Sales Floor.

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

- vii. Not more than 96 linear feet of shelf space on the Sales Floor shall be used for the storage, display, or sale of soda and soft drinks.
- c. No Public Access to Cooler. The walk-in portion of the cold storage and display cooler shall be restricted to store employees only.
- d. Wine Expert. Not later than the date that is 60 days after the issuance of a certificate of occupancy for the Premises, the Applicant shall hire one or more individuals who are knowledgeable about, and have been trained in, the sale and purchase of wine, which individuals shall maintain regular hours of employment on the Sales Floor in the Liquor Store.
- e. Prohibited Sales. At no time shall any of the following goods or items be displayed or sold on the Premises:
 - i. Single cans of beer
 - ii. Bottles of spirits containing less than three ounces
 - iii. Lottery tickets of any kind
- f. Restricted Sales and Displays.
 - i. Beer kegs may be sold from the Premises, but at no time shall any beer keg be displayed on the Premises.
 - ii. Cigarettes may be sold from the Premises, but at no time shall any cigarettes be displayed in any portion of the Premises other than the humidor located within the Premises.
- g. Window Signage and Displays Prohibited. **Window signs are permitted only in the transom areas of the storefront above the door. All such signs may contain only general text identifying the types of alcoholic liquor sold from the Premises, and shall not advertise or identify: (i) specific brands of alcoholic liquor sold; (ii)**

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

specific prices for the alcoholic liquor; (iii) any discounted or promotional prices for the sale of alcoholic liquor; or (iv) the sale of cigarettes or tobacco products. No signage of any kind that is visible from any location outside of the Premises shall be allowed in the Premises or on or affixed to any exterior door or window of the Premises. No cans or bottles shall be stored or displayed within three feet of any exterior door or window.”

* * *

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 Two of this Ordinance shall be, and are hereby, expressly subject to, and contingent upon, the development, use, and maintenance of the Property and the Liquor Store in compliance with each and all of the following conditions:

- A. Compliance with Laws. Except to the extent specifically provided otherwise in this Ordinance or in the Special Use Permit, the development, use, operation, and maintenance of the Property and the Liquor Store shall 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. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant shall 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 shall be made by a certified or cashier's check. Further, the Applicant shall be liable for, and shall pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4. CONFLICTING PROVISIONS. Except as provided otherwise in this Ordinance, all terms, provisions, and requirements of the Special Use Permit shall remain unchanged and in full force and effect. In the event of a conflict between this Ordinance and the Special Use Permit, this Ordinance shall control.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon, the Owner, the Applicant, and each of their heirs, representatives, successors, and assigns.

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

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance or of the Special Use Permit, as applicable, the approvals granted in Section Two of this Ordinance and in the Special Use Permit shall, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section Two of this Ordinance or in the Special Use Permit unless they shall first provide the Owner and the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the B-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 Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 7. AMENDMENTS. Any amendments to the approval granted in Section Two of this Ordinance or to the Special Use Permit that may be requested by the Owner or the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

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

SECTION 9. EFFECTIVE DATE.

- A. This Ordinance shall be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit B** 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 that the Applicant does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 9.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the

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

Village President and Board of Trustees shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this 5th day of June, 2012.

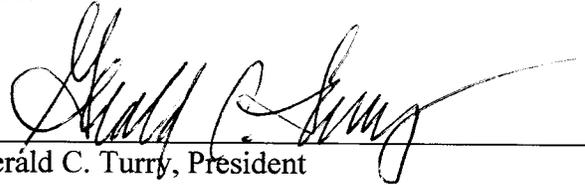
AYES: Trustees Patel, Heidtke, Leftakes, Elster, Sprogis-Marohn, Swanson

NAYS: None

ABSENT: None

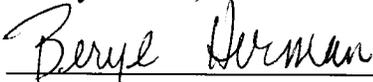
ABSTENTION: None

APPROVED by me this 5th day of June, 2012.



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

ATTESTED and FILED in my office this
5th day of June, 2012



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

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17, AND LOT 18 (EXCEPT THE NORTH 50 FEET THEREOF) IN BLOCK 4 IN LINCOLN CRAWFORD MANOR, BEING A SUBDIVISION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH THE SOUTHWESTERLY ½ OF THE 16 FT. VACATED ALLEY AS PER DOC. NO. 17828492 AND LYING NORTHEASTERLY OF AFORESAID LOTS, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6921-6933 Lincoln Avenue, Lincolnwood, Illinois.

P.I.N.: 10-34-216-007-0000, 10-34-216-008-0000, 10-34-216-009-0000,
10-34-216-010-0000, 10-34-216-011-0000, 10-34-216-012-0000,
10-34-216-013-0000, 10-34-216-014-0000, 10-34-216-015-0000,
10-34-216-031-0000

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Lincolnwood Commons, LLC is the record title owner of that certain property located in the B-1 Restricted Business District ("*B-1 District*"), commonly known as 6921-6933 Lincoln Avenue, in the Village ("*Property*"); and

WHEREAS, TPDS, Inc. d/b/a Lincolnwood Wines & Spirits ("*Applicant*") filed an application to amend its existing special use permit for the operation of a package goods liquor store on the Property (the "*Requested Relief*");

WHEREAS, Ordinance No. 2012-3005, adopted by the Village President and Board of Trustees on June 5, 2012 ("*Ordinance*"), grants the Requested Relief to the Applicant; and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant shall have 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 Applicant do hereby agree and covenant as follows:

1. The Applicant 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 Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of the Requested Relief for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and shall not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant shall, and does hereby agree 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 Requested Relief for the Property.

Dated: June 5, 2012

ATTEST:

LINCOLNWOOD COMMONS, LLC

By: _____
Its: _____

By: [Signature] as manager
Its: MANAGER

ATTEST:

TPDS, INC. d/b/a LINCOLNWOOD WINE &
SPIRITS

By: _____
Its: _____

By: [Signature]
Its: [Signature]

Request For Board Action

REFERRED TO BOARD: February 16, 2016

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Referral to the Plan Commission to Convene a Public Hearing for a Proposed Zoning Code Text Amendment Concerning Off-Premises Signs

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Malnati's Organization appeared before the Plan Commission at its October 22, 2014 meeting for a workshop discussion and concept plan review. At this meeting, the Plan Commission discussed options to increase off-street parking. Malnati's indicated that there is a parking agreement in place with the office building across East Prairie Road for Lou Malnati's customers to park during the evening hours. Commissioner Fishman stated that Malnati's should erect a sign on the office property to identify additional parking for Lou Malnati's. Staff indicated that the Zoning Code does not permit off-premises signs and, therefore, the sign could not be erected without formal approval from the Village.

At the December 2, 2015 meeting of the Plan Commission, Commissioner Fishman requested that the current prohibition of off-premises signs be reviewed. Commissioner Fishman indicated the purpose of the review is to allow for signage directing customers to off-site parking areas similar to the Lou Malnati's example. Staff indicated that a Text Amendment to the Zoning Code would be necessary in order to permit any off-premises sign.

Procedurally, the Village Board refers proposed Text Amendments to the Plan Commission to conduct the requisite Public Hearing and for the Plan Commission to provide its recommendation to the Village Board on the matter.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Plan Commission Minutes Dated October 22, 2014
2. Plan Commission Minutes Dated December 2, 2015 (Excerpt)

RECOMMENDED MOTION:

Move to refer to the Plan Commission to convene a Public Hearing to consider a Zoning Code Text Amendment concerning off-premises signs.



**MEETING MINUTES
OF THE
PLAN COMMISSION
OCTOBER 22, 2014 – 7:00 P.M.**

**LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN AVENUE
LINCOLNWOOD, ILLINOIS 60712**

MEMBERS PRESENT:

Chairman Paul Eisterhold
Irving Fishman
Patricia Goldfein
Steven Jakubowski
Anthony Pauletto
Mark Yohanna

MEMBERS ABSENT:

Don Sampen

STAFF PRESENT:

Aaron N. Cook, AICP, Community Development Manager

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Chairman Eisterhold noted a quorum of six members and called the meeting to order at 7:00 p.m.

Motion to approve the September 3, 2014 Meeting Minutes was made by Commissioner Yohanna, and seconded by Commissioner Fishman.

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

Nay: None

Motion Approved: 6-0

Chairman Eisterhold announced that the Conceptual Plan Review for 6653 East Prairie Road will be heard first. Chairman Eisterhold stated that the review will be a public meeting for the purposes of a workshop review of a concept plan. Chairman Eisterhold indicated that no action will be taken on the matter.

III. Workshop: Conceptual Plan Review: 6653 East Prairie Road

Commissioner Eisterhold summarized that the Petitioner, Lou Malnati's, appeared before the Zoning Board of Appeals on October 15, 2014 relative to their requested Variations. After that ZBA meeting, it was evident that there were some requests that could be considered by the Plan Commission and not the ZBA relative to solutions to the problems they are trying address. After talking with the Petitioner, they asked if they could appear at this Workshop to present their concepts and get the Plan Commission's feedback on the concept.

Mr. Cook briefly provided background on the specific reasons as to why this concept plan is before the Plan Commission as these requests would involve a Map Amendment to rezone the residential property into the Business District for the use of the property as off-street parking. The Plan Commission cannot take any action as no application has been filed. The existing property includes a residential lot north of the restaurant. The concept plan involves the demolition of the single-family home for the purposes of installing off-street parking. Mr. Cook presented the concept plan for the Plan Commission member's review.

The representative speaking for Lou Malnati's was Mr. Sasha Milosavljevich. Chairman Eisterhold cautioned the members of the audience wishing to speak at tonight's Workshop that any comments provided are not part of a Public Hearing. If this action goes further, any Village resident would then be able to make their comments official at a Public Hearing. In the event a Public Hearing is scheduled, the Village will send notices in the mail to the surrounding neighbors advising them of this meeting.

Chairman Eisterhold briefly outlined the history of this property. To the north of the restaurant is a single-family home and freestanding garage. It was originally a home for a Malnati family member, but then was converted into some office space which was not allowed as it is located in a residentially-zoned district. The Malnati organization was not considering utilizing this piece of property in their expansion plans, but would possibly consider including this lot to the north for parking to help alleviate concerns.

Lou Malnati's has entered into an agreement to lease parking in the lot across the street in the evenings and on weekends. However, the Zoning Code does not allow Lou Malnati's to post a sign in this lot advertising that parking is available for their customers. (Additional comment on page 3)

Mr. Milosavljevich presented the concept plan to add approximately 1,400-square feet to the restaurant for carryout expansion. Based on responses received from the neighbors and from the ZBA regarding the parking that was being eliminated with this addition, subsequently the property to the north would involve a total demolition of the single-family home and garage to add asphalt parking for twelve parking spots which would alleviate some of the parking congestion that the neighborhood is feeling.

Commissioner Fishman asked Mr. Milosavljevich what was the net gain in parking spots. He replied that with the loss of the employee parking, the net gain in parking is four spots. He further explained that there are some other things they could do such as designating the first four spots for carryout only and could double park the employee cars to add additional parking. They feel the net gain is more than four spots. The US Bank parking lot can accommodate 90 parking spots and they

have 39 parking spots in front of their building. Additionally, they were asked why all the employees don't park across the street to free up spaces for customer parking. Mr. Cook replied that the parking agreement is for parking after 5:00 p.m. on weekdays. The restaurant's general manager, Mr. Hugo Ramos, answered that 60 percent of their employees do use public transportation.

Commissioner Yohanna asked Mr. Milosavljevich if they could enter into another parking agreement with the triangular property to the south and if this could be striped to add more parking spaces. He stated that this is something that could be considered.

Chairman Eisterhold reiterated that this addition is to separate the carryout and the dine-in space. Lou Malnati's also requires additional storage and to increase their efficiency in the kitchen area with cooler space and a better refuse area. This addition will also alleviate their foundation seepage and HVAC issues.

There was a discussion as to what uses this new parking area would encompass with regards to deliveries and trash pickup.

Commissioner Jakubowski asked for a projection of how many customers use the carryout. They estimate that there are 50 to 75 carryout orders per hour during their rush which is between 5:30 p.m. to 7:30 p.m.

Commissioner Goldfein asked if they would be willing to put up a masonry fence or wall between their business and the residents which could alleviate some of the restaurant and traffic noise. Commissioner Goldfein mentioned some examples, such as Walgreens, where this concept has worked out well for the residents bordering commercial uses.

With regards to alley congestion, Chairman Eisterhold touched on the subject of not allowing delivery drivers or non-delivery drivers to use the alley which would go a long way to helping the neighbors or even entertain the idea of one-way traffic.

Lou Malnati's would like to improve the signage to show the additional parking across the street, but their request was denied. Mr. Cook replied that the sign code would not allow a banner or a lighted sign be installed. The Commissioners discussed whether the sign code should be revised.

Chairman Eisterhold asked if any of the audience members had comments or questions.

Mrs. Dolly Stamer of 6648 North Avers Avenue said that she thought this plan is actually worse than the first plan. She does not want to live next to a parking lot. Commissioner Jakubowski asked Mrs. Stamer how she would feel about a solid masonry wall to block the traffic from the restaurant. The Commissioners asked Mrs. Stamer to listen to the ideas that have been brought forth which might actually be an enhancement instead of a detriment.

Ms. Pam Lefkowitz of 6725 North East Prairie Road spoke of the parking and traffic control problems on her street. She would hope that the new parking lot would help with people parking in front of her house. She would like to see a meeting happen between Lou Malnati's and the

residents to collectively find a solution. The parking situation the last few years have been really bad.

Mr. Mike Stamer of 6648 North Avers Avenue said that with the restaurant being busier than ever, he believes the restaurant is too big already and the potential is there for even more traffic. The restaurant needs more parking, even without the addition. He would like to see the signage on the bank parking lot. Mr. Stamer spoke about people loitering in the alley. The bank should be utilized for restaurant parking instead of demolishing the home and making it a parking lot. The pictures that Mr. Stamer presented to the ZBA were discussed. Commissioner Goldfein asked Mr. Stamer what he thinks would work. He believes the bank parking lot sign is a crucial component to alleviate the parking situation and would be open to the solid eight-foot masonry wall to restrict alley access.

Ms. Damira Jakupovic of 3851 West North Shore Avenue said the front and back sides of her house are impacted by the restaurant. She does have residents-only parking in front of her house, but people ignore the signs and park there anyway. Ms. Jakupovic did admit that she has not called the police to complain about the parking violators. Chairman Eisterhold suggested that the village relook at the neighborhood parking signs to be more in line with the City of Chicago's resident parking requirements. Commissioner Yohanna suggested no stopping/no standing parking signs in the alley.

Mr. Emil Neliente of 6659 North East Prairie Road doesn't believe demolishing the house will solve the parking situation. His property is less than three feet from the proposed parking lot. The noise is bad now, especially in the summer months, and having this right next to his property will be worse and repeatedly speaking to management has not done any good. Mr. Neliente also stated that the garbage is being picked up earlier than 7:00 a.m., which is prohibited.

When asked if Lou Malnati's would be interested in moving to the old Purple Hotel site, Mr. Milosavljevich replied that idea is highly unlikely and is not under consideration.

Staff restated the findings of the ZBA and their denial of the six Variations that Lou Malnati's sought. This Workshop was to help alleviate the neighbor's concerns. The loss of the employee parking was the reason for denying these Variations. All six Variations were voted on and denied unanimously by the ZBA. Lou Malnati's thought was that by demolishing the house, it would at least alleviate some of the problems. It doesn't change the "big picture" of what needs to be done. A Map Amendment and Consolidation would have to occur for Lou Malnati's to use the property to the north.

There was a lengthy discussion as to what the purview of the ZBA and the Plan Commission can do to satisfy the concerns of the neighbors. The purpose of this meeting is for the concept of converting the residential use for off-street parking. This meeting was for Lou Malnati's benefit for them to hear the concerns of the neighbors and for the neighbors to hear what plan Lou Malnati's came up with since the Zoning Board meeting last week. It is up to them to take the next step to ask for a Public Hearing to go forward with their plans.

Motion to close the Workshop was made by Chairman Eisterhold and he thanked the audience for their participation.

Chairman Eisterhold called the public hearing to order at the conclusion of the workshop discussion.

IV. Approval of 2015 Plan Commission Schedule

Motion to approve the 2015 Plan Commission Schedule was made by Commissioner Fishman, and seconded by Commissioner Jakubowski.

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

Nay: None

Motion Approved: 6-0

V. Public Hearing: Lincoln Avenue Plan – Amendment to Comprehensive Plan

Chairman Eisterhold asked if anyone in the audience would like to address the Plan Commission regarding this Public Hearing. Let the record state that no one came forward.

Motion to continue the Lincoln Avenue Plan Public Hearing to the December 3, 2014 Plan Commission meeting was made by Commissioner Yohanna, and seconded by Commissioner Pauletto.

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

Nay: None

Motion Approved: 6-0

VI. NEXT MEETING

Chairman Eisterhold announced that the next Plan Commission meeting will be held on Wednesday, November 5, 2014.

VII. ADJOURNMENT

Hearing no further business, **motion to adjourn** was made by Commissioner Pauletto, and seconded by Commissioner Yohanna. Meeting adjourned at 9:35 p.m.

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

Nay: None

Motion Approved: 6-0

Respectfully Submitted,



Kathryn M. Kasprzyk
Community Development Coordinator

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.

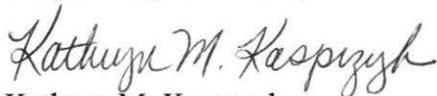
Motion to adjourn was made by Commissioner Pauletto and seconded by Commissioner Sampen. Meeting adjourned at 9:15 p.m.

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

Nay: None

Motion Approved: 5-0

Respectfully submitted,



Kathryn M. Kasprzyk

Community Development Coordinator

Request For Board Action

REFERRED TO BOARD: February 16, 2016

AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Consideration of a Recommendation by the Parks and Recreation Board to Adopt an Ordinance, Waiving Section 6-3-2(B) Governing Park Hours, Section 9-1-3 Requiring the Issuance of Business Licenses and 6-3-9(I) Prohibiting Gambling, allowing the Friends of the Community Center to Hold Lincolnwood Fest 2016 on July 21-24

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Friends of the Community Center Committee will once again plan and implement Lincolnwood Fest, a four day festival in Proesel Park. The event will be held July 21-24, 2016. Music, food, a beer/wine tent, a car show, business exposition and a carnival will be featured as part of the weekend's activities. There will not be a pancake breakfast this year.

Hours for the event are as follows:

Thursday	5:00-10:00 pm
Friday	5:00-11:00 pm
Saturday	Noon-11:00 pm
Sunday	10:00 am - 9:00 pm

This year the Friends of the Community Center have requested to extend the hours on Sunday until 11pm. The request is being made to accommodate the large number of festival attendees still at the festival at 9pm on Sunday evenings when looking back at previous years. At the February 9, 2016 meeting, the Parks and Recreation Board expressed concern that 11:00 pm is too late for the surrounding neighbors due to the noise created from the carnival and entertainment and unanimously agreed that 10:00 pm would be a more appropriate end time.

Per Section 6-3-2(B) of the Village Code: No person shall be in or remain in Henry A. Proesel Park between the hours of 11:00 pm and 6:00 am on the following day, each and every day of the year. Fest activities will cease at regular closing time. The extension of park hours on Friday and Saturday until 11:30 pm, will keep the park illuminated allowing for safe passage out of the park for visitors at the end of the night.

Per Section 9-1-3 of the Village Code: It is unlawful for any individual, firm or corporation to operate or conduct a business based within the Village without first having obtained a business license. Approval of this Ordinance will waive the business license fees for food and product vendors for the four-day festival.

Per Section 6-3-9(I) of the Village Code: Gambling is prohibited in the Park. Approval of this Ordinance will waive the enforcement of this section of the Code and will allow Bingo to be held during the festival.

FINANCIAL IMPACT:

The revenue produced by the sale of business licenses for Lincolnwood Fest is approximately \$250.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Draft Minutes of the February 9, 2016 Park and Recreation Board Meeting
3. Letter from Damien Kardaras

RECOMMENDED MOTION:

Move to approve an Ordinance, waiving the enforcement of Section 6-3-2(B), Section 9-1-3 and Section 6-3-9(I) of the Village Code for the 2016 Lincolnwood Fest.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016-____

**AN ORDINANCE WAIVING BUSINESS LICENSE FEE REQUIREMENTS
AND THE ENFORCEMENT OF SECTIONS 6-3-2(B) AND 6-3-9(I)
OF THE MUNICIPAL CODE OF LINCOLNWOOD
FOR LINCOLNWOOD FEST 2016**

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

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

ORDINANCE NO. 2016-____

**AN ORDINANCE WAIVING BUSINESS LICENSE FEE REQUIREMENTS
AND THE ENFORCEMENT OF SECTIONS 6-3-2(B) AND 6-3-9(I)
OF THE MUNICIPAL CODE OF LINCOLNWOOD
FOR LINCOLNWOOD FEST 2016**

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

WHEREAS, the Friends of the Lincolnwood Community Center ("**FLCC**") is a not-for-profit organization organized to raise funds for the Lincolnwood Community Center; and

WHEREAS, the FLCC desires to host a carnival, festival and fair in Proesel Park ("**Park**") in the Village from July 21 through July 24, 2016, to be known as "**Lincolnwood Fest 2016**"; and

WHEREAS, Lincolnwood Fest 2016 will include, without limitation, the sale of food, wares, and merchandise by various merchants; and

WHEREAS, pursuant to Article 1 of Chapter 9 of the Village Code, any entity that conducts a business, occupation, activity or establishment within the Village must obtain a business license from the Village and pay the required fee therefor; and

WHEREAS, Lincolnwood Fest 2016 is scheduled to end on Friday, July 22, and Saturday, July 23, at 11:00 p.m.; and

WHEREAS, pursuant to Section 6-3-2(B) of the Municipal Code of Lincolnwood, as amended ("**Village Code**"), no person may be or remain in the Park between the hours of 11:00 p.m. and 6:00 a.m. on the following day, each and every day of the year; and

WHEREAS, the Lincolnwood American Legion Post #1226 desires to conduct bingo games in the Park from 5:00 p.m. until 10:00 p.m. on July 22, and 23, and 24, 2016 as part of Lincolnwood Fest 2016 ("**Proposed Bingo Games**"); and

WHEREAS, pursuant to Section 6-3-9(I) of the Village Code, gambling is prohibited in the Park; and

WHEREAS, the Village desires to: (i) extend the closing of the Park until 11:30 p.m. on July 22 and July 23, 2016, to afford visitors to Lincolnwood Fest 2016 an additional half-hour to exit the Park; and (ii) permit the operation of the Proposed Bingo Games during Lincolnwood Fest 2016; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to waive the enforcement of: (i) the business license fee requirements set forth in Article 1 of Chapter 9 of the Village Code with respect to the merchants that will sell food, wares, or merchandise at Lincolnwood Fest 2016; (ii) Section 6-3-2(B) of the Village Code to allow visitors to Lincolnwood Fest 2016 to remain in the Park until 11:30 p.m.

on July 22 and July 23, 2016; and (iii) Section 6-3-9(I) of the Village Code for the Proposed Bingo Games;

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

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

SECTION 2. WAIVER. The President and Board of Trustees hereby waive the enforcement of: (A) the business license fee requirements set forth in Article 1 of Chapter 9 of the Village Code with respect to the merchants that will sell food, wares, or merchandise at Lincolnwood Fest 2016; (B) Section 6-3-2(B) of the Village Code to allow visitors to the Fest to remain in the Park until 11:30 p.m. on July 22 and July 23, 2016; and (C) Section 6-3-9(I) of the Village Code to allow the Proposed Bingo Games during Lincolnwood Fest 2016.

SECTION 3. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and 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 4. 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.

Lawrence Elster, President Pro Tem
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office the
____ day of _____, 2016.

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



Lincolnwood Park and Recreation Board Meeting
Lincolnwood Village Hall – Council Chambers
February 9, 2016
DRAFT MINUTES

CALL TO ORDER

The meeting was called to order at 7:01 P.M.

PRESENT AT MEETING

Park Board Members: Laura Tomacic, Art Lovering, Grace Diaz Herrera, Amy Kaniff, Reese Gratch, Sarah Hardin, Victor Shaw,

Parks and Recreation Department Staff: Laura McCarty, Katie Gamroth, Melissa Rimdzius

Audience:

APPROVAL OF MINUTES

On motion Tomacic/Kaniff to approve the meeting minutes of the November 10, 2015. 7-0, motion passed.

AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

OLD BUSINESS

A. Presentation of the 2015 Annual Proesel Park Family Aquatic Center Report

Gamroth- As noted in presentation

Board Discussion- Decrease in overall membership sales and reasoning's for the decrease

Gamroth – Attribute much of the decrease to cooler weather and fees

Board Discussion – Other possible reasons for decrease in sales.

B. Consideration of an Ordinance approving Lincolnwood Fest on July 21 – July 24, 2016

McCarty- Changes presented this year for Lincolnwood Fest are the extension of Sunday hours until 11:00pm, instead of 9:00pm

Board Discussion- Extension of two hours on Sunday for the 2016 Lincolnwood Fest, until 11:00pm. 11:00pm being too late for the surrounding neighbors, 10:00pm would be more appropriate

On motion Lovering/Hardin to approve an amended Ordinance, showing Sunday hours until 10:00pm, waiving the business license fee requirement and the enforcement of section 6-3-1(B) and 6-3-9(I) of the municipal code for Lincolnwood Fest 2016 on July 21-24

NEW BUSINESS

A. Aquatic Center Master Plan Update

McCarty- Met with FGM to catch up with where FGM is in the master plan process

McCarty- Goal is to increase bather load by 200-400 people, add family changing areas and overall attractiveness of the facility

McCarty- Looking at a new wading pool, active teen area and adult therapy pool

Board Discussion – On timeline of implementation and location of new amenities

Gamroth- FGM is utilizing the current footprint of the facility, no additional park space will be needed

CHAIRPERSON'S REPORT –

COMMISSIONERS' REPORTS –

DIRECTOR'S REPORT –

McCarty- Thanks the board for the opportunity to serve the Lincolnwood Community. The Field Naming Policy needs additional revisions, and will be scheduling a subcommittee meeting for better language of extraordinary events. The budget projects have been provided and have already been through the budget team. Additional expenses for the 40th anniversary of the Lincolnwood Turkey Trot have been included in this budget. Fitness programming will be an area of focus, understanding what trends are out and what we can bring into the Community Center to grow that budget. The replacement of G.G. Rowell is also in the

budget, with Proesel being moved to next year. The ComEd construction bids came in higher than expected; we are going back to CMAQ for additional funding to cover the costs. Once that is secured construction can begin on the path.

Lovering: Nice to see it cleared out, starting to look like a trail, have concerns about squatters that might have encroached on the trail. When we get to construction phase it would be great to address access points from the parks and streets so you do not have to get on or off at the start or finish of the trail.

Gratch: The master plan may have made mention to access points, it should be reviewed

STAFF REPORTS

- A. **SUPERINTENDENT OF RECREATION – GAMROTH**
As noted in report
- B. **COMMUNITY CENTER PROGRAM SUPERVISOR - RIMDZIUS**
As noted in report
- C. **COMMUNITY OUTREACH AND MARKETING COORDINATOR – VERING**
As noted in report
- D. **YOUTH PROGRAMS COORDINATOR - FLETCHER**
As noted in report

ADJOURNMENT

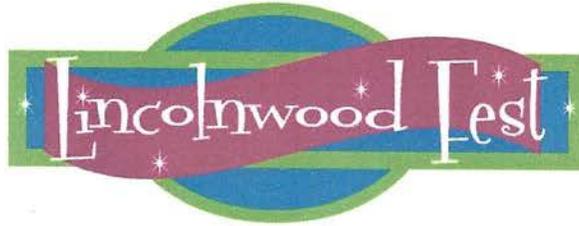
Meeting adjourned at 7:48 P.M.

Park Board Minutes prepared by: Katie Gamroth, Superintendent of Recreation

Park and Recreation Board President:

Signature

Date



January 27th, 2016

Lincolnwood Park & Recreation Department
Attn: Laura McCarty, Director
6900 N. Lincoln Avenue
Lincolnwood, Illinois 60712

Dear Laura,

Please let this letter serve as our official request for the consent of the Village to hold Lincolnwood Fest 2016 from July 21st through July 24th, 2016.

As always, the Lincolnwood Fest will include four days and three nights of carnival entertainment with a focus on rides and attractions that are suitable for all ages, musical entertainment, food vendors, Bingo events (Friday and Saturday), a car show, and a business expo to be provided by the Chamber of Commerce.

The typical hours of operation have been:

Thursday 5-10pm

Friday 5-11pm

Saturday 12pm-11pm

Sunday 10am-9pm

This year we would like to request the option to keep the carnival rides and attractions open until 11PM on Sunday only if the attendance is high. The last band would still stop between 9:00PM and 10:00PM.

If you have any questions or concerns, please do not hesitate to contact any of us. Our contact information is listed below.

On behalf of the Fest committee, we thank you for your consideration.

Thank you in advance for your consideration and assistance.

Sincerely,



Damien Kardaras, President
Friends of Lincolnwood 2015, Inc.

Damien Kardaras, damien@alphamerictax.com, 847-722-6351

Jacqueline Boland, info@lincolnwoodchamber.org, 312-961-6591

Keri Roberts, kiwi81079@aol.com, 773-972-3779

Donald Gelfund, don@gelfund.com

Randy Miles, rb4yp00p@gmail.com, 847-477-7876

Request For Board Action

REFERRED TO BOARD: February 16, 2016

AGENDA ITEM NO: 8

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Consideration of a Resolution Approving a Request by North Capital Group to Extend the Second Amendment of the Pre-Development Agreement Regarding Property Located at 4500 Touhy Avenue and Adjacent Properties at 4560 Touhy and 7350 Lincoln Avenue, Commonly Referred to as the Purple Hotel Site

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In August, 2013, the Village entered into a Pre-Development Agreement with North Capital Group (NCG), owners of the Purple Hotel property. This agreement was amended and extended in July 2014 and a Second Amendment to the Pre-Development Agreement was approved and executed in February, 2015. This second amendment is set to expire on February 20, 2016.

NCG is now requesting an extension of the Second Amendment to the Pre-Development Agreement. Specifically, NCG requests that the termination date of the agreement be extended to March 4, 2017, and the deadline for approval of the final development plan and plat of subdivision also be extended to March 4, 2017.

The two substantive items addressed in the Second Amendment are: 1) the extension of time for compliance with Village property restoration requirements after building demolition, which requires by Code the removal of all concrete and foundations and the planting of grass within 30 days after demolition completion, (absent proceeding with construction of a new building); and 2) the extension of time for resolving all remaining issues relating to land use relief and the development of the property. The Second Amendment also contains a provision requiring NCG to pay Village costs connected with their project.

Under the existing Second Amendment to the Pre-Development Agreement, NCG must restore the property no later than 30 days after February 20, 2016 or the date that a formal development agreement is entered into, whichever occurs first. Also under the agreement, NCG has until February 20, 2016 to resolve all remaining issues relating to land use relief.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. North Capital Group Request Letter
2. Proposed Resolution Granting Approval of the Third Amendment to the Pre-Development Agreement
3. Second Amendment to the Pre-Development Agreement
4. Third Amendment to the Pre-Development Agreement

RECOMMENDED MOTION:

None

**NORTH CAPITAL GROUP, LLC
8170 MCCORMICK BOULEVARD
SKOKIE, ILLINOIS 60076**

January 25, 2016

Timothy Wiberg
Village Manager
Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, IL 60712
twiberg@lwd.org

Re: The Shoppes at Lincoln Pointe

Dear Tim:

As you and I discussed, North Capital Group, LLC (NCG) hereby asks that you place on the Agenda for the upcoming February 2nd meeting of the Village Board, the following two requests:

- (i) The Village extend the current February 20, 2016 Termination Date under the existing Pre-Development Agreement among the Village and NCG to March 4, 2017; and
- (ii) The Village extend the current March 4, 2016 deadline for approval of a final development plan and final plat of subdivision to March 4, 2017.

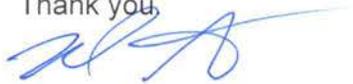
While NCG had hoped that its Option Agreement with Stark Development Corp (Stark) would have resulted in Stark heretofore submitting a revised development plan for the project, the operation period expired without Stark exercising its option to purchase the property. While NCG continues its discussions and negotiations with Stark, who remains a viable option, Stark and NCG have yet to finalize any new arrangement. As you are aware, NCG was not involved in any discussions among Stark and the Village and, as such, cannot comment upon any development plan discussed between Stark and the Village.

NCG, however and at considerable expense, continues to pursue development of the project with or without Stark. Concurrent with Stark not yet proceeding to commit to pursue the project, various revised preliminary mixed use development plans incorporating retail, residential, office, and/hotel have been circulated by our leasing team and we have received positive feedback from numerous national tenants. Additionally, NCG has reached out to other high-caliber national and local residential developers to partner with and discussions are ensuing regarding the optimal size and mix of any proposed residential component of the project. Additionally, we have submitted all applicable diligence and paid all fees for a new land/construction loan (\$100 million(+)), and we expect to fund same within the next 30-45 days (the construction component of such loan will not fund unless all entitlements are in place and we have secured tenant commitments and finalized a joint venture with a residential developer).

Of course, NCG recognizes that any revised development plan, to the extent substantially deviating from that which has been preliminarily approved, requires Village approval, but

granting the above requests will allow NCG to continue down the path of successfully bringing a project to fruition.

Thank you,



Neal Stein

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-_____

**A RESOLUTION APPROVING A THIRD AMENDMENT TO THE
RESTATED PRE-DEVELOPMENT AGREEMENT
WITH NORTH CAPITAL GROUP, LLC**

(4500-4560 West Touhy Avenue and 7350 North Lincoln Avenue)

WHEREAS, the property located at 4500 West Touhy Avenue in the Village ("**Hotel Property**") was formerly improved with, and used as, a hotel, restaurant and ancillary facilities, and was commonly known as the Purple Hotel (collectively, the "**Hotel Building**"); and

WHEREAS, North Capital Group, LLC ("**NCG**") is the record title owner of the Hotel Property and of those certain two properties that are adjacent to the Hotel Property and are located at 7350 North Lincoln Avenue and at 4560 West Touhy Avenue, respectively, both in the Village (collectively, the "**Adjacent Properties**"); and

WHEREAS, the Village and NCG have entered into that certain Restated Pre-Development Agreement, dated August 20, 2013, as amended by that certain First Amendment to Pre-Development Agreement, dated July __, 2014, and by that certain Second Amendment to Pre-Development Agreement, dated February 3, 2015, governing the parties' rights and responsibilities regarding: (i) the performance of certain services by NCG in preparation for, and furtherance of, the demolition of the Hotel Building; and (ii) the future redevelopment of the Hotel Property and the Adjacent Properties ("**Pre-Development Agreement**"); and

WHEREAS, NCG has completed the demolition of the Hotel Building, in accordance with, and as required by, the Pre-Development Agreement; and

WHEREAS, pursuant to Sections 4.B and 4.C of the Pre-Development Agreement, the Village has agreed to extend the time for NCG to comply with certain requirements set forth in the Municipal Code of Lincolnwood related to the demolition on the Hotel Property and the Adjacent Properties (collectively, the "**Combined Property**"), until 30 days after the earlier to occur of either: (i) February 20, 2016; or (ii) the date that NCG and the Village enter into a formal development agreement relating to the redevelopment of the Combined Property; and

WHEREAS, since the effective date of the Pre-Development Agreement, NCG has worked diligently to secure the necessary land use relief for the Combined Property; and

WHEREAS, NCG and the Village continue to work cooperatively concerning the proposed land use relief and the redevelopment of the Combined Property; and

WHEREAS, in order to provide sufficient time for NCG and the Village to resolve all remaining issues relating to the land use relief and the redevelopment of the Combined Property, the Village and NCG now desire to amend the Pre-Development Agreement to extend the termination date of the Pre-Development Agreement to March 4, 2017 ("**Third Amendment to Pre-Development Agreement**"); 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 Third Amendment to Pre-Development Agreement with NCG;

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 THIRD AMENDMENT TO PRE-DEVELOPMENT AGREEMENT. The Third Amendment to Pre-Development Agreement by and between the Village and NCG is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of February, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of February, 2016.

Lawrence Elster, President Pro-Tem
Village of Lincolnwood, Cook County, Illinois

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

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

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EXHIBIT A

Third Amendment to Pre-Development Agreement

THIRD AMENDMENT TO PRE-DEVELOPMENT AGREEMENT

THIS IS A THIRD AMENDMENT (“*Third Amendment*”), dated as of February 3, 2015, to a Restated Pre-Development Agreement, dated as of August 20, 2013 (“*Original Agreement*”), between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (“*Village*”), and **NORTH CAPITAL GROUP, LLC**, an Illinois limited liability company (“*NCG*”) (collectively, the Village and NCG are the “*Parties*”), as amended by that certain First Amendment to Pre-Development Agreement dated July __, 2014 (“*First Amendment*”), and by that Second Amendment to Pre-Development Agreement dated February 3, 2015 (“*Second Amendment*”) (collectively, the Original Agreement, the First Amendment, and the Second Amendment are the “*Pre-Development Agreement*”).

IN CONSIDERATION OF the mutual covenants set forth in this Third Amendment, the receipt and sufficiency of which are hereby acknowledged, the Village and NCG agree as follows:

SECTION ONE. RECITALS.

A. On August 20, 2013, the Village and NCG entered into the Pre-Development Agreement to memorialize their rights and responsibilities regarding: (i) the performance of certain services by NCG in preparation for, and furtherance of, the demolition of the Hotel Building; and (ii) the future redevelopment of the Hotel Property and the Adjacent Properties.

B. NCG has completed the demolition of the Hotel Building, in accordance with, and as required by, the Pre-Development Agreement.

C. Pursuant to Sections 4.B and 4.C of the Pre-Development Agreement, the Village has agreed to extend the time for NCG to comply with certain Village Code requirements related to the demolition on the Combined Property, until 30 days after the earlier to occur of either: (i) the Termination Date; or (ii) the date that NCG and the Village enter into a formal development agreement relating to the redevelopment of the Combined Property.

D. Pursuant to Section 2 of the Pre-Development Agreement, the Termination Date is February 20, 2016.

E. Since the Effective Date of the Pre-Development Agreement, NCG has worked diligently to secure the necessary Land Use Relief for the Combined Property.

F. As of the date of this Third Amendment, NCG and the Village continue to work cooperatively concerning the proposed Land Use Relief and the redevelopment of the Combined Property.

G. In order to provide sufficient time for NCG and the Village to resolve all remaining issues relating to the Land Use Relief and the redevelopment of the Combined Property, the Parties mutually desire to amend the Pre-Development Agreement, pursuant to Section 11.I of the Pre-Development Agreement, to extend the Termination Date of the Pre-Development Agreement to March 4, 2017.

SECTION TWO. DEFINITIONS; RULES OF CONSTRUCTION.

A. **Definitions.** All capitalized words and phrases used throughout this Third Amendment shall have the meanings set forth in the various provisions of this Third Amendment. If a word or phrase is not specifically defined in this Third Amendment, it shall have the same meaning as in the Pre-Development Agreement.

B. **Rules of Construction.** Except as specifically provided and amended in this Third Amendment, all terms, provisions and requirements contained in the Pre-Development Agreement shall remain unchanged and in full force and effect.

SECTION THREE. AMENDMENT OF PRE-DEVELOPMENT AGREEMENT.

Section 2.A of the Pre-Development Agreement is hereby amended further to read as follows:

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

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

* * *

"Termination Date": February 20, 2016 ~~March 4, 2017.~~

SECTION FOUR. REPRESENTATIONS.

A. **By the Village.** The Village hereby represents and warrants that: (1) the persons executing this Third Amendment on its behalf have been properly authorized to do so by the Village President and Board of Trustees; (2) it has full power and authority to execute and deliver this Third Amendment and to perform all of its obligations imposed pursuant to this Third Amendment; and (3) this Third Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. **By NCG.** NCG hereby represents and warrants that: (1) the persons executing this Third Amendment on its behalf have full authority to bind NCG to the obligations set forth in this Third Amendment and to so act on behalf of NCG; (2) it has full power and authority to execute and deliver this Third Amendment and to perform all of its obligations imposed pursuant to this Third Amendment; and (3) this Third Amendment constitutes a legal, valid and binding obligation of NCG enforceable in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

Beryl Herman, Village Clerk

By: _____
Timothy Wiberg
Its: Village Manager

ATTEST:

NORTH CAPITAL GROUP, LLC
an Illinois limited liability company

By: _____

By: _____

Its: _____

Its: _____

SECOND AMENDMENT TO PRE-DEVELOPMENT AGREEMENT

THIS IS A SECOND AMENDMENT ("*Second Amendment*"), dated as of February 3, 2015, to a Restated Pre-Development Agreement, dated as of August 20, 2013 ("*Original Agreement*"), between the VILLAGE OF LINCOLNWOOD, an Illinois home rule municipal corporation ("*Village*"), and NORTH CAPITAL GROUP, LLC, an Illinois limited liability company ("*NCG*") (collectively, the Village and NCG are the "*Parties*"), as amended by that certain First Amendment to Pre-Development Agreement dated July __, 2014 ("*First Amendment*") (collectively, the Original Agreement and the First Amendment are the "*Pre-Development Agreement*").

IN CONSIDERATION OF the mutual covenants set forth in this Second Amendment, the receipt and sufficiency of which are hereby acknowledged, the Village and NCG agree as follows:

SECTION ONE. RECITALS.

A. On August 20, 2013, the Village and NCG entered into the Pre-Development Agreement to memorialize their rights and responsibilities regarding: (i) the performance of certain services by NCG in preparation for, and furtherance of, the demolition of the Hotel Building; and (ii) the future redevelopment of the Hotel Property and the Adjacent Properties.

B. NCG has completed the demolition of the Hotel Building, in accordance with, and as required by, the Pre-Development Agreement.

C. Pursuant to Sections 4.B and 4.C of the Pre-Development Agreement, the Village has agreed to extend the time for NCG to comply with certain Village Code requirements related to the demolition on the Combined Property, until 30 days after the earlier to occur of either: (i) the Termination Date; or (ii) the date that NCG and the Village enter into a formal development agreement relating to the redevelopment of the Combined Property.

D. Pursuant to Section 2 of the Pre-Development Agreement, the Termination Date is February 20, 2015.

E. Since the Effective Date of the Pre-Development Agreement, NCG has worked diligently to secure the necessary Land Use Relief for the Combined Property.

F. As of the date of this Second Amendment, NCG and the Village continue to work cooperatively concerning the proposed Land Use Relief and the redevelopment of the Combined Property.

G. In order to provide sufficient time for NCG and the Village to resolve all remaining issues relating to the Land Use Relief and the redevelopment of the Combined Property, the Parties mutually desire to amend the Pre-Development Agreement, pursuant to Section 11.I of the Pre-Development Agreement, to extend the Termination Date of the Pre-Development Agreement to February 20, 2016.

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SECTION TWO. DEFINITIONS; RULES OF CONSTRUCTION.

A. **Definitions.** All capitalized words and phrases used throughout this Second Amendment shall have the meanings set forth in the various provisions of this Second Amendment. If a word or phrase is not specifically defined in this Second Amendment, it shall have the same meaning as in the Pre-Development Agreement.

B. **Rules of Construction.** Except as specifically provided and amended in this Second Amendment, all terms, provisions and requirements contained in the Pre-Development Agreement shall remain unchanged and in full force and effect.

SECTION THREE. AMENDMENT OF PRE-DEVELOPMENT AGREEMENT.

A. Section 2.A of the Pre-Development Agreement is hereby amended further to read as follows:

"SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

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

* * *

"Termination Date": ~~The date that is 18 months after the Effective Date of this Agreement~~ **February 20, 2016.**

B. Section 10 of the Pre-Development Agreement is hereby amended further to read as follows:

"SECTION 10. PAYMENT 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, NCG shall be liable for the payment to the Village, promptly upon presentation of a written demand or demands therefor, of all legal and administrative fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, and consideration of: (a) this Agreement, the First Amendment to this Agreement, **the Second Amendment to this Agreement, all subsequently-executed amendments to this Agreement,** and associated documents; (b) the Land Use Relief, and all final approval documents necessary in connection therewith; (c) the expansion of the Village's Lincoln-Touhy Tax Increment Financing District and Redevelopment Project Area to include the entirety of the Combined Property; and (d) requests by NCG for tax increment financing and other economic incentives to be used in support of, or in connection with, the redevelopment of the Combined Property (collectively, the "*Reimbursable Costs*"). The Parties acknowledge and agree that, prior to the Effective Date of this Agreement, NCG has submitted to the Village a deposit in the amount of \$10,000, for the purpose of satisfying NCG's obligations under this

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

Section 10. The Village agrees to promptly deliver to NCG statements that identify and summarize disbursements of such deposit, and to promptly return to NCG any sums on deposit which are not needed to satisfy NCG's obligations under this Section 10. Payment of all fees, costs, and expenses required pursuant to this Section 10 shall be made by a certified or cashier's check, or wire transfer of funds. The Parties acknowledge and agree that the Village will periodically, but not more often than once every 30 days, send to NCG a combined invoice for all incurred Reimbursable Costs that have not yet been paid to the Village, which Reimbursable Costs must be paid to the Village pursuant to this Section 10."

SECTION FOUR. REPRESENTATIONS.

A. By the Village. The Village hereby represents and warrants that: (1) the persons executing this Second Amendment on its behalf have been properly authorized to do so by the Village President and Board of Trustees; (2) it has full power and authority to execute and deliver this Second Amendment and to perform all of its obligations imposed pursuant to this Second Amendment; and (3) this Second Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. By NCG. NCG hereby represents and warrants that: (1) the persons executing this Second Amendment on its behalf have full authority to bind NCG to the obligations set forth in this Second Amendment and to so act on behalf of NCG; (2) it has full power and authority to execute and deliver this Second Amendment and to perform all of its obligations imposed pursuant to this Second Amendment; and (3) this Second Amendment constitutes a legal, valid and binding obligation of NCG enforceable in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

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

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

ATTEST:

Beryl Herman
Beryl Herman, Village Clerk

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

By: T. Wiberg
Timothy Wiberg
Its: Village Manager

ATTEST:

By: _____
Its: _____

NORTH CAPITAL GROUP, LLC
an Illinois limited liability company

By: Paul Steiner
Its: Principal

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