



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:00 P.M., APRIL 19, 2016**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes** – Committee of the Whole Meeting – April 5, 2016
- IV) Regular Business**
 - 1) Discussion Concerning Video Gaming (6:00 – 6:30 p.m.)
 - 2) Discussion Concerning a Potential Hotel Development at 7250 Cicero Ave. (6:30 – 7:00 p.m.)
 - 3) Status Report from the Human Relations Commission (7:00 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: April 15, 2016

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
APRIL 5, 2016**

DRAFT

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:30 PM, Tuesday, April 5, 2016 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

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

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

ABSENT: None

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

Approval of Minutes

Minutes of the March 15, 2016 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Cope moved to approve the minutes. Trustee Patel seconded the motion. The motion was approved by Voice Vote.

Regular Business

1. Discussion Concerning the Proposed Fiscal Year 2016/17 Budget

This item was presented by Finance Director Merkel with use of Power Point.

Budget Preparation Process

*Budget team (Mr. Wiberg, Mr. Merkel and Mr. Petroschius). Finance Committee (Trustees Klatzco, Cope and Elster).

*Budget team met with each Department Head to approve budget submissions and propose department goals.

*Budget Workshop held on February 18

*Village Finance Committee met on March 2 to discuss the budget in detail

*Public Meeting held on April 5

*Formal Village Board consideration on April 19

*Financial Policies adhered to

*Village Board's Updated Vision 2015 Plan formed the foundation for the entire process

The Following items were presented:

*Total Budgeted Revenue – All Funds \$34,492,503

*Total Sales Tax Revenue at \$7,665,163 – This figure has remained level in recent years

*Total Budgeted Expenditures – All Funds \$34,459,588

General Fund Budget Highlights and Issues

*Property tax increase limited to less than 1% (property taxes include TIF surplus distribution)

*20% reduction in Village's share of State income tax revenue due to budget stalemate in Springfield (\$260,000)

*Budget includes capital expenditure for final payment on fire truck purchase

*Budget includes normal capital expenditures for vehicle replacements

*Budget is balanced with utilization of excess fund balance reserves

	<u>General Fund Budget</u>		
	Adopted Budget FY2016	Projected Actual FY2016	Proposed Budget FY2017
Revenues	\$20,703,735	\$20,198,906	\$20,442,803
Expenditures	20,404,689	19,681,720	20,035,310
Surplus (Deficit)	389,046	517,186	407,493
Transfers – Net	(662,255)	(303,905)	(927,500)
Net Change to Fund Balance	(273,179)	213,281	(520,007)

Personnel – Budget Related Issues

*Cost of living adjustment for non-union positions – 2%

*Merit for non-union positions will remain capped at 2%

*Union contract adjustments:

- Police – 2.5%
- Public Works – 2%
- Communications Operators – in negotiation

Proposed FY2017 G.F. Transfer Activity

<u>*Transfers into General Fund:</u>	<u>Amount</u>
• Water Fund	\$200,000
• NEID TIF	<u>\$130,000</u>
	\$320,000
 <u>*Transfers Out of General Fund:</u>	 <u>Amount</u>
• PEP Fund	\$ 50,000
• Debt Service (fire truck loan payment)	\$ 12,500
• Lincoln Avenue Median	\$ 550,000
• Com Ed Bike Path	\$ 300,000
• E-911 Fund	\$ 320,000
• Private Sewer Line Assistance Fund	<u>\$ 25,000</u>
	\$1,257,500
 *Net Transfers	 \$(927,500)

Other Funds – Significant Expenditure Issues

<u>*Transportation Improvement Fund</u>	
• Street light replacement – Touhy Avenue,(Cicero to Karlov)	\$785,000
• Third payment to Cook County for Crawford Ave Street lights	\$202,403
<u>*NEID TIF Fund</u>	
• Parking Lot Construction	\$ 850,000
• Construction of bike path (Village portion of grant)	\$ 240,000
• Transfer to Devon/Lincoln TIF	\$1,100,000
• Debt payments on GO bonds	\$ 312,150
<u>*Lincoln/Touhy TIF Fund</u>	\$ 175,775
<u>*Devon/Lincoln TIF Fund</u>	
• Streetscape Devon Avenue	\$ 325,000
• Lincoln Avenue Medians	\$ 194,225
<u>*Lincoln Avenue Median Fund</u>	\$ 550,000
<u>*Motor Fuel Tax Fund</u>	
• Street light Replacement	\$ 500,000
• Pratt Avenue Resurfacing (Village’s 30% local grant match)	\$ 251,500
<u>*Com Ed Bike Path</u>	
• Construction of bike path (Village portion only)	\$ 302,000
• Engineering – Bike path and overpass	\$ 289,000
<u>*PEP Fund</u>	
• Village economic assistance to businesses to improve their property facades Budgeted two matching grants at	\$ 25,000
<u>*Private Sewer Line Assistance Fund</u>	
• Assistance to residents to replace sewer lines damaged by tree roots on Village parkway Budgeted \$25,000 - \$2,000 maximum per household – assistance to residents to install overhead Sewers would also apply - \$2,000 per household	

Water and Sewer Fund Expenditure Overview

*Debt Service Payments	\$682,273
*Stormwater Management Pilot Program	\$654,700
Engineering for Alternate Water Supplier	\$125,000

Project	<u>FY2017 Capital Improvements – Significant Programs</u>			
	Total Cost	Grant	General Fund Cost	Other Fund Cost
Streetscape Devon Ave	\$325,000	\$0	\$0	\$325,000
Bike Path Construction	\$1,200,000	\$960,000	\$0	\$240,000
Com ED Row Bike Path Construction	\$1,000,000	\$800,000	\$200,000	\$0
Streetlight Replacement Touhy Ave	\$1,200,000	\$0	\$0	\$1,200,000
Parking Lot Construction	\$850,000	\$0	\$0	\$850,000
Pratt Avenue Resurfacing	\$ 838,000	\$586,000	\$0	\$251,500
Lincoln Ave Medians	\$920,000	\$0	\$550,000	\$370,000
Water Fund Pilot Area Storm Water Project	\$654,700	\$0	\$0	\$ 654,700
Totals	\$6,987,7000	\$2,346,500	\$ 750,000	\$3,891,200

The Budget, beginning May 1, 2016 will be brought to the April 19, 2016 Village Board Meeting for approval

2. Discussion Concerning a Proposed Tax on Public Storage Facilities

This item was presented by Mr. Petroschius using PowerPoint.

Potential New Revenue: Self-Storage Tax

*Previously discussed at 2016 Budget Workshop and Finance Committee

Three facilities in the Village, all on retail corridors

- Do not generate sales tax

*Tax would be paid by renter/lessee

*An average of 28 police calls per year has been generated over the past eight years

Other Communities

<u>Municipality</u>	<u>Storage Tax Structure</u>	<u>Number of Facilities</u>
Morton Grove	Tax of 5% on Gross Rental or Lease	3
North Chicago	Tax of 5% on Gross Rental or Lease	2
River Grove	License Fee of \$0.01 for each square foot Of rental space in the facility	3

Possible Storage Tax Structures

*Village Attorney – Cannot base tax on amount charged (i.e. Gros Rental or Lease)

- State Law

*Alternatives

A flat tax based on the number of storage units

- Example: Flat Tax of \$5.00 per month regardless of size of storage unit
- Staff estimates there are 2,000 storage units of varying sizes within three self-storage Locations

If a \$5.00 monthly tax was imposed, the Village could expect to receive \$120,000 annually

*A progressive tax based on a square foot basis

- Example: \$1.00 per square foot per year (\$0.83/month)
- Renter/lessee of a 10x10 unit (100 square feet) would pay an additional \$100.00 per year
 - Staff estimates 235,147 square feet of potential storage space
 - Includes walkways, offices, bathrooms
 - Actual square footage of storage space difficult to estimate
 - \$235,147 annually (assumes 100% occupancy)

Discussion and questions ensued with clarification by Mr. Petroschius and Mr. Wiberg.

Some items discussed included the need for a moratorium on storage units (3 is enough in the community), the possible dependence of our budget on this tax (not in any way), should we defer this for six months (possible). It was suggested that this item be brought to a future Committee of the Whole for further discussion.

Adjournment

At 7:30 PM Trustee Patel moved to adjourn Committee of the Whole, seconded by Trustee Cope.

The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman
Village Clerk

MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: April 15, 2016

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

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **6:00 p.m.** on Tuesday evening. Dinner will be available in the Village Hall Board Conference Room beginning at 5:15 p.m. Please find below a summary of the items for discussion:

1) Discussion Concerning Video Gaming (6:00 – 6:30 p.m.)

At its March 1 COTW meeting, the Board discussed the possibility of allowing video gaming facilities in the Village. Following discussion, the Board requested additional information regarding this use and requested that staff visit facilities operated by Laredo Hospitality to determine the operating history of the facilities and whether communities that host these uses have experienced problems associated with them. [Attached](#) is a memorandum from the Assistant to the Village Manager summarizing the site visits staff conducted and also [attached](#) is a memorandum from the Village Attorney concerning potential regulations the Board can consider.

2) Discussion Concerning a Potential Hotel Development at 7250 Cicero Ave. (6:30 – 7:00 p.m.)

Zio Pekovic, of The Bricton Group, will be present to discuss a potential hotel development at 7250 Cicero Avenue. This property is currently an office building, and the property is zoned “Office” which currently does not allow hotels. [Attached](#) is a short description of the project along with some renderings. The Board will be asked to provide input on the proposed development plan.

3) Status Report from the Human Relations Commission (7:00 – 7:30 p.m.)

Rebecca Kohn, HRC Chair, will be present to discuss the [attached](#) report with the Board.

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



MEMORANDUM

TO: Timothy C. Wiberg, Village Manager

FROM: Charles Meyer, Assistant to the Village Manager

DATE: April 15, 2016

SUBJECT: Video Gaming Data

In response to a request from Laredo Hospitality (“Laredo”) to operate a video gaming establishment in Lincolnwood, staff researched establishments operated by Laredo in the Chicagoland area. Members of the Village Manager’s Office and Police Department visited Stella’s Place and Shelby’s, the two brands operated by Laredo, in Franklin Park, Prospect Heights, Waukegan, and Wheeling. Staff reported that the establishments were:

- Almost always located in strip malls
- Were clean establishments with friendly staff
- Had a steady flow of patrons into the establishments

The Police Department provided a more in depth report of research conducted on Laredo’s video gaming establishments which is attached to this memorandum. Additionally, staff took a picture of the exterior of the Shelby’s location in Franklin Park to demonstrate the typical signage for a Laredo establishment. The picture of the Franklin Park Shelby’s is attached to this memorandum.

In addition to the Police Department’s report, staff researched the revenue generated for local municipalities through the Laredo brands in Illinois. According to the Illinois Gaming Board website, on average Laredo establishments generated approximately \$24,000 that was shared with local communities in 2015. Communities with multiple Laredo facilities, such as Hoffman Estates, received \$102,000 from Laredo in 2015 through the operation of three facilities. In total, over \$900,000 in revenue was shared with municipalities with Laredo establishments in 2015. The full report on Laredo establishments is attached to this memorandum.

Attachments - Police Department Report
Exterior of Franklin Park Shelby’s
Video Gaming Revenue Data



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager
From: Robert LaMantia, Chief of Police
Date: March 24, 2016
Subject: Video Gaming Inspection

At 7:15 p.m. on March 18, 2016, I inspected two Stella's Place video gaming establishments in Wheeling, IL. The first is located in Fresh Farms Plaza at the corner of Dundee and Milwaukee. The second is located in Market Square Plaza at the corner of Dundee and Route 83.

The first establishment is located in a relatively new higher-end strip mall. It is prominently located on the far west corner of the mall. It is easy to locate and parking is plentiful. The second establishment is located in the center of an older (over 35 years) strip mall. It is easy to locate and parking is plentiful. Both malls seem to be filled to capacity.

The establishments were very clean, and staff was polite, professional and helpful. By way of example, at the first location all five stations were filled, so the staff immediately offered to call one of two other nearby locations and reserve a station for me. In fact, the staff advised me that if I am ever in the area, I can call ahead and reserve a video game 15 minutes in advance of my arrival.

At the first location the clientele is described as follows: Female (F)/70 approximately years old, F/70, Male (M)/70, M/50, M/50 and me. At the second location, the clientele is described as follows: M/50, M/60, F/40, F/40, M/40, me. All of the patrons were quiet, calm, and I observed little or no conversation or socialization. Only one patron had a beer while he was gambling. None of the other patrons were eating or consuming beverages while gaming. No one was in the waiting area.

The games appeared to be very new, clean and easy to play. Patrons have the ability to wager between .40 cents and \$2.00. The games move very quickly. It is relatively easy to gamble \$2.00 every 30 seconds.

Each establishment was equipped with a more than adequate seating area near front of the business and across from the food service area. The food appears to be along the

lines of a coffee bar. I estimate that 65% of the establishment is dedicated to food and/or liquor seating and sales. At no time was anyone seated in the common area.

A check of both the Prospect Heights and Wheeling Police Departments revealed that there have not been any problems at the Stella's Place establishments in the respective communities. I was told that patrons generally do not congregate, socialize, eat or drink in the establishments. They arrive, gamble and leave without incident. The establishments do not generate any demand for law enforcement services. This is consistent with my brief observations.

Limited research suggests there are no obvious public safety concerns regarding this particular video gaming vendor.

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Shelby's

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Shelby's

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Video Gaming Revenue Data
January 2015 - December 2015

Establishment	Municipality	Amount Played	Amount Won	Net Wager	State Share	Municipality Share
Shelby's - Brewster Creek, LLC	Bartlett	\$4,060,522.33	\$3,775,272.66	\$285,249.67	\$71,312.73	\$14,262.53
Stella's - Stearns Crossing, LLC	Bartlett	\$8,555,022.41	\$7,833,097.55	\$721,924.86	\$180,481.73	\$36,096.32
Shelby's - Bradley 944 Kinzie, LLC	Bradley	\$2,541,915.01	\$2,328,680.88	\$213,234.13	\$53,312.76	\$10,662.54
Stella's - Commons of Chicago Ridge, LLC	Chicago Ridge	\$7,198,923.48	\$6,548,311.39	\$650,612.09	\$162,653.57	\$32,530.68
Stella's - Hillcrest Shopping Center, LLC	Crest Hill	\$4,484,552.81	\$4,114,112.81	\$370,440.00	\$92,610.39	\$18,522.05
Stella's - Marketplace at Darien, LLC	Darien	\$5,286,946.05	\$4,839,341.88	\$447,604.17	\$111,901.46	\$22,380.28
Shelby's - DeKalb, LLC	DeKalb	\$2,903,096.60	\$2,670,814.53	\$232,282.07	\$58,070.74	\$11,614.14
Shelby's - Presidential Plaza, LLC	Dixon	\$4,013,440.79	\$3,695,029.59	\$318,411.20	\$79,603.22	\$15,920.62
Stella's - Fox Lake Retail Center, LLC	Fox Lake	\$10,200,160.21	\$9,361,881.63	\$838,278.58	\$209,569.99	\$41,913.97
Stella's - Leyden Shopping Center, LLC	Franklin Park	\$1,915,163.49	\$1,744,409.88	\$170,753.61	\$42,688.70	\$8,537.75
Stella's - Plaza Westlake, LLC	Glendale Heights	\$3,762,802.99	\$3,478,797.64	\$284,005.35	\$71,001.70	\$14,200.34
Stella's - Hickory Palos Square, LLC	Hickory Hills	\$10,641,729.07	\$9,767,721.69	\$874,007.38	\$218,502.26	\$43,700.42
Stella's - Hoffman Village Shopping Center, LLC	Hoffman Estates	\$7,057,075.97	\$6,446,329.35	\$610,746.62	\$152,687.30	\$30,537.44
Shelby's - Roselle Road, LLC	Hoffman Estates	\$8,579,541.73	\$7,851,166.01	\$728,375.72	\$182,094.40	\$36,418.87
Stella's - Hoffman Plaza, LLC	Hoffman Estates	\$8,935,299.22	\$8,216,796.93	\$718,502.29	\$179,626.20	\$35,925.19
Shelby's - Kankakee Meadowview, LLC	Kankakee	\$7,586,057.46	\$6,977,495.42	\$608,562.04	\$152,141.12	\$30,428.23
Stella's - Lake in the Hills, LLC	Lake In the Hills	\$7,573,860.66	\$6,962,524.51	\$611,336.15	\$152,834.45	\$30,566.85
Shelby's - The Courtyard of Lake Zurich, LLC	Lake Zurich	\$2,744,648.60	\$2,535,228.87	\$209,419.73	\$52,355.11	\$10,471.02
STELLA'S ON STATE STREET, INC.	Lockport	\$3,268,956.85	\$3,006,466.99	\$262,489.86	\$65,622.88	\$13,124.57
Stella's Sports Complex, Inc.	Lyons	\$3,676,654.20	\$3,416,946.69	\$259,707.51	\$64,927.46	\$12,985.47
Stella's - McHenry Plaza, LLC	McHenry	\$14,575,936.77	\$13,361,080.36	\$1,214,856.41	\$303,717.10	\$60,743.41
Shelby's - Melrose Crossing, LLC	Melrose Park	\$5,251,902.85	\$4,827,717.16	\$424,185.69	\$106,046.93	\$21,209.37
Stella's - Melrose Crossing, LLC	Melrose Park	\$6,321,034.57	\$5,784,496.72	\$536,537.85	\$134,135.11	\$26,827.01
Stella's - Heartland Crossing, LLC	Minooka	\$2,706,368.81	\$2,477,599.43	\$228,769.38	\$57,192.94	\$11,438.55
Stella's - Oak Lawn State Road Plaza, LLC	Oak Lawn	\$10,601,951.05	\$9,718,908.80	\$883,042.25	\$220,760.51	\$44,152.08
Stella's - Oakbrook Terrace, LLC	Oakbrook Terrace	\$4,330,071.89	\$3,970,445.34	\$359,626.55	\$89,907.10	\$17,981.41
Stella's - Ottawa Centre, LLC	Ottawa	\$4,872,913.36	\$4,474,300.63	\$398,612.73	\$99,653.65	\$19,930.67
Stella's - Plano, LLC	Plano	\$5,507,232.10	\$4,990,029.70	\$517,202.40	\$129,301.07	\$25,860.19
Shelby's - Romeoville Creekside Plaza, LLC	Romeoville	\$4,137,928.59	\$3,798,377.62	\$339,550.97	\$84,888.23	\$16,977.61
Stella's - Randall Pointe, LLC	South Elgin	\$2,805,906.17	\$2,588,247.30	\$217,658.87	\$54,414.93	\$10,882.97
Stella's - Westview Plaza, LLC	Streamwood	\$1,848,484.22	\$1,698,231.33	\$150,252.89	\$37,563.42	\$7,512.68
Shelby's - Villa Center, LLC	Villa Park	\$7,925,471.72	\$7,246,291.68	\$679,180.04	\$169,795.43	\$33,959.07
Stella's - Villa Oaks, LLC	Villa Park	\$8,222,527.06	\$7,528,210.45	\$694,316.61	\$173,579.73	\$34,715.92
Shelby's - Waukegan Lewis Market, LLC	Waukegan	\$7,971,463.17	\$7,283,771.54	\$687,691.63	\$171,923.29	\$34,384.62
Stella's - Westchester, LLC	Westchester	\$2,593,680.92	\$2,386,353.10	\$207,327.82	\$51,832.26	\$10,366.45
Stella's - St. James Crossing, LLC	Westmont	\$754,770.22	\$695,341.43	\$59,428.79	\$14,857.39	\$2,971.50
Stella's - Lexington Commons, LLC	Wheeling	\$5,462,315.90	\$5,021,070.28	\$441,245.62	\$110,312.07	\$22,062.41
Stella's - Wheeling Lynn Plaza, LLC	Wheeling	\$8,640,969.99	\$7,930,692.96	\$710,277.03	\$177,569.79	\$35,513.94
Average		\$5,776,771.03	\$5,298,726.12	\$478,044.91	\$119,511.82	\$23,902.35
Range - Lowest Amount		\$754,770.22	\$695,341.43	\$59,428.79	\$14,857.39	\$2,971.50
Range - Highest Amount		\$14,575,936.77	\$13,361,080.36	\$1,214,856.41	\$303,717.10	\$60,743.41

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Memorandum

Date: April 14, 2016

To: Steven M. Elrod

From: Karl D. Camillucci

Re: Regulation of Establishments Offering Video Gaming

Video gaming is currently prohibited within the Village, but the Village Board is considering whether to permit it. This memorandum analyzes: (1) the Village's home rule authority to regulate establishments that are licensed to offer video gaming terminals for play ("**Video Gaming Establishments**") pursuant to the Video Gaming Act, 230 ILCS 30/1 *et seq.* ("**Act**"); and (2) regulatory options that the Village may desire to consider to limit the potential negative secondary effects on of Video Gaming Establishments.

I. Village Authority to Regulate

The Act authorizes the following types of establishments to obtain State licenses to offer video gaming terminals for play: (1) establishments licensed to sell liquor at retail; (2) fraternal establishments; (3) veterans establishments; and (4) truck stops. If video gaming is permitted in a municipality, any of these types of establishments may obtain a State license pursuant to the Act, provided they meet the requirements of the Act.

The Act does not pre-empt home rule authority to regulate video gaming terminals or Video Gaming Establishments located within the Village in a manner that pertains to local government and affairs. In *Accel Entertainment Gaming LLC v. Village of Elmwood Park*, the court held that Elmwood Park's ordinance requiring a local license, limiting the number of Video Gaming Establishments, and imposing a separate license fee on each terminal was valid. 2014 IL App (1st) 143822 (2014), ¶¶ 31 – 73. Much of the Court's analysis was based on Elmwood Park's home rule power. The Court's discussion of home rule authority suggests that home rule units of government may regulate video gaming terminals concurrently with the State in a wide variety of ways. The only home rule regulations that clearly would not be valid are regulations that purport to invalidate or amend the Act's requirements (e.g., the Village could not alter the standards for issuance of a license under the Act).

Below are examples of potential types of regulations that the Village may consider pursuant to its home rule authority. Some of these examples have been adopted, in different forms, by other municipalities, and others, to our knowledge, have not. Although the list below

is fairly comprehensive, it may not be exhaustive. As the Village refines its regulatory goals, we may be able to suggest additional types of regulations that would be appropriate.

- Requiring a separate Village license and imposing Village license fees for video gaming terminals (e.g., Elmwood Park, Carpentersville, Hoffman Estates, Bartlett, Bradley, Chicago Ridge, Darien, DeKalb, Dixon, Fox Lake, Franklin Park, Glendale, Hickory Hills, Lake in the Hills, Lake Zurich, McHenry, Melrose Park, Minooka, Oak Lawn, Oak Brook Terrace, Plano, Streamwood, South Elgin, Villa Park, Westmont, and Wheeling).
- Limiting the number of terminals permitted within the Village, within an establishment, or within certain areas of the Village (e.g., Elmwood Park, Chicago Ridge, Franklin Park, Plano, Villa Park, Westchester, and Westmont).
- Limiting an establishment that offers video gaming terminals to certain liquor license classes (e.g., DeKalb, Lake in the Hills, Lake Zurich, Oak Lawn, Plano, and Wheeling).
- Permitting video gaming terminals only in certain zoning districts (e.g., Westmont).
- Requiring that video gaming be the primary use of any Video Gaming Establishment and prohibiting video gaming as an accessory use.
- Requiring a special use permit for Video Gaming Establishments in all or certain zoning districts.
- Establishing sign regulations for Video Gaming Establishments (e.g., Darien, Lake in the Hills, and Wheeling).
- Requiring Video Gaming Establishments to comply with certain requirements or restrictions, such as (without limitation) service of food, hours of operation, floor area requirements, restrictions on the location of video gaming terminals within an establishment, and restrictions on access to video gaming terminals by persons under the age of 21 (e.g., Lake in the Hills, Lake Zurich, Oak Lawn, Plano, Westchester, and Westmont).
- Prohibiting Video Gaming Establishments from being located within a short distance of certain types of land uses such as schools, day care centers, religious institutions, and other Video Gaming Establishments (e.g. Westchester and Westmont).
- Requiring staff at Video Gaming Establishments to satisfy certain requirements or undergo certain training.
- Permitting certain State-authorized Video Gaming Establishments, but not others (e.g., establishments licensed to sell liquor at retail may display terminals, but fraternal establishments, veterans establishments, and truck stops may not). Note: this example is theoretically possible pursuant to *Accel Entertainment* but may be more likely to be challenged.

II. Limiting Negative Secondary Effects of Video Gaming

If the Village desires to permit video gaming within the Village but is concerned about the potential negative secondary effects of video gaming on the community, the Village Board may adopt regulations designed to limit those negative effects. As the examples of potential regulations identified in Section I of this memorandum suggest, the Village has many options from which to choose. These options may be combined in various ways, depending on the policy objectives of the Village. Based on our understanding of these objectives, we have highlighted certain types of regulations that may be of particular interest to the Village.

A. Establish Spacing or Distance Requirements

As noted above, the Village may adopt regulations prohibiting Video Gaming Establishments from operating at locations that are within a minimum distance from certain other types of land uses, such as schools, religious institutions, day care centers, residences, and other Video Gaming Establishments. Such spacing requirements protect other land uses from the potential negative secondary effects of video gaming. They also prevent the concentration of Video Gaming Establishments within certain areas of the Village, limiting the impact of any negative secondary effects. The Village of Westmont and the City of Winchester have both adopted spacing requirements that prohibit a Video Gaming Establishment from operating at a location that is less than 500 feet from another Video Gaming Establishment. The Village has adopted spacing requirements in the Village of Lincolnwood Zoning Ordinance to limit the negative secondary effects of firearm shooting ranges and medical cannabis dispensaries.

B. Limit Video Gaming to Certain Zoning Districts

The Village can further limit the potential negative secondary effects of Video Gaming Establishments by only permitting such establishments within certain zoning districts of the Village. This is a common strategy to prevent certain land uses from affecting others. To implement it, the Village would need to define Video Gaming Establishments as a separate land use and identify the zoning districts in which such establishments may be operated.

C. Prohibit Video Gaming as An Accessory Use

If the Village desires to limit the potential for proliferation of video gaming terminals within existing establishments, the Village may also prohibit Video Gaming Establishments as an accessory use, allowing them only as a principal use. Any existing establishments operating at locations where video gaming would be permitted in accordance with the spacing and zoning regulations probably would not seek to offer video gaming terminals if doing so would require changing their business model to primarily offer video gaming, rather than food and beverage service. The Village could still require Video Gaming Establishments to offer food and beverages for consumption on premises as an accessory use, but the food and beverage service would be incidental and secondary to the primary use of video gaming.

D. Prohibiting Persons Under Age 21 From Entering Video Gaming Establishments

The Village may prohibit Video Gaming Establishments from allowing persons under the age of 21 to enter the establishment. Other municipalities, including the Village of Westmont and the City of Winchester, require Video Gaming Establishments to keep video gaming terminals in a separate area where persons under the age of 21 are prohibited. If the Village required Video Gaming Establishments to be a principal use, rather than an accessory use, prohibiting persons under the age of 21 from entering the establishment would serve the same purpose. It would also further discourage many existing establishments that cater to families from offering video gaming terminals.

Of course, if the Village decides to permit video gaming, the Village may also wish to adopt local licensing requirements and other regulations for the purpose of monitoring and controlling video gaming activity within the Village. The regulations highlighted in Section II of this memorandum do not preclude the Village from adopting other local regulations that it deems prudent.

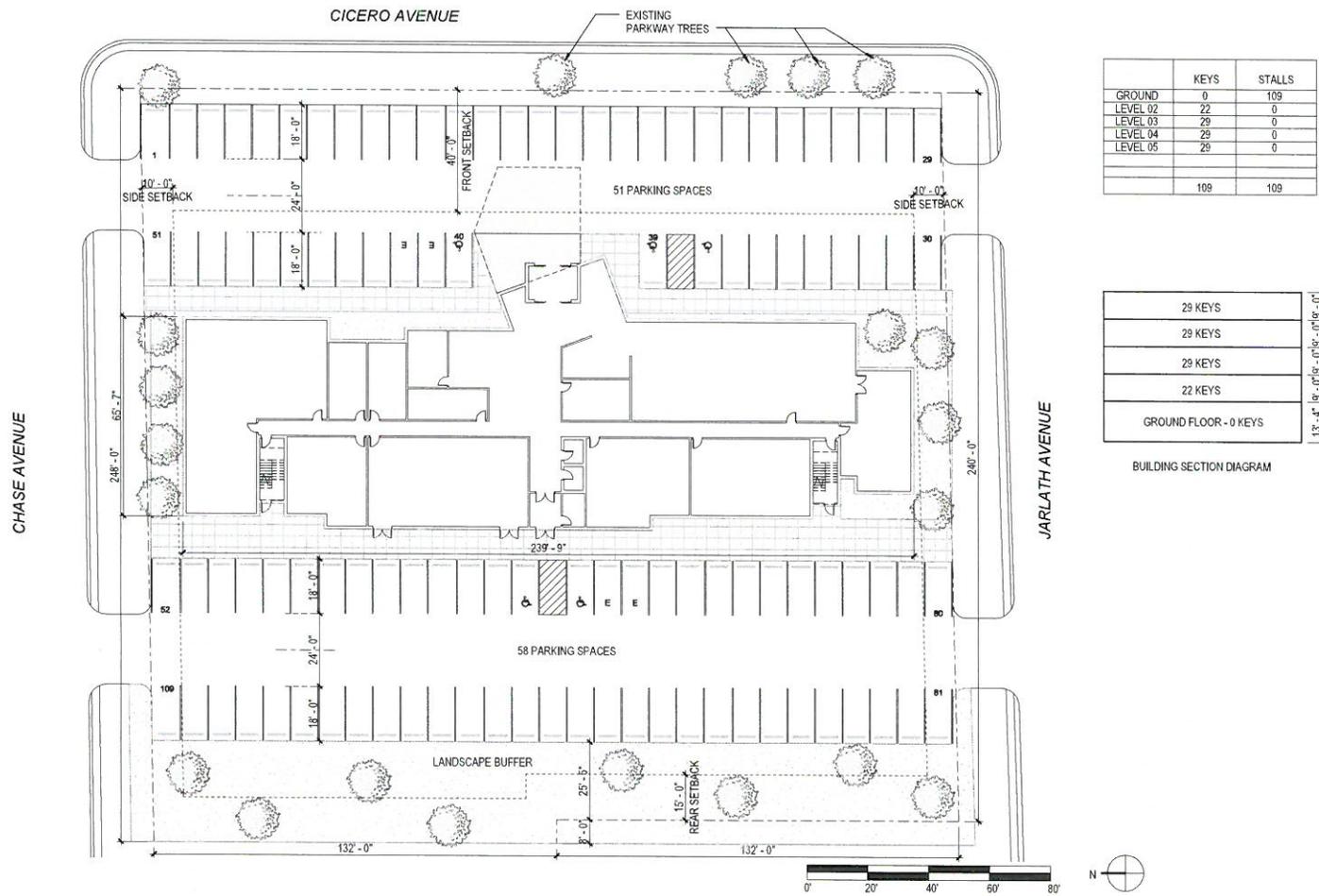
Hyatt Hotel Concept Proposal to COTW:

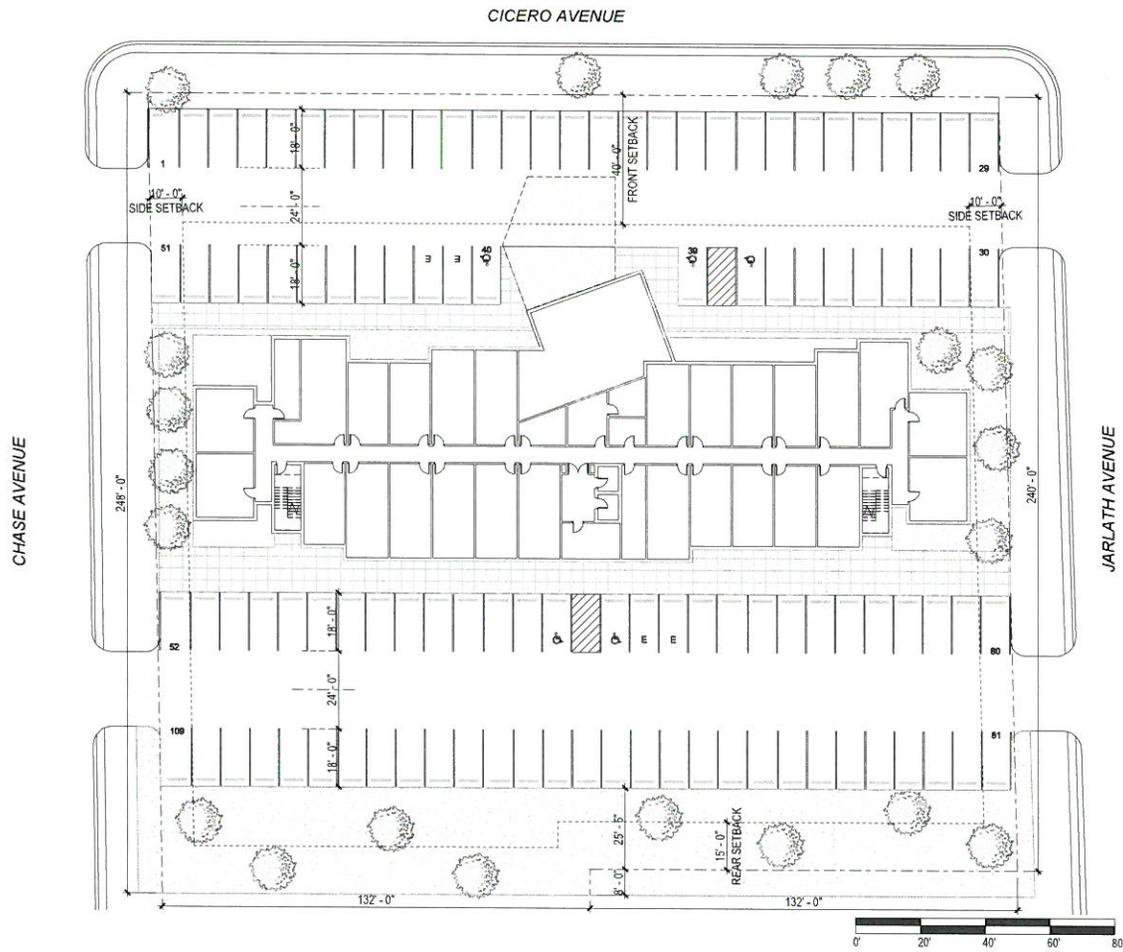
Summary:

The proposed project is a 109 to 113-room hotel. Although the brand has yet to be finalized, we are in advanced discussions with Hyatt for a Hyatt Place franchise. Hyatt Place is a new generation of hotels that offer casual hospitality in a smartly designed, high-tech and modern environment. The brand was an industry leader in defining the upscale select-service category, and still exclusively offers food and beverage options freshly prepared 24 hours a day, seven days a week. Hyatt Place offers a range of amenities and services such as free Wi-Fi and our new complimentary a.m. Kitchen Skillet™ breakfast, valued by business travelers, while providing open areas and a variety of seating where guests can unwind and connect with others. Spacious guestrooms allow guests to spread out and enjoy the Hyatt Grand Bed™, a Cozy Corner sectional sofa sleeper and other modern comforts. Properties are located in urban, airport, and suburban areas.

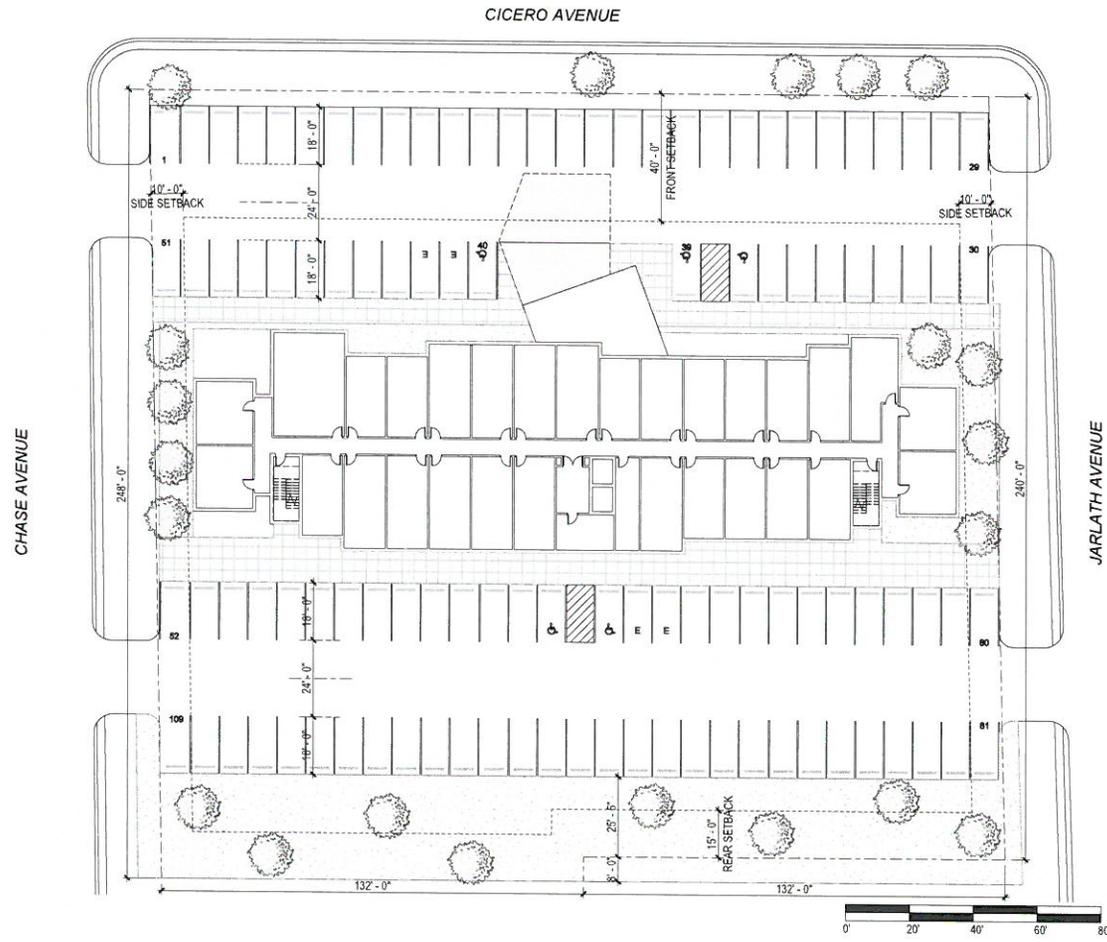


Hyatt Place, Lincolnwood, IL

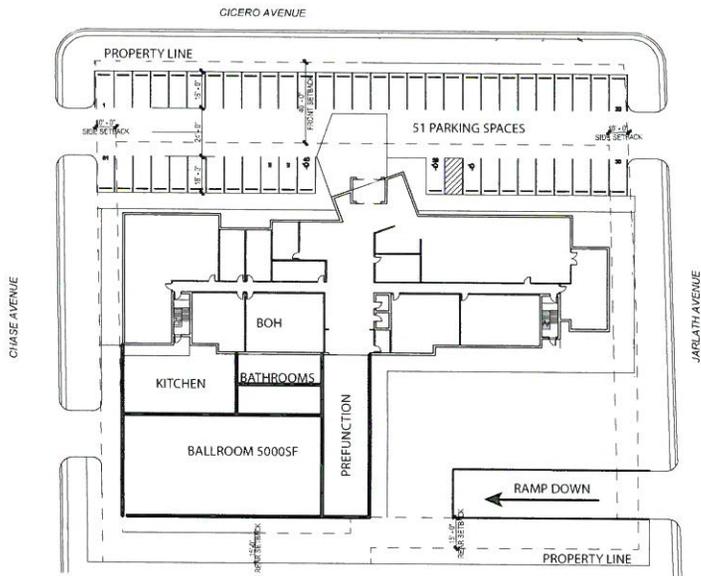




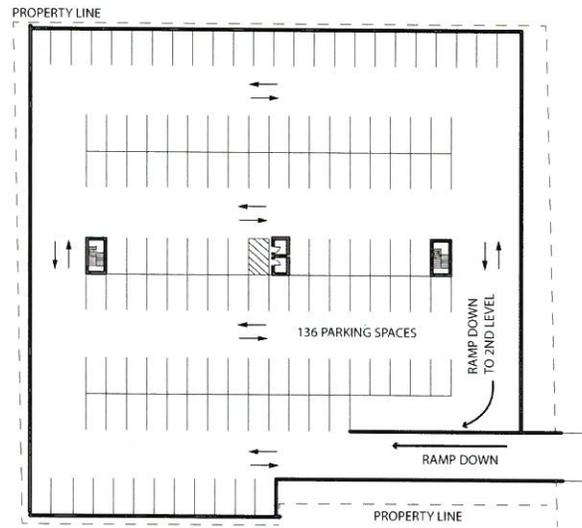
	KEYS	STALLS
GROUND	0	109
LEVEL 02	22	0
LEVEL 03	29	0
LEVEL 04	29	0
LEVEL 05	29	0
	109	109



	KEYS	STALLS
GROUND	0	109
LEVEL 02	22	0
LEVEL 03	29	0
LEVEL 04	29	0
LEVEL 05	29	0
	109	109



GROUND FLOOR PLAN



UNDERGROUND PARKING LAYOUT

BALLROOM

250 OCCUPANTS
20 SF/OCCUPANT

5000 SF

PARKING REQUIREMENTS

1:1 KEYS - 109 SPACES
1:1 BALLROOM (15% LESS FOR OCCUPANTS THAT ARE ALSO GUESTS)

$250 \times 0.85 = 213$ SPACES

TOTAL SPOTS - 322 SPACES

PARKING AVAILABLE

SURFACE LOT - 51 SPACES
LEVEL 1 UNDERGROUND - 136 SPACES
LEVEL 2 UNDERGROUND - 136 SPACES

TOTAL SPOTS - 323

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

Commission: **Human Relations Commission**

Commissioners: Rebecca Kohn, Chair
Carol Oraha, Vice Chair
Karen Holmes, Secretary
Paul Kramer, Treasurer
Myra Foutris
Mary Koleff-May
Anna Pawlowski, Historian

Summary of Significant Activities of the Past Year:

- Memorial Day Parade
- Independence Day Concert in the Park
- Annual Lincolnwood Turkey Trot
- Diversity Month (August)
- Lincolnwood Public Library (National Anthem Exhibit)
- Annual Human Relations Commission Award
 - Riftah Kahn – 2014 Recipient
 - Barbara Faermark – 2015 Recipient
- Village Wide Food Drive (Niles Township Food Pantry)

FY 2016-17 Anticipated Activities/Goals

- Continuation of Current Programs
- Improved Event Publicity
- Re-appointment of Commissioners
- Continued Involvement in Community Events
- Consideration of Additional Diversity Month Initiatives
 - August 15th Cultural Diversity Celebration
 - Movie in the Park (Proesel and Neighborhood Parks)
 - Coffee with the Clergy
 - Training for Leaders of the Local Clergy
 - Block Party Kits

Specific Questions or Comments for the Village Board:

- Proposed FY16-17 Budget \$2,800



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

AGENDA

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
 1. Village Board Minutes – April 5, 2016
- V. Warrant Approval**
- VI. Village President's Report**
 1. Proclamation Regarding Greenest Region Compact 2
 2. Appointment of Genelle Iocca to the Economic Development 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 Adopting the Strategic Master Technology Plan for Fiscal Year 2016-17 (Appears on the Consent Agenda Because it was Discussed at a Previous Committee of the Whole)
 2. Approval of a Resolution Updating the Designation of the Village's Delegate and Alternate Delegate to the Northeastern Illinois Public Safety Training Academy Board of Directors (Appears on the Consent Agenda Because it is a Routine Function of Government)
 3. Approval of a Resolution to Award a Proposal and Approve a Contract with KGI Landscaping Company of Skokie, Illinois for Landscaping Maintenance within the Village in the Amount of \$36,000 (Appears on the Consent Agenda Because it is for the Lowest Qualified Bidder)
 4. Approval of an Ordinance Authorizing Reallocation of Unused Private Activity Bond Volume Cap Allocation (Appears on the Consent Agenda Because it is a Routine Function of Government)
 5. Approval of a Recommendation by the Zoning Board of Appeals (ZBA) in Case #ZB-03-16 to Approve a Building Height Variation for a New Single-Family Home at the Property Located at 4525 West North Shore Avenue (Appears on the Consent Agenda Because it was Approved Unanimously by a Recommending Body)

VIII. Regular Business

6. Consideration of the following items pertaining to the School District 74 Campus located at 6855 North Crawford Avenue, 6850 and 6950 North East Prairie Road and 3925 West Lunt Avenue: A. Approval of an Ordinance Amending the Village of Lincolnwood Zoning Ordinance Establishing the “S” Schools Zoning District; B. Approval of an Ordinance Rezoning Property to the “S” Schools Zoning District; and C. Approval of an Ordinance Vacating a Portion of the Morse Avenue Right-of-Way.
7. Consideration of a Recommendation in Case #ZB-02-16 by the Zoning Board of Appeals to Deny a Special Sign Request and a Sign Setback Variation and a Sign Orientation Variation for Replacement of a Pole/Pylon Sign for the Property Located at 7169 Crawford Avenue
8. Consideration of a Recommendation from the Fire and Water Committee to Adopt a Resolution Approving a Six-Year Contract with Paramedic Services of Illinois for the Provision of Fire Protection and Emergency Medical Service
9. Consideration of an Ordinance Amending Sections 6-2-4 and 17-1-2 of the Village Code Regarding Various Fees and Fines and a Resolution Establishing Certain Annual Fees to be Charged by the Village During Fiscal Year 2016-17
10. Consideration of a Resolution Authorizing the Adoption of the Operating Budget for Fiscal Year May 1, 2016 to April 30, 2017

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: April 15, 2016

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6, AT&T U-VERSE Channel 99, RCN Channel 49, and online at Lincolnwood.tv 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
APRIL 5, 2016**

DRAFT

Call to Order

President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:30 P.M., Tuesday, April 5, 2016, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

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

Roll Call

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

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

ABSENT: None

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

Approval of Minutes

The minutes of the March 15, 2016 Village Board Meeting were distributed and examined in advance. Trustee Bass moved to approve the minutes as presented. The motion was seconded by Trustee Spino. The motion passed by voice vote.

Warrant Approval

Trustee Klatzco moved to approve warrants in the amount of \$675,846.36. The motion was seconded by Trustee Elster.

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

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

NAYS: None

The motion passed.

Village President's Report

1. Proclamation Regarding National Fair Housing Month

President Turry read the proclamation, which speaks of the rights of individuals to choose where they live. It also reminds that every person has the right to fair housing and that fair housing is a community goal.

He proclaimed the month of April 2016 as National Fair Housing Month in the Village of Lincolnwood.

2. Proclamation Regarding Arbor Day

President Turry read this proclamation which speaks of the value of trees in our environment. He stated Lincolnwood continues to increase its urban tree canopy with the intent of guaranteeing the benefits of trees to current and future residents of Lincolnwood.

He proclaimed Friday, May 13, 2016 as Arbor Day in Lincolnwood.

The Board concurred. Mr. Meyer accepted this proclamation.

3. Appointment of Michael Bartholomew to the Board of Trustees of Police Pension Fund

President Turry announced this appointment and asked for the concurrence of the Board.

The Board members had reviewed Mr. Bartholomew’s resume.

The Board concurred.

4. Upcoming Village Meetings

Meeting dates may be found on the Village Website.

Consent Agenda

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

1. Approval of a Resolution Authorizing the Purchase of a 2016 Ford Police Utility Interceptor Vehicle from Currie Motors of Frankfort, Illinois in the amount of \$28,297.00

2. Approval of a Recommendation by the Park and Recreation Board to Adopt a Revised Policy for the Naming of Park Land, Buildings and Facilities

A resolution to be included.

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

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

Regular Business

3. Consideration of an Ordinance in Case #PC-02-16 to Approve the Rezoning of 6653 East Prairie Road to the Business/Residential Transition Area of the B-1 Traditional Business Zoning District and Approve an Ordinance Granting Special Uses and Certain Variations of the Zoning Code Needed to Allow an Addition to the Existing Restaurant (Lou Malnati’s) at 6649 North Lincoln Avenue

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

Scope of Proposed Work

- *Approximate 1,100 square foot addition to north of existing building.
 - Purpose to separate dine-in and carry-out lobbies.
- *New off-street parking area to be used by carry-out customers
 - Includes delivery driver staging area
- *Eight foot masonry screening wall along north and most of east property lines
- *New trash enclosure
- *Existing home at 6653 North East Prairie Road to be demolished
 - Necessary in order to expand restaurant and install new off- street parking area

Map Amendment Request

Rezone 6653 North East Prairie Avenue from R3 Residential to the Business/Residential Transition Area of the B1 Traditional Business District

Special Use Request

1. Allow a Restaurant greater than 5,000 square feet:
 - 1,100 square foot addition
 - Total area approximately 9,500 square feet
2. Allow off-street parking to front of building

Commercial Variations

- *Minimum rear yard building setback
- *Off-street parking variation
- *Permit a commercial use in the B-1 Business/Residential Transition area to exceed 2,500—square feet
- *Permit the addition and existing building to not be constructed at the 10-foot build-to-line with a wrought iron fence and hedgerow between the building and right-of-way
- *Permit the existing off-street parking lot not include the minimum perimeter and interior landscape
- *Minimum drive aisle width
- *Permit the addition and existing building to not include the required landscape buffer and screening between the property within the B-1 District and adjacent residential zoned property

Sketches of Plat of Survey, Site Plan, Proposed Landscape Plan, Proposed Building Elevations and an aerial view were exhibited.

Special Use Request

1. Allow a Restaurant greater than 5,000 square feet:
 - ,100 square foot addition
 - Total area approximately 9,500 square feet
2. Allow off-street parking to front of building

Sketches of Special Use Plan and Rear Yard Building Setback were exhibited

Off-Street Parking Variation

- *Zoning Code Requires 10 spaces/1000 square feet
 - Existing restaurant would require 84 off-street spaces
 - Main customer parking area – 39 spaces

*Expansion of Restaurant

- Total Area Approximately 9,500 square feet (1,100 square foot addition)
- Require 95 off-street parking
- New off-street parking adds 10 parking spaces for a total of 49 (plus delivery driver staging area)

Maximum Ground Floor Area Variation

*Business/Residential Overlay District

- Limits ground floor of commercial uses to not exceed 2,500 square feet
- Likely intended to apply to multi-tenant buildings

Front Yard Wrought Iron Fence Variations

*Business/Residential Overlay District

- New construction and development requires 10 foot build-to line and wrought iron fence, plus a hedgerow behind the fence
- Likely intended to apply to residential development within the overlay district

Minimum Perimeter and Interior Landscape Variations, Drive Aisle Width Variation and B1 and R3 District Buffer Variation were exhibited

Plan Commission Deliberations

March 2 Public Hearing Held

*Lincolnwood Residents Mike Stamer, Dolly Stamer, Susan Fosco, Damira Jakupovic, Emil Neliente and Senad Jakupovic spoke regarding:

- Concerns of the neighbors with the existing restaurant operation
- Sought certain guarantees regarding the proposed plan more specifically that the masonry wall will not be removed in the future

*Commission discussed potential site plan modifications

- Widening drive aisle for safety purposes and for garbage truck access within the site
- Majority were not in favor of modification

Plan Commission Recommendation

*Plan Commission by 5-0 Vote, Recommends Approval of the Zoning Map Amendment changing 6653 East Prairie Road from the R-3 Residential District to the B-1 Business/Residential Transition Area District

*Plan Commission by 4-1 Vote, Recommends Approval of Special Uses and Variations subject to certain conditions

Commissioner Goldfein cast the dissenting vote

Conditions of Recommendation

*The new off-street parking lot is to include signage indicating its use for carry-out customers and restaurant drivers and employees only

*The new off-street parking lot may not be used for recreational purposes by restaurant employees or drivers

*The property is to be developed, consistent with the Site Plan and Geometric Plan with revised date of January 29, 2016

*No additional seating is permitted as part of the addition

*A rolling gate with a maximum width of 12 feet is to be constructed as part of the trash enclosure along the alley

- *Once constructed, the new brick wall separating the restaurant property from the residential property, will not be removed
- *The petitioner must deed the northernmost six to seven feet of the 6653 East Prairie property to the owner of 6659 East Prairie
- *No outdoor activity that is not customary to the carry-out and delivery associated with the restaurant is permitted
- *No outside dining will be allowed at the restaurant
- *The Village Board is requested to consider establishing a one-way alley to the rear of the existing restaurant (*Petitioner and neighbors were not in favor of establishing a one-way alley*)
- *The brick wall is to be constructed with materials and of a design similar to the screening wall at the Walgreens at Lincoln and Prat Avenues

Photographs of the area were exhibited (these photos were provided by Mike and Dolly Stamer of 6648 North Avers) as well as an existing site plan/demo plan and a rendering of truck turning movement.

Sasha Milosalavic, Director of Facilities for Lou Malnati’s addressed the Board, thanking Board and Staff for the work which they put into this project.

It was stated that the Ordinance reflects the concerns of the neighbors and the Malnati’s organization.

Resident Mike Stamer addressed the Board. Mr. Stamer provided the Board and Mr. Elrod with a paper identifying his concerns regarding the language of the Ordinance.

Discussion ensued regarding the individual concerns listed. Mr. Elrod and Mr. Wiberg provided clarification.

Trustee Patel moved to approve the Ordinance with three amendments (1. To require that employees only are allowed to park in the area designated “staging area”. 2. The Screening wall must start at 12 feet north of the wall of the addition. 3. If the petitioner is non-compliant with any sections of the Ordinance, 6653 East Prairie reverts to B1, Business/Residential Transitional.) Trustee Cope seconded the motion.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

4. Consideration of a Recommendation in Case #ZB-01-16 by the Zoning Board of Appeals to Deny a Building Coverage Variation to Allow a Rear Yard Addition to the Existing Single-Family Home at 3738 West Columbia Avenue

This item was presented by Mr. McNellis using PowerPoint.

Aerial Photographs and a site plan were exhibited.

Variation Requested

Building Coverage Variation (Section 4.11)

- *Maximum coverage 1,706 square feet (35% of lot area)
- *Initially proposed 1,966 square feet (40.3%)
- *Revised plan reduces area by 92 square feet
 - Variation to allow less than the minimum 15-foot building separation is no longer needed and was withdrawn by Petitioner after ZBA meeting
- *Revised building coverage: 1,874 square feet (38.4%)

Minor Variation

Side Yard Setback Variation (Section 4.11)

- *Proposed to match existing non-conforming structure at 4 feet 2 inches
- *Zoning Code requires minimum of 5 feet

Eligible for Minor Variation

- *Process completed and setback variation approved
- *No action needed by Village Board or Zoning Board of Appeals

ZBA Deliberations

- *Public Hearing held on February 7, 2016
- *Building Coverage Variation
 - Petitioner indicated reasons for Variation request:
 - Existing home layout is obsolete
 - Proposed one-story addition best meets needs
 - ZBA generally agreed that the proposed addition could be redesigned to comply with Zoning Code
 - Two story addition equal in area would likely comply with Zoning Code

ZBA Recommendation

- *By 5-1 vote, recommends denial of requested 40.3% building coverage

Dissenting vote cast by Commissioner O'Brien indicating that by modern standards, existing home is obsolete and addition is appropriate

After recommendation of the ZBA, the petitioner revised plans and reduced proposed Variation to 38.4%

Variation Requested

- *Building Coverage Variation (Section 4.11)
 - Requested Building Coverage of 38.4%
 - Greater than Code-permitted maximum coverage of 35% of lot area
 - Initially proposed 40.3%
 - ZBA recommended denial of initial 40.3% request

Variation to allow propose building addition to result in less than the minimum 15 foot building separation is no longer needed and was withdrawn by petitioner

Discussion ensued regarding the size of the building's footprint.

Trustee Bass moved to direct preparation of an Ordinance including items discussed. Trustee Patel seconded the motion.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

5. Consideration of a Request from School District 74 for a Zoning Code Text Amendment to Create a new “S” School Zoning District; and a Zoning Code Map Amendment to Remove the School District Campus from the Current R3 Zone to a New S Zone; for the Property Located at 6855 N. Crawford Avenue, 6850 and 6950 N. East Prairie Road; and 3925 W. Lunt Avenue

This item was presented by Mr. McNellis.

An aerial photograph of the school property was exhibited.

Plan Commission Recommendation
Creation of New “S” School Zoning District
&
Zoning Code Map Amendment

Staff has worked with District 74 to create this “S” Zone.

On March 2, 2016 the Plan Commission held a Public Hearing, Text and Map Amendment changes were discussed.

Village Manager Wiberg, Attorney Elrod and Trustees Patel and Elster met with District 74 representatives to reach this agreement.

Trustee Cope commended the District 74 attorney on excellent intergovernmental cooperation. Trustee Patel stated that this represents several years of work.

Some discussion ensued.

Trustee Elster moved to direct the Village Attorney to create the “S” Zone District, seconded by Trustee Patel.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

School Board President Scott Anderson thanked all parties involved for the cooperation.

Manager’s Report

None

Board and Commissions Report

President Turry announced that he was sending letters to Board and Commission members whose terms are expiring, to determine if they wish to consider remaining in their positions.

Village Clerk’s Report

None

Trustees Reports

Trustee Klatzco announced a meeting of the Human Relations Commission on April 11 at 7PM. Trustee Cope wished to know when discussions will be scheduled to address the O’Hare noise issue. When data is gathered, President Turry stated that someone will be needed to interpret the data.

Public Forum

None

Adjournment to Closed Session

At 9:15 P.M., Trustee Patel moved to adjourn the Village Board Meeting to Closed Session for purpose of discussion of Employment matters Section 2(c)(1) The motion was seconded by Trustee Spino.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed

Reconvention

At 9:51 PM President Turry reconvened the Village Board meeting.

Adjournment

At 9:51 PM Trustee Patel moved to adjourn, seconded by Trustee Cope

The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: April 15, 2016

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

4/19/2016	179,321.21
4/19/2016	296,047.92
4/19/2016	182,450.96
Total	<hr/> \$ 657,820.09

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 04/12/2016 - 4:16PM
Batch: 00200.04.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Ace Hardware Skokie					
ACEHRDS					
198968	3/23/2016	249.15	0.00	04/19/2016	
101-200-511-5599					Other contractual Bulk glass for Zoning maps in Village offices
	198968 Total:	249.15			
	Ace Hardware Skokie Tota	249.15			
Chicago Tribune					
CHGOTRIB					
4073969	3/28/2016	20.29	0.00	04/19/2016	
101-400-511-5620					Books & publications Bid for sidewalk
	4073969 Total:	20.29			
4073981	3/28/2016	21.09	0.00	04/19/2016	
101-400-511-5620					Books & publications Bid for bulk salt
	4073981 Total:	21.09			
	Chicago Tribune Total:	41.38			
Computer Explorers					
COMPUTER					
1495	4/1/2016	810.00	0.00	04/19/2016	
205-502-515-5270					Purchased program services Winter '16 Minecraft Coding
1495	4/1/2016	67.50	0.00	04/19/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-502-515-5270	Purchased program services				Winter '16 Minecraft Coding - 4 classes
	1495 Total:	877.50			
	Computer Explorers Total:	877.50			
Groot Recycling & Waste Services					
GROOT					
13982706	3/31/2016	531.94	0.00	04/19/2016	22280-002/Public Works
	101-440-514-5230 Garbage & recycling				
	13982706 Total:	531.94			
13982999	4/1/2016	55,017.88	0.00	04/19/2016	1229-001/Community pick up
	101-440-514-5230 Garbage & recycling				
	13982999 Total:	55,017.88			
13983000	4/1/2016	700.56	0.00	04/19/2016	1230-001/School District 74
	101-440-514-5230 Garbage & recycling				
	13983000 Total:	700.56			
14023182	4/1/2016	3,054.63	0.00	04/19/2016	1231-001/Multi Family pick up
	101-440-514-5230 Garbage & recycling				
	14023182 Total:	3,054.63			
	Groot Recycling & Waste S	59,305.01			
Hanawalt, Curtis					
HANAWAL					
040616	4/6/2016	750.00	0.00	04/19/2016	Refund - Friday Night League
	205-000-210-2430 Parks and Recs Control Deposi				
	040616 Total:	750.00			
	Hanawalt, Curtis Total:	750.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
L3 Communications Mobile Vision, Inc.					
L3COMM					
0236077-IN	2/2/2016	4,670.00	0.00	04/19/2016	L3 video system installed
101-000-210-2480	Unadjudicated forfeitures				
	0236077-IN Total:	4,670.00			
	L3 Communications Mobil	4,670.00			
LeadsOnline LLC					
LEADS					
235654	3/1/2016	2,238.00	0.00	04/19/2016	Confidential Investigations systems
101-300-512-5399	Other professional services				
	235654 Total:	2,238.00			
	LeadsOnline LLC Total:	2,238.00			
Lexipol, LLC					
LEXIPOL					
16273	4/1/2016	5,550.00	0.00	04/19/2016	Policy manual update subscription
101-300-512-5399	Other professional services				
	16273 Total:	5,550.00			
	Lexipol, LLC Total:	5,550.00			
Lincolnwood Chamber of Commerce & Industry					
LWDCHAMB					
SOV03242016	3/24/2016	90.00	0.00	04/19/2016	State of the Village lunch
101-200-511-5840	Meals				
SOV03242016	3/24/2016	30.00	0.00	04/19/2016	State of the Village lunch
101-210-511-5840	Meals				
SOV03242016	3/24/2016	60.00	0.00	04/19/2016	State of the Village lunch
101-300-512-5840	Meals				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
SOV03242016	3/24/2016	30.00	0.00	04/19/2016
101-400-511-5840 Meals				State of the Village lunch
SOV03242016	3/24/2016	30.00	0.00	04/19/2016
101-240-517-5840 Meals				State of the Village lunch
SOV03242016	3/24/2016	120.00	0.00	04/19/2016
101-100-511-5840 Meals				State of the Village lunch
SOV03242016	3/24/2016	30.00	0.00	04/19/2016
205-500-515-5840 Meals				State of the Village lunch
	SOV03242016 Total:	<u>390.00</u>		
	Lincolnwood Chamber of C	<u>390.00</u>		
Lowe's Business Acc/GECE				
LOWES				
1695	3/30/2016	41.86	0.00	04/19/2016
660-620-519-5530 Equipment rental				Fused, elbow, screw, conduit
	1695 Total:	<u>41.86</u>		
1710	3/31/2016	74.13	0.00	04/19/2016
660-620-519-5530 Equipment rental				Bushing, washer, tight for PW
	1710 Total:	<u>74.13</u>		
1711	3/31/2016	14.42	0.00	04/19/2016
101-440-513-5730 Program supplies				PVC Connector for sprinklers
	1711 Total:	<u>14.42</u>		
2603	3/31/2016	9.00	0.00	04/19/2016
660-620-519-5530 Equipment rental				Wire marker for PW server room
	2603 Total:	<u>9.00</u>		
2984	3/24/2016	137.11	0.00	04/19/2016
101-420-511-5405 R&M - buildings				Rope, quick link for PD
	2984 Total:	<u>137.11</u>		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Lowe's Business Acc/GEC	276.52		
Malnati Organization				
MALNATI				
2176516	3/29/2016	51.35	0.00	04/19/2016
	101-300-512-5730 Program supplies			Lunch - Mini Academy Training
	2176516 Total:	51.35		
E208800	4/5/2016	262.15	0.00	04/19/2016
	101-100-511-5840 Meals			Dinner - Village Budget workshop 3/15
	E208800 Total:	262.15		
	Malnati Organization Total	313.50		
MGP, Inc.				
MGPINC				
2962	3/31/2016	883.09	0.00	04/19/2016
	101-250-511-5599 Other contractual			GIS Staffing - March
2962	3/31/2016	883.09	0.00	04/19/2016
	101-000-210-2650 Contractor Permits Payable			GIS Staffing - March
2962	3/31/2016	1,766.19	0.00	04/19/2016
	660-620-519-5599 Other contractual			GIS Staffing - March
2962	3/31/2016	275.00	0.00	04/19/2016
	101-250-511-5599 Other contractual			GIS Staffing - March
	2962 Total:	3,807.37		
	MGP, Inc. Total:	3,807.37		
Monster Worldwide, Inc.				
MONSTERW				
6206469	4/5/2016	300.00	0.00	04/19/2016
	101-200-511-5510 Advertising			Job ad posting fee

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
6206469 Total:		300.00			
Monster Worldwide, Inc. T		300.00			
North Shore Omega NORTSHO 031416	3/14/2016	531.00	0.00	04/19/2016	NIPAS Team Medical exam
101-300-512-5730 Program supplies					
031416 Total:		531.00			
North Shore Omega Total:		531.00			
North Suburban Employee Benefit NSEBENEF March 2016	4/5/2016	87,498.00	0.00	04/19/2016	Employee Health Insurance - March 2016
102-000-210-2027 Health insurance premium with					
March 2016 Total:		87,498.00			
North Suburban Employee		87,498.00			
Sherill Inc. SHERILL INV-339482	3/31/2016	1,742.84	0.00	04/19/2016	Tree removal hand tools
101-440-513-5745 Small tools					
INV-339482 Total:		1,742.84			
Sherill Inc. Total:		1,742.84			
Standard Equipment Company STANDARD C10416	3/31/2016	3,546.60	0.00	04/19/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-440-513-5480 R&M - vehicles					Deflector, pin, angle, bar, cap
	C10416 Total:	3,546.60			
C10503	3/31/2016	39.00	0.00	04/19/2016	Clutch for Sweeper
101-440-513-5480 R&M - vehicles					
	C10503 Total:	39.00			
C11262	3/21/2016	142.28	0.00	04/19/2016	Cap for Sweeper
101-440-513-5480 R&M - vehicles					
	C11262 Total:	142.28			
C11391	3/16/2016	35.57	0.00	04/19/2016	Cap for Sweeper
101-440-513-5480 R&M - vehicles					
	C11391 Total:	35.57			
C11805	3/30/2016	638.58	0.00	04/19/2016	Idler, bushing for Sweeper
101-440-513-5480 R&M - vehicles					
	C11805 Total:	638.58			
C11811	3/30/2016	33.46	0.00	04/19/2016	Bolt, bearing for Sweeper
101-440-513-5480 R&M - vehicles					
	C11811 Total:	33.46			
	Standard Equipment Comp	4,435.49			
The Blue Line THEBLUEL					
33779	3/29/2016	298.00	0.00	04/19/2016	Police Officer recruitment listing
101-200-511-5510 Advertising					
	33779 Total:	298.00			
33789	3/29/2016	298.00	0.00	04/19/2016	Record clerk recruitment
101-200-511-5510 Advertising					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	33789 Total:	298.00			
	The Blue Line Total:	596.00			
Trans Union Corp					
TRANSU					
3600597	3/25/2016	50.00	0.00	04/19/2016	
101-300-512-5399	Other professional services				Monthly subscription fee
	3600597 Total:	50.00			
3600602	3/25/2016	36.50	0.00	04/19/2016	
101-300-512-5399	Other professional services				Credit checks on applicants
	3600602 Total:	36.50			
	Trans Union Corp Total:	86.50			
TransUnion Risk and Alternative					
TRANSUN					
55681133116	4/1/2016	34.00	0.00	04/19/2016	
101-300-512-5399	Other professional services				Online investigative database system
	55681133116 Total:	34.00			
	TransUnion Risk and Alter	34.00			
United States Postal Service					
USPOSTAL					
PB040716	4/7/2016	41.45	0.00	04/19/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB040716	4/7/2016	66.02	0.00	04/19/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB040716	4/7/2016	57.97	0.00	04/19/2016	
101-210-511-5720	Postage				Pitney Bowes postage
PB040716	4/7/2016	16.55	0.00	04/19/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
101-210-511-5720 Postage PB040716	4/7/2016	55.81	0.00	04/19/2016	Pitney Bowes postage
205-500-515-5720 Postage PB040716	4/7/2016	43.71	0.00	04/19/2016	Pitney Bowes postage
101-210-511-5720 Postage PB040716	4/7/2016	7.94	0.00	04/19/2016	Pitney Bowes postage
101-210-511-5720 Postage PB040716	4/7/2016	493.34	0.00	04/19/2016	Pitney Bowes postage
660-610-519-5720 Postage					Pitney Bowes postage
	PB040716 Total:	<u>782.79</u>			
	United States Postal Servic	<u>782.79</u>			
Verizon Wireless VERIZON 9762253786	3/16/2016	1,665.32	0.00	04/19/2016	
101-210-511-5580 Telephone 9762253786	3/16/2016	4.40	0.00	04/19/2016	Cell phones - Feb 17 thru Mar 16
205-508-515-5580 Telephone 9762253786	3/16/2016	24.55	0.00	04/19/2016	Cell phones - Feb 17 thru Mar 16
205-520-515-5580 Telephone 9762253786	3/16/2016	68.48	0.00	04/19/2016	Cell phones - Feb 17 thru Mar 16
205-530-515-5580 Telephone 9762253786	3/16/2016	3.30	0.00	04/19/2016	Cell phones - Feb 17 thru Mar 16
205-560-515-5580 Telephone 9762253786	3/16/2016	1.10	0.00	04/19/2016	Cell phones - Feb 17 thru Mar 16
205-550-515-5270 Purchased program services 9762253786	3/16/2016	127.56	0.00	04/19/2016	Cell phones - Feb 17 thru Mar 16
101-000-210-2650 Contractor Permits Payable 9762253786	3/16/2016	491.83	0.00	04/19/2016	Cell phones - Feb 17 thru Mar 16
660-610-519-5580 Telephone 9762253786	3/16/2016	657.79	0.00	04/19/2016	Cell phones - Feb 17 thru Mar 16
101-250-511-5580 Telephone 9762253786	3/16/2016	17.59	0.00	04/19/2016	Cell phones - Feb 17 thru Mar 16
205-430-515-5410 R&M - communications equipm 9762253786	3/16/2016	14.07	0.00	04/19/2016	Cell phones - Feb 17 thru Mar 16
660-620-519-5410 R&M - communications equipm					Cell phones - Feb 17 thru Mar 16

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
9762253786	3/16/2016	21.11	0.00	04/19/2016
101-440-513-5410 R&M - communications equipm				Cell phones - Feb 17 thru Mar 16
9762253786	3/16/2016	7.03	0.00	04/19/2016
101-410-511-5410 R&M - communications equipm				Cell phones - Feb 17 thru Mar 16
	9762253786 Total:	3,104.13		
9762949166	4/1/2016	101.70	0.00	04/19/2016
660-610-519-5580 Telephone				Machine to machine 150 MB cell service
	9762949166 Total:	101.70		
	Verizon Wireless Total:	3,205.83		
Warehouse Direct				
WAREHOUS				
3015734-0	3/22/2016	99.06	0.00	04/19/2016
101-300-512-5730 Program supplies				Office supplies
	3015734-0 Total:	99.06		
3018321-0	3/24/2016	69.32	0.00	04/19/2016
101-400-511-5730 Program supplies				Office supplies
	3018321-0 Total:	69.32		
3024200-0	3/31/2016	100.55	0.00	04/19/2016
101-240-517-5700 Office supplies				Office supplies
	3024200-0 Total:	100.55		
3031719-0	4/7/2016	45.72	0.00	04/19/2016
101-400-511-5730 Program supplies				Office supplies
	3031719-0 Total:	45.72		
3031721-0	4/7/2016	262.51	0.00	04/19/2016
101-300-512-5700 Office supplies				Office supplies
	3031721-0 Total:	262.51		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
3031721-1	4/8/2016	100.60	0.00	04/19/2016
101-300-512-5700				Office supplies
	3031721-1 Total:	100.60		
3031722-0	4/7/2016	181.86	0.00	04/19/2016
101-350-512-5730				Office supplies
	3031722-0 Total:	181.86		
3031939-0	4/7/2016	555.71	0.00	04/19/2016
101-210-511-5700				Office supplies
	3031939-0 Total:	555.71		
	Warehouse Direct Total:	1,415.33		
White, John WHITEJOH 040616	4/6/2016	225.00	0.00	04/19/2016
205-000-210-2430				Refund - Soccer
	040616 Total:	225.00		
	White, John Total:	225.00		
	Report Total:	179,321.21		

Accounts Payable

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Advanced Data Technologies					
ADT					
0030416-IN	3/23/2016	6,388.72	0.00	04/19/2016	
660-610-519-5330					Data processing Cable and rack set up for PW Server
0030416-IN Total:		6,388.72			
Advanced Data Technologi		6,388.72			
Anderson Pest Solutions					
ANDERP					
3729674	3/1/2016	265.00	0.00	04/19/2016	
101-400-511-5210					Animal control Pest Control Services
3729674 Total:		265.00			
3766880	4/1/2016	265.00	0.00	04/19/2016	
101-400-511-5210					Animal control Pest Control Services
3766880 Total:		265.00			
Anderson Pest Solutions To		530.00			
Avalon Petroleum					
AVALON					
16723	3/23/2016	641.09	0.00	04/19/2016	
101-410-511-5670					Fuel Fuel usage
16723	3/23/2016	523.28	0.00	04/19/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
101-350-512-5670 Fuel					Fuel usage
16723	3/23/2016	276.39	0.00	04/19/2016	
205-430-515-5670 Fuel					Fuel usage
16723	3/23/2016	188.24	0.00	04/19/2016	
660-620-519-5670 Fuel					Fuel usage
16723 Total:		1,629.00			
555312	3/23/2016	1,820.07	0.00	04/19/2016	
101-300-512-5670 Fuel					Fuel usage
555312	3/23/2016	73.15	0.00	04/19/2016	
101-350-512-5670 Fuel					Fuel usage
555312	3/23/2016	7.00	0.00	04/19/2016	
101-400-511-5670 Fuel					Fuel usage
555312	3/23/2016	49.32	0.00	04/19/2016	
101-410-511-5670 Fuel					Fuel usage
555312	3/23/2016	99.14	0.00	04/19/2016	
101-420-511-5670 Fuel					Fuel usage
555312	3/23/2016	243.78	0.00	04/19/2016	
101-440-513-5670 Fuel					Fuel usage
555312	3/23/2016	236.94	0.00	04/19/2016	
205-430-515-5670 Fuel					Fuel usage
555312	3/23/2016	302.60	0.00	04/19/2016	
660-620-519-5670 Fuel					Fuel usage
555312 Total:		2,832.00			
Avalon Petroleum Total:		4,461.00			
Biljetina, Jolynne					
BILJETIN					
032816	3/28/2016	63.00	0.00	04/19/2016	
205-000-210-2430 Parks and Recs Control Deposi					Refund - Short Stoppers
032816 Total:		63.00			
Biljetina, Jolynne Total:		63.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Bland, Benjamin & Sharon					
BLAND					
16-3402	3/15/2016	100.00	0.00	04/19/2016	Reimbursement - 50/50 animal control
101-400-511-5210 Animal control					
16-3402 Total:		100.00			
Bland, Benjamin & Sharon		100.00			
Bound Tree Medical, LLC					
BOUND					
82094144	3/21/2016	402.32	0.00	04/19/2016	Blankets for ambulance cots
101-350-512-5660 EMS supplies					
82094144 Total:		402.32			
82095673	3/22/2016	427.36	0.00	04/19/2016	Oxygen cylinders, regulators, gloves
101-350-512-5660 EMS supplies					
82095673 Total:		427.36			
Bound Tree Medical, LLC		829.68			
CDW Government					
CDWGOV					
CKL9187	3/15/2016	236.28	0.00	04/19/2016	Crystal reporting
101-350-512-5730 Program supplies					
CKL9187 Total:		236.28			
CDW Government Total:		236.28			
Chicago Metropolitan Fire Prevention Co.					
CHGOMETR					
117039	10/20/2015	104.00	0.00	04/19/2016	Wireless radio alarm service call
101-350-512-5411 R&M- Wireless Alarm Equipm					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	117039 Total:	104.00			
126438	3/21/2016	705.50	0.00	04/19/2016	
101-420-511-5405 R&M - buildings					Fire alarm service call
	126438 Total:	705.50			
	Chicago Metropolitan Fire	809.50			
Dille, Grace DILLE					
3302016	3/30/2016	1,000.00	0.00	04/19/2016	
205-500-515-5599 Other contractual					Graphic Design - Summer Brochure
	3302016 Total:	1,000.00			
	Dille, Grace Total:	1,000.00			
Doerner, John P DOERNER					
MUT2015JD	3/30/2016	33.11	0.00	04/19/2016	
101-000-410-4050 Utility tax - electric					2015 Utility tax rebate
MUT2015JD	3/30/2016	27.27	0.00	04/19/2016	
101-000-410-4055 Utility tax - natural gas					2015 Utility tax rebate
MUT2015JD	3/30/2016	20.69	0.00	04/19/2016	
101-000-410-4060 Telecommunications tax					2015 Utility tax rebate
	MUT2015JD Total:	81.07			
	Doerner, John P Total:	81.07			
Douglas Truck Parts DOUGTK					
13499	3/25/2016	263.81	0.00	04/19/2016	
101-410-511-5730 Program supplies					Inspection camera, air hose for shop

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	13499 Total:	263.81			
13648	3/30/2016	30.48	0.00	04/19/2016	
101-410-511-5730	Program supplies				Coupler, brass fittings
	13648 Total:	30.48			
13797	3/31/2016	19.00	0.00	04/19/2016	
101-410-511-5730	Program supplies				Fluid for shop
	13797 Total:	19.00			
	Douglas Truck Parts Total:	313.29			
Electrical Resource Management					
ELECRES					
37259	3/15/2016	577.22	0.00	04/19/2016	
213-000-561-6310	Street lights' improvements				Wire connection kit for TIF
	37259 Total:	577.22			
	Electrical Resource Manag	577.22			
Fedex					
FEDEX					
804144716990	3/16/2016	10.50	0.00	04/19/2016	
101-210-511-5720	Postage				Shipping - Employee
	804144716990 Total:	10.50			
804144717004	3/17/2016	32.54	0.00	04/19/2016	
205-500-515-5560	Printing & copying services				Shipping - Parks
	804144717004 Total:	32.54			
	Fedex Total:	43.04			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
GE Capital					
GECAPITA					
64558437	3/23/2016	232.43	0.00	04/19/2016	
660-610-519-5340	Maintenance Agreement Expen				Copier - PW
64558437	3/23/2016	269.95	0.00	04/19/2016	
205-500-515-5440	R&M - office equipment				Copier - Parks
64558437	3/23/2016	697.36	0.00	04/19/2016	
101-210-511-5440	R&M - office equipment				Copier - PD, Finance
64558437	3/23/2016	232.44	0.00	04/19/2016	
101-000-210-2650	Contractor Permits Payable				Copier - FD
64558437 Total:		1,432.18			
GE Capital Total:		1,432.18			
Gewalt Hamilton Associates Inc					
GEWALT					
9232.417-1	3/24/2016	15,345.00	0.00	04/19/2016	
217-000-561-5340	Engineering				Eng Services - TIF District
9232.417-1 Total:		15,345.00			
9232.418-1	3/24/2016	14,528.00	0.00	04/19/2016	
454-000-561-5340	Engineering				ComEd bike path
9232.418-1 Total:		14,528.00			
Gewalt Hamilton Associate		29,873.00			
Golf Mill Ford					
GOLFMILL					
394860P	3/30/2016	131.27	0.00	04/19/2016	
205-430-515-5480	R&M - vehicles				Clock spring for Tractor #19
394860P Total:		131.27			
578866	3/14/2016	5,510.35	0.00	04/19/2016	
101-350-512-5480	R&M - vehicles				Repairs to A15

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
578866 Total:		5,510.35			
Golf Mill Ford Total:		5,641.62			
Grainger GRAINGER 9061116027	3/22/2016	7.94	0.00	04/19/2016	Lockwire for Sweeper #1
101-440-513-5480 R&M - vehicles					
9061116027 Total:		7.94			
Grainger Total:		7.94			
IL Municipal Retirement Fund ZZIMRF 032816	3/28/2016	9,136.46	0.00	04/19/2016	IMRF Accelerated payment
101-000-110-1010 Payroll Chkg Acct-BOL					
032816 Total:		9,136.46			
IL Municipal Retirement F		9,136.46			
Lawson Products Inc LAWSNPRO 9303982170	3/25/2016	315.35	0.00	04/19/2016	Safety vest for Streets
101-440-513-5730 Program supplies					
9303982170 Total:		315.35			
Lawson Products Inc Total		315.35			
Martin Implement Sales Inc MARTINIM P98837	3/22/2016	28.20	0.00	04/19/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
660-620-519-5480 R&M - vehicles					Radiator cap for Tractor #7
	P98837 Total:	28.20			
	Martin Implement Sales In	28.20			
Midwest Meter Inc MIDWESTM 0076144-IN	3/28/2016	3,900.00	0.00	04/19/2016	Software installation for Water Dept
660-610-519-5330 Data processing					
	0076144-IN Total:	3,900.00			
	Midwest Meter Inc Total:	3,900.00			
Morrison Associates, LTD MORRIS 5062016	5/6/2016	275.00	0.00	04/19/2016	Morrison seminar
101-200-511-5590 Training					
5062016	5/6/2016	550.00	0.00	04/19/2016	Morrison seminar
101-300-512-5590 Training					
	5062016 Total:	825.00			
	Morrison Associates, LTD	825.00			
Paramedic Services of Illinois PARAMEDI 4742	4/1/2016	227,074.50	0.00	04/19/2016	Services rendered month ended 4/30/16
101-350-512-5220 Fire protection					
	4742 Total:	227,074.50			
	Paramedic Services of Illin	227,074.50			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
PPG Architectural Finishes				
PPGAR				
944403066036	3/25/2016	375.83	0.00	04/19/2016
101-440-513-5745				Small tools
				Street painting machine for Streets
	944403066036 Total:	375.83		
	PPG Architectural Finishes	375.83		
Schneider Electric				
SCHNEI				
4823782	3/25/2016	831.00	0.00	04/19/2016
101-400-511-5730				Program supplies
				Weather services
4823782	3/25/2016	342.00	0.00	04/19/2016
101-250-511-5330				Data processing
				Weather services
	4823782 Total:	1,173.00		
	Schneider Electric Total:	1,173.00		
Watermaster, Inc				
WATERMAS				
04212016-3	3/26/2016	285.00	0.00	04/19/2016
205-430-515-5590				Training
				CPO Certification
	04212016-3 Total:	285.00		
	Watermaster, Inc Total:	285.00		
Welding Supply Inc.				
WELDINGS				
895795	3/31/2016	6.57	0.00	04/19/2016
205-571-515-5730				Program supplies
				Helium Tank - April
895795	3/31/2016	6.57	0.00	04/19/2016
101-350-512-5730				Program supplies
				Argon Tank - April

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
895795 Total:		13.14			
Welding Supply Inc. Total:		13.14			
Work' N Gear, LLC WRKNGEAR HA59344 660-620-519-5070 Uniform allowance	3/22/2016	393.40	0.00	04/19/2016	Clothing allowance
HA59344 Total:		393.40			
Work' N Gear, LLC Total:		393.40			
Zoll Medical Corporation GPO ZOLLMEDC 2358687 101-350-512-5660 EMS supplies	3/25/2016	140.50	0.00	04/19/2016	Battery pack and charger
2358687 Total:		140.50			
Zoll Medical Corporation G		140.50			
Report Total:		296,047.92			

Accounts Payable

To Be Paid Proof List

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Back Flow Solutions Inc					
BFSINC					
1208	4/1/2016	688.60	0.00	04/19/2016	
660-620-519-5399 Other professional services					
Program maintenance fee for backflow					
1208 Total:		688.60			
Back Flow Solutions Inc T		688.60			
BBVA Compass Bank					
BBVACOM					
374707	3/31/2016	1,480.00	0.00	04/19/2016	
660-620-519-5796 Water system repair parts					
Standpipe inspection and 15 point inspection					
374707 Total:		1,480.00			
BBVA Compass Bank Tota		1,480.00			
Canon Solutions America, Inc					
CANONSOL					
988645293	3/31/2016	310.87	0.00	04/19/2016	
101-210-511-5440 R&M - office equipment					
Maintenance for plotter - March					
988645293 Total:		310.87			
988653481	4/2/2016	246.97	0.00	04/19/2016	
101-210-511-5440 R&M - office equipment					
Maintenance for copier - April					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
988653481 Total:		246.97			
Canon Solutions America,		557.84			
Case Lots, Inc. CASELOTS 12391	3/31/2016	1,156.00	0.00	04/19/2016	Multi fold towels
101-420-511-5730 Program supplies					
12391 Total:		1,156.00			
Case Lots, Inc. Total:		1,156.00			
Cassidy Tire CASSIDYT 5181634	3/30/2016	159.24	0.00	04/19/2016	Tires for Squad #211
101-300-512-5480 R&M - vehicles					
5181634 Total:		159.24			
Cassidy Tire Total:		159.24			
Chicago Communications, LLC CHGOCOMM 281061	3/16/2016	277.00	0.00	04/19/2016	Static issue on ISPERN radio
101-300-512-5410 R&M - communications equipm					
281061 Total:		277.00			
281645	4/4/2016	778.25	0.00	04/19/2016	Portable radio maintenance charge for May 16
101-300-512-5410 R&M - communications equipm					
281645 Total:		778.25			
Chicago Communications,		1,055.25			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Chicago Metropolitan Fire Prevention Co.					
CHGOMETR					
125727	2/26/2016	795.50	0.00	04/19/2016	February wireless radio network maintenance
101-350-512-5411 R&M- Wireless Alarm Equipm					
125727 Total:		795.50			
Chicago Metropolitan Fire		795.50			
Christopher Burke Engineering					
CHRISTB					
128203	4/1/2016	8,659.76	0.00	04/19/2016	Pratt Avenue resurfacing
212-000-511-5320 Consulting					
128203 Total:		8,659.76			
Christopher Burke Enginee		8,659.76			
City Tech Usa Inc					
CITYTECH					
2700	3/1/2016	310.00	0.00	04/19/2016	Annual membership for Public Safety
101-200-511-5599 Other contractual					
2700 Total:		310.00			
City Tech Usa Inc Total:		310.00			
Clark Baird Smith, LLP					
CLARKBAI					
7066	4/6/2016	792.50	0.00	04/19/2016	Legal expenses related to personnel issues
101-230-511-5399 Other professional services					
7066 Total:		792.50			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Clark Baird Smith, LLP To	792.50			
Classic Design Awards					
CLASSICD					
160623	4/7/2016	54.50	0.00	04/19/2016	
101-200-511-5799	Other materials & supplies				Name plates for Community Dev. Director
	160623 Total:	54.50			
	Classic Design Awards Tot	54.50			
Communications Direct Inc					
COMDIR					
SR109295	4/1/2016	117.50	0.00	04/19/2016	
101-350-512-5410	R&M - communications equipm				Intercom repairs to mobile radio
	SR109295 Total:	117.50			
	Communications Direct Inc	117.50			
Dell Marketing, L.P					
DELLMARK					
XJX2CF1C9	3/31/2016	284.99	0.00	04/19/2016	
101-250-511-6530	Equipment - data processing				Network interface card
	XJX2CF1C9 Total:	284.99			
	Dell Marketing, L.P Total:	284.99			
Duntemann, Mark					
DUNTEMAN					
2016-06	4/9/2016	3,195.00	0.00	04/19/2016	
101-400-511-5039	Other contract labor				Service request, nuisance tree removal permits

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

2016-06 Total:		3,195.00		
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Duntemann, Mark Total:		3,195.00		
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Emcor Services Team Mechanical Inc				
EMCOR				
3051433	4/4/2016	907.50	0.00	04/19/2016
101-420-511-5405 R&M - buildings				Contract maintenance - April 2016

3051433 Total:		907.50		
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Emcor Services Team Mec		907.50		
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Eterno Attorney at Law, David				
ETERNO				
11720	4/4/2016	750.00	0.00	04/19/2016
101-230-511-5399 Other professional services				Adjudication Hearing Officer - March

11720 Total:		750.00		
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Eterno Attorney at Law, D		750.00		
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Galls Incorporated				
GALLS				
005118051	3/25/2016	49.99	0.00	04/19/2016
101-300-512-5070 Uniform allowance				Misc uniform items

005118051 Total:		49.99		
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Galls Incorporated Total:		49.99		
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Got Laundry Chicago?, Inc.				
GOTLAUND				
28-5722	1/27/2016	19.00	0.00	04/19/2016

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
101-300-512-5730 Program supplies					Dry clean cell blankets
28-5722 Total:		19.00			
28-6016	2/4/2016	25.00	0.00	04/19/2016	
101-300-512-5730 Program supplies					Dry clean cell blankets
28-6016 Total:		25.00			
28-6282	2/11/2016	25.00	0.00	04/19/2016	
101-300-512-5730 Program supplies					Dry clean cell blankets
28-6282 Total:		25.00			
28-6555	2/18/2016	43.00	0.00	04/19/2016	
101-300-512-5730 Program supplies					Dry clean cell blankets
28-6555 Total:		43.00			
28-6844	2/24/2016	13.00	0.00	04/19/2016	
101-300-512-5730 Program supplies					Dry clean cell blankets
28-6844 Total:		13.00			
28-7145	3/3/2016	13.00	0.00	04/19/2016	
101-300-512-5730 Program supplies					Dry clean cell blankets
28-7145 Total:		13.00			
28-7734	3/17/2016	25.00	0.00	04/19/2016	
101-300-512-5730 Program supplies					Dry clean cell blankets
28-7734 Total:		25.00			
28-8029	3/24/2016	25.00	0.00	04/19/2016	
101-300-512-5730 Program supplies					Dry clean cell blankets
28-8029 Total:		25.00			
Got Laundry Chicago?, Inc		188.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Great Lakes Coca Cola Distribution					
GREATLAC					
737203865	4/6/2016	328.56	0.00	04/19/2016	
101-210-511-5700	Office supplies				Pop for PD pop machine
	737203865 Total:	328.56			
	Great Lakes Coca Cola Dis	328.56			
Gryphon Training Group					
GRYPHON					
GTG051116	4/6/2016	222.00	0.00	04/19/2016	
101-300-512-5590	Training				Police training
	GTG051116 Total:	222.00			
	Gryphon Training Group T	222.00			
Henry Frerk Sons					
HENRYFRE					
188325	3/31/2016	139.66	0.00	04/19/2016	
660-620-519-5730	Program supplies				Brush, acid, sprayer for Water Dept
	188325 Total:	139.66			
	Henry Frerk Sons Total:	139.66			
HMO Healthcare Service Corporation					
HMO					
031716	3/17/2016	11,144.24	0.00	04/19/2016	
102-000-210-2027	Health insurance premium with				Employee Health Insurance - Apr - 16
	031716 Total:	11,144.24			
	HMO Healthcare Service C	11,144.24			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Holland & Knight LLP					
HOLLAND					
01312016	1/31/2016	12,389.00	0.00	04/19/2016	Retainer - January
101-230-511-5350	Legal - retainer				
01312016 Total:		12,389.00			
3303740	2/12/2016	760.00	0.00	04/19/2016	Purple Hotel Development
101-230-511-5370	Legal - review				
3303740 Total:		760.00			
3303742	2/12/2016	648.00	0.00	04/19/2016	5080 Northshore Zoning
101-230-511-5370	Legal - review				
3303742 Total:		648.00			
3303743	2/12/2016	2,436.50	0.00	04/19/2016	Begyle Brewing zoning
101-230-511-5370	Legal - review				
3303743 Total:		2,436.50			
3303744	2/12/2016	162.00	0.00	04/19/2016	Binny's Beverage Depot
101-230-511-5370	Legal - review				
3303744 Total:		162.00			
3303745	2/12/2016	526.50	0.00	04/19/2016	3455 Albion zoning
101-230-511-5370	Legal - review				
3303745 Total:		526.50			
3303747	2/12/2016	5,813.50	0.00	04/19/2016	UP Abandonment
217-000-517-5399	Other professional services				
3303747 Total:		5,813.50			
3303752	2/12/2016	123.00	0.00	04/19/2016	Litigation
101-230-511-5360	Legal - litigation				
3303752 Total:		123.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
3303753	2/12/2016	2,177.50	0.00	04/19/2016	School District - Non retainer
101-230-511-5370 Legal - review					
	3303753 Total:	2,177.50			
	Holland & Knight LLP Tot	25,036.00			
Home Depot Credit Services					
HOMEDEPO					
001560/8265645	3/1/2016	511.46	0.00	04/19/2016	Spreader, base, tile for Village Hall Floor
101-420-511-5405 R&M - buildings					
	001560/8265645 Total:	511.46			
011385/8013906	3/11/2016	12.97	0.00	04/19/2016	Vinyl matting for Village Hall floor
101-420-511-5405 R&M - buildings					
	011385/8013906 Total:	12.97			
024644/5222480	3/24/2016	250.00	0.00	04/19/2016	Carpet cleaning machine
101-420-511-5530 Equipment Rental					
	024644/5222480 Total:	250.00			
C472131305	3/24/2016	444.00	0.00	04/19/2016	Power scraper for Buildings
101-420-511-5405 R&M - buildings					
	C472131305 Total:	444.00			
W470874338	3/21/2016	649.90	0.00	04/19/2016	Urinals for Shelter
205-430-515-6350 Park Construction & Improvem					
	W470874338 Total:	649.90			
	Home Depot Credit Servic	1,868.33			
IL Municipal Retirement Fund					
ZZIMRF					
040616	4/6/2016	49,645.23	0.00	04/19/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
102-000-210-2023 Employee IMRF withholding					IMRF Employer contribution
040616	4/6/2016	20,833.76	0.00	04/19/2016	
102-000-210-2023 Employee IMRF withholding					IMRF Employee contribution
	040616 Total:	70,478.99			
	IL Municipal Retirement F	70,478.99			
Illinois Section AWWA					
ILSECTIO					
200022868	4/7/2016	170.00	0.00	04/19/2016	
660-610-519-5590 Training					Water distribution Conference
	200022868 Total:	170.00			
	Illinois Section AWWA Tot	170.00			
Impact Networking, LLC					
IMPACT					
612461	2/4/2016	154.25	0.00	04/19/2016	
660-610-519-5340 Maintenance Agreement Expen					Copier - PW
612461	2/4/2016	154.25	0.00	04/19/2016	
205-500-515-5440 R&M - office equipment					Copier - Parks
612461	2/4/2016	154.25	0.00	04/19/2016	
101-000-210-2650 Contractor Permits Payable					Copier - Fire
612461	2/4/2016	406.25	0.00	04/19/2016	
101-210-511-5440 R&M - office equipment					Copier - Finance
	612461 Total:	869.00			
618967	2/19/2016	81.50	0.00	04/19/2016	
101-210-511-5440 R&M - office equipment					Shipping fees and staples for copier
	618967 Total:	81.50			
640001	4/6/2016	154.25	0.00	04/19/2016	
660-610-519-5340 Maintenance Agreement Expen					Copier - Public Works
640001	4/6/2016	154.25	0.00	04/19/2016	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-500-515-5440 R&M - office equipment					Copier - Parks
640001	4/6/2016	154.25	0.00	04/19/2016	
101-000-210-2650 Contractor Permits Payable					Copier - Fire
640001	4/6/2016	406.25	0.00	04/19/2016	
101-210-511-5440 R&M - office equipment					Copier - Finance, Admin
	640001 Total:	869.00			
	Impact Networking, LLC T	1,819.50			
Intl Assoc of Fire Chiefs					
IAFC					
040716	4/7/2016	259.00	0.00	04/19/2016	
101-350-512-5570 Professional associations					Membership dues
	040716 Total:	259.00			
	Intl Assoc of Fire Chiefs To	259.00			
JPMorgan Chase Bank, N.A.					
JPMOR					
JPMC32216	3/22/2016	139.92	0.00	04/19/2016	
101-300-512-5730 Program supplies					Charge for subpoena request
	JPMC32216 Total:	139.92			
	JPMorgan Chase Bank, N.A	139.92			
Khan, Mahmood					
KHANMAHM					
16-4401	4/1/2016	72.50	0.00	04/19/2016	
101-400-511-5210 Animal control					Reimbursement - 50/50 animal control
	16-4401 Total:	72.50			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Khan, Mahmood Total:		72.50			
Landscape Concepts Management					
LANDSCAP					
102251	4/1/2016	2,835.00	0.00	04/19/2016	
205-430-515-5250 Contract Maintenance					Landscaping maintenance - Centennial Park
102251 Total:		2,835.00			
Landscape Concepts Mana		2,835.00			
Meade Electric Company Inc					
MEADELEC					
672460	3/31/2016	846.21	0.00	04/19/2016	
101-440-513-5290 Street lights & traffic signal					Street light repair at various locations
672460 Total:		846.21			
Meade Electric Company I		846.21			
MG Mechanical Service, Inc.					
MGMECH					
60120	4/1/2016	9,150.00	0.00	04/19/2016	
660-620-519-5320 Consulting					Server room addition - PW
60120 Total:		9,150.00			
MG Mechanical Service, In		9,150.00			
North Suburban					
NORTHSUB					
473-89684	4/6/2016	80.22	0.00	04/19/2016	
101-440-513-5480 R&M - vehicles					Mirrors for Sweeper #2

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
		473-89684 Total:			
		80.22			
473-89837	4/7/2016	43.16	0.00	04/19/2016	
101-440-513-5480 R&M - vehicles					Weather strips for Sweeper #2
		473-89837 Total:			
		43.16			
		North Suburban Total:			
		123.38			
O'Leary's Contractor Equip					
OLEARYS					
171199	4/6/2016	106.52	0.00	04/19/2016	
101-440-513-5745 Small tools					Lifting arm, plug for Streets
		171199 Total:			
		106.52			
171796	4/6/2016	1,995.00	0.00	04/19/2016	
660-620-519-5745 Small tools					Bits, steel bit for water
		171796 Total:			
		1,995.00			
171974	4/7/2016	844.00	0.00	04/19/2016	
660-620-519-5745 Small tools					Hose, chaps, edger
		171974 Total:			
		844.00			
		O'Leary's Contractor Equip			
		2,945.52			
Raynor Door Co					
RAYNOR					
164038	4/6/2016	299.99	0.00	04/19/2016	
101-420-511-5405 R&M - buildings					Switch assembly for PW garage door
		164038 Total:			
		299.99			
		Raynor Door Co Total:			
		299.99			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Rush Truck Centers of Illinois, Inc					
RUSHTRUC					
3002173091	4/5/2016	73.08	0.00	04/19/2016	Glass door for Truck #5
101-440-513-5480 R&M - vehicles					
3002173091 Total:		73.08			
Rush Truck Centers of Illin		73.08			
Russo Power Equipment					
RUSSO					
3019642	4/6/2016	778.89	0.00	04/19/2016	Spark plug, blades, small engine parts
205-430-515-5730 Program supplies					
3019642 Total:		778.89			
Russo Power Equipment T		778.89			
Schuham Builder's Supply Inc					
SCHUHAM					
47888	4/4/2016	65.15	0.00	04/19/2016	Door closer for PD
101-420-511-5405 R&M - buildings					
47888 Total:		65.15			
Schuham Builder's Supply		65.15			
Sprayer Depot					
SPRAYDE					
258158	3/9/2016	326.49	0.00	04/19/2016	Water pumps and heat sinks for Sweeper
101-440-513-5480 R&M - vehicles					
258158 Total:		326.49			
Sprayer Depot Total:		326.49			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
T.P.I. Building Code Consultants, Inc.				
TPI				
2015-12	12/31/2016	9,772.50	0.00	04/19/2016
101-240-517-5399				December 2015 - In house
2015-12	12/31/2016	8,232.19	0.00	04/19/2016
101-240-517-5399				December 2015 - Plan Review
2015-12 Total:		18,004.69		
201601	3/31/2016	4,723.00	0.00	04/19/2016
101-240-517-5399				March 2016 - Plan review
201601	3/31/2016	8,677.50	0.00	04/19/2016
101-240-517-5399				March 2016 - In house
201601 Total:		13,400.50		
T.P.I. Building Code Cons		31,405.19		
The Faucet Shoppe				
THEFAUCE				
46234	4/1/2016	124.99	0.00	04/19/2016
101-420-511-5730				Faucet stamps for Fire Dept
46234 Total:		124.99		
The Faucet Shoppe Total:		124.99		
Tru Link Fence				
TRULNKM				
9965	3/30/2016	596.20	0.00	04/19/2016
205-430-515-5730				Wood rails for small parks
9965 Total:		596.20		
Tru Link Fence Total:		596.20		



Proclamation

WHEREAS, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

WHEREAS the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

WHEREAS, it is important for Mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with regional, national and global initiatives; and

WHEREAS, the Metropolitan Mayors Caucus created the Greenest Region Compact 2 to address environmental sustainability issues of global importance at the local level; and

WHEREAS, the Greenest Region Compact 2, also called the GRC2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

WHEREAS, the GRC2 synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

WHEREAS, the GRC2 offers a companion framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to local priorities; and will offer resources to help them succeed; and

WHEREAS, the consensus goals of the Greenest Region Compact 2 will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

NOW, THEREFORE, I GERALD C. TURRY, President of the Village of Lincolnwood along with the Village Board of Trustees, do hereby endorse the **Greenest Region Compact 2** proposed by the Metropolitan Mayors Caucus and agrees to work to achieve them, both in their own communities and in collaboration throughout the region.

DATED this 19th day of April, 2016

ATTEST:

Beryl Herman
Village Clerk

Gerald C. Turry
Village President

2016 New Appointment Economic Development Commission

Genelle Iocca

Request For Board Action

REFERRED TO BOARD: April 19, 2016

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Adopting the Strategic Master Technology Plan for Fiscal Year 2016-17

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Strategic Master Technology Plan is a multi-year blueprint identifying Information Technology (IT) projects to be funded during the planning period. The plan identifies each proposed project to be undertaken, the year in which the project will be initiated, and the amount of money expected to be expended on the project each year. The plan helps the Village Board and staff ensure that decisions on IT projects are made wisely and are well planned. The purpose of the plan is to identify methods to incorporate emerging technologies in Village operations so that services to residents are made in the most efficient means possible. This plan consists of eight strategies that staff believes are essential to achieving the Village Board's Strategic Plan goals and objectives.

The Strategic Master Technology Plan is initially developed, reviewed, and proposed by the IT Committee, which meets on a monthly basis and includes an employee representative from each department. It is then reviewed and recommended to the Village Board by a committee consisting of the Village Manager, the Finance Director, the Assistant Village Manager, Management Analyst, and Clientfirst. The document is a planning document only. By approving this plan, the Village Board is not unilaterally approving expenditures for the items described in the plan. Costs for projects and improvements included in the plan will continue to be included as a part of the Village's budget process and major purchases will continue to be made after Village Board approval. After the plan is approved, the Assistant Village Manager and the IT Committee are responsible for ensuring that all projects are completed on schedule.

The IT initiatives for fiscal year 2016-17 include:

- Document Management
- Expand Citizen Communication Using the Internet
- Expand Audio/Visual Capabilities
- Mobile Worker Connectivity
- Maximize Efficiencies Gained through the Use of Technology
- Utility Technology for Public Safety

- Disaster Recovery Preparedness
- IT Infrastructure Improvements

FINANCIAL IMPACT:

None. All expenditures identified in the plan will be made utilizing the Village's procurement policies and procedures.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Strategic Master Technology Plan for Fiscal Year 2016-17

RECOMMENDED MOTION:

Move to approve a Resolution adopting the Strategic Master Technology Plan for Fiscal Year 2016-17.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-_____

**RESOLUTION ADOPTING THE STRATEGIC MASTER TECHNOLOGY PLAN
FOR FISCAL YEAR 2016-17**

WHEREAS, the Village of Lincolnwood (“Village”) is a home rule municipality located in Cook County, Illinois; and

WHEREAS, the corporate authorities have considered the findings and recommendations of the Village Manager and the Village’s Information Technology consultant ClientFirst for the adoption of the Strategic Master Technology Plan (“the Plan”) for Fiscal Year 2016-17; and

WHEREAS, on February 18, 2016 at the Budget Workshop the Committee of the Whole reviewed and discussed the major technology initiatives for the Fiscal Year 2016-17; and

WHEREAS, the Village will strive to accomplish all strategies and initiatives identified in the Plan while using standard budget processes and purchasing procedures.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village 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 PLAN. The Plan shall be, and is hereby, approved in substantially the form attached to this Resolution as **Exhibit A**.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of April, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of April, 2016.

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

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

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

EXHIBIT A

Fiscal Year 2016-17 Strategic Master Technology Plan



STRATEGIC MASTER TECHNOLOGY PLAN

Proposed for years covering 2016-2019

MAY 1, 2016

Prepared By

The Information Technology Committee and

CLIENTFIRST

TECHNOLOGY CONSULTING

OPTIMAL TECHNOLOGY GUIDANCE

TABLE OF CONTENTS

Introduction..... 3

Purpose..... 3

IT Committee 3

ClientFirst..... 3

Document Management 4

Expand Citizen Communication Using the Internet..... 5

Expand Audio/Visual Capabilities 7

Mobile Worker Connectivity 8

Maximize Efficiencies Gained through the Use of Technology..... 10

Utilize Technology for Public Safety..... 17

Disaster Recovery Preparedness 20

IT Infrastructure Improvements..... 22

Strategic Master Technology Plan Summary Cost Table..... 24

INTRODUCTION

The Strategic Master Technology Plan is a multi-year plan identifying Information Technology (IT) projects to be funded during the planning period. It identifies each proposed project, the year in which the project will be initiated, and the amount expected to be expended on the project each year. The document is a planning tool that fosters a strategic and collaborative approach for IT decision making.

PURPOSE

The purpose of the Plan is to identify methods to incorporate emerging technologies in the Village operations in order to provide services to our residents in the most efficient means possible.

IT COMMITTEE

The purpose of the IT Committee is to advise the Village on professional planning, implementation, evaluation of IT projects and services, and to update the Village's Strategic Technology Plan on an annual basis. Additionally, the committee drafts and recommends an IT budget to the Village Manager. The IT Committee is chaired by the Assistant Village Manager and consists of representatives from each department.

CLIENTFIRST

ClientFirst Technology Consulting has been assisting local governments with innovative technology for many years. Their risk-averse technology planning and services have gained the confidence of many agencies, resulting in long-term business relationships. Their focus is on government technology, business management, and practical applications. ClientFirst has been the principal IT Consultant for the Village since 2004.

DOCUMENT MANAGEMENT

Strategy

Create the capability to electronically store and manage all important documents and blueprints within the Village. The strategy includes scanning capability, indexing, key word searches, and, over time, integration of electronic documents with other systems. The results of implementing this strategy will include reduced time to retrieve Freedom of Information Act requests, improved access to information related to documents, the ability for public safety officers to electronically access building plans and other key documents, and reduced requirements for paper storage space.

Initiative #1

Implement Laserfiche Workflow and Digital Signatures

Benefits

- Streamline document scanning process and increase productivity
- Provide Department Directors with digital signatures for memorandums and letters, eliminating time for printing signing, and rescanning documents
- Increase speed of Laserfiche search capability

Budget Considerations

- Licenses \$10,000
- Consulting \$2,000

Timeline

- 2017/2018 budget year

Initiative #2

Police Department Case File Scanning

Benefits

- Digitize 30 years of retired case file records – Est. 900,000 scans
- Reduce staff time in locating retrieving paper records
- Utilizes existing Laserfiche document management system for record retention

Budget Considerations

- Police Dept Server License \$700
- Consulting \$500
- Contract Scanning \$60,000

Timeline

- 2017/2018 budget year

Strategy	Initiative	Efficiencies Gained	2016/2017	2017/2018	2018/2019	Total
Document Management	Implement Work Flow and Digital Signatures	Streamline processes and reduce staff time		\$12,000		\$12,000
	Police Dept Case File Scanning	Reduce staff time in locating paper records		\$61,200		\$61,200
Totals			\$0	\$73,200	\$0	\$73,200

EXPAND CITIZEN COMMUNICATION USING THE INTERNET

Strategy

Utilize the Internet as a communication method that is available to citizens at all times. Continue to increase website capabilities to include functions that currently may require face-to-face interaction with the Village and, therefore, have limited availability to citizens. This includes event enrollment and payment of fees, licenses, and fines. In addition, enhance information and video access to citizens through the website and provide mechanisms for tracking and managing development projects that require frequent interfaces with Community Development and regulatory oversight.

Initiative #1

Add additional payment options to website

- Vehicle Stickers
- Business licenses
- Police fines
- Other fees
- Phase 1
 - Review potential opportunities to utilize Springbrook 7 (".net") for online payments
 - Depends on Springbrook V7
- Phase 2
 - Implement additional online services
 - Vehicle stickers – Use Springbrook/Accela Licensing Module
 - Business licenses – Use Springbrook/Accela Licensing Module
 - Building permits – Use Springbrook/Accela Land Management Module
- Phase 3
 - Migrate Parking Tickets and False Alarm Fees from E-pay to Springbrook, and other on-line payment options

Benefits

- Additional payment alternatives increase ease of compliance with Village rules and regulations
- Residents are able to make payments at any time even when Village Hall is closed

Budget Considerations

- Phase 1
 - Consulting \$2,500
- Phase 2
 - Software Included with Springbrook/Accela modules in "Maximize Efficiencies Gained through Application Software" Strategy
- Phase 3
 - Software Included with Springbrook/Accela modules in "Maximize Efficiencies Gained through Application Software" Strategy

Timeline

- Phase 1 (Process Review)
 - 2014/2015 budget year - **Complete**
- Phase 2
 - 2016/2017 budget year - **Originally budgeted 2015/2016 – Springbrook/Accela merger delay**
- Phase 3
 - 2017/2018 budget year

Initiative #2

Integrate Citizen Request Management with Springbrook/Accela

- Utilize app technology from Accela’s “PublicStuff” Citizen Request Management (CRM) module
- Replaces 11 year old E-gov online service request system
 - New CRM service requests are location-based using GPS on a mobile phone
- GIS Consortium partnership with 14 municipalities working to create a regional 3-1-1 center

Benefits

- Provides residents quick and easy access to Village events, meetings, email notifications, and frequently asked questions from their smart phone
- Provides an alternative to Village website for accessing online information
- New CRM software is easier to use for staff and mobile optimized so that service requests can be resolved in the field in a paperless process
- Enhance reporting capability

Budget Considerations

- CRM Mobile App subscription fee - \$4,200
- GIS Consortium Facilitation fee - \$3,300

Timeline

- 2016/2017 budget year

Strategy	Initiative	Efficiencies Gained	2016/2017	2017/2018	2018/2019	Total
Expand Citizen Communications	Add additional payment options to website	Ease of access for residents	N/A – See Maximize Efficiencies through the Use of Technology			\$0
Expand Citizen Communications	Implement Mobile App	Increased response time to service requests and enhanced citizen communication	\$7,500			\$7,500
Totals			\$7,500	\$0	\$0	\$7,500

EXPAND AUDIO/VISUAL CAPABILITIES

Strategy

Maintain an equipment replacement plan that improves the overall quality of Village audio/visual productions and enhances the existing Public, Educational, Government (PEG) broadcast system. Funding is provided by PEG Capital Fee revenue received from Comcast, AT&T U-Verse, and RCN. The strategy also provides for enhanced audio/visual capabilities for employee training, the Emergency Operations Center, and citizen communication.

Initiative #1

Replace Video Broadcast System and Add Cameras

- o Video System 10 years old and end of life
- o System has experienced broadcast failures
- o Additional cameras required for additional angles of view

Benefits

- Video quality upgrade
- Reduce amount of equipment in video room
- Add two cameras for improved viewing angles
- Reliable broadcasting ability
- Video conferencing

Budget Considerations

- Hardware and Consulting \$100,000

Timeline

- 2015/2016 budget year – Request for Proposal Process
- 2016/2017 budget year – Implementation

Strategy	Initiative	Efficiencies Gained	2016/2017	2017/2018	2018/2019	Total
Mobile Worker Connectivity	iPad for Court Packets	Reduce paper	Paid for in FY 2015/16			\$0
Totals			\$0	\$0	\$0	\$0

MOBILE WORKER CONNECTIVITY

Strategy

Develop electronic mobile worker connectivity capabilities to improve communications with employees in the field and working from remote locations. The ability to remotely access calendars, appointment books, work orders, and other information improves productivity and customer service by reducing the amount of time spent commuting between Village facilities to update systems and retrieve future assignments.

Initiative #1

Utilize Tablets for Court packets

- Create pilot program for the replacement of paper evidence and documentation with iPads

Benefits

- Reduces paper creation
- Simplifies transportation of evidentiary material to court
- Easier reference retrieval
- Reduces Police Officer time when traveling with multiple court packets
- Reduces time for the Records Clerk in preparing court packets each day

Budget Considerations

- Hardware \$4,500

Timeline

- 2014/2015 budget year – Delayed by Cook County
- 2015/2016 budget year – Pilot program using iPads and Laserfiche Mobile
- 2016/2017 budget year – Pilot program using iPads and Laserfiche Mobile
- 2017/2018 budget year – Purchase 10 iPads or equivalent tablet computer

Initiative #2

Foreman Mobile Service Request Processing

- Provide Public Works Foremen with the ability to access and process work orders and JULIE requests in the field

Benefits

- Increase efficiency of obtaining and closing out work orders and JULIE locate tickets
- Provide the Foremen with more time in the field rather than the office
- Easier retrieval of historical information and other documents while in the field

Budget Considerations

- Hardware \$1,800

Timeline

- 2016/2017 budget year

Initiative #3

Mobile Device Management

- Manages Bring Your Own Device (BYOD) at work
- Manage and secure employee's mobile devices that are deployed across multiple mobile service providers and operating systems
- Includes Village-owned devices

Benefits

- Improved security
- Identification of mobile devices causing disruptions on the Village’s network
- Push out updates to Village iPads and other Village-owned devices

Budget Considerations

- Software \$12,500

Timeline

- 2016/2017 budget year

Strategy	Initiative	Efficiencies Gained	2016/2017	2017/2018	2018/2019	Total
Mobile Worker Connectivity	iPad for Court Packets	Reduce paper		\$4,500		\$4,500
	Foreman Mobile Service Request Processing	Reduce Paper; faster response times for resolving service requests	\$1,800			\$1,800
	Mobile Device Management	Increased security, remote management	\$12,500			\$12,500
Totals			\$14,300	\$4,500	\$0	\$18,800

MAXIMIZE EFFICIENCIES GAINED THROUGH THE USE OF TECHNOLOGY

Strategy

The Village utilizes and maintains many software applications; some, such as Springbrook (owned by Accela) and New World (owned by Tyler Technologies, are Enterprise Resource Planning (ERP) programs and are used by several departments thus gaining efficiencies and leveraging the economies of scale. All software applications should be considered important Village assets and the Village must strive to fully utilize these applications through training, upgrades, business process reviews, and other means. In addition, as new areas for automation are identified, the Village should review existing software applications and vendors to determine if additional modules are available for integration with the existing systems before selecting a new third party product. Consolidating and centralizing software applications is the overall goal.

Continue to implement processes and software solutions that improve the productivity of IT and Village staff. Such systems include automated network management systems, automated desktop patching, remote access solutions, work order processing, and preventative maintenance systems. Standardizing hardware and software update processes will improve productivity by reducing system downtime and providing staff with the cost-effective, up-to-date software. A regular hardware replacement and software update schedule spreads costs out over time.

Initiative #1

Standardize purchasing cycles

- Desktop replacements on four-year cycle for all departments
 - Purchase identical models for as many years as possible
- Evaluate laptop replacements beginning at year four
 - Vehicle laptops
 - Department Directors and Deputies/Assistants
 - Village Board tablets to be replaced on a four-year cycle
- Server replacements on five-year cycle
 - Leverage server virtualization when possible
- Network equipment replacement on seven-year cycle
 - Investigate potential resale of obsolete IT equipment
- In-car video cameras on a five year cycle
- Cellular phones on a two-year cycle
- Surveillance Cameras and Equipment on a seven-year cycle

Budget Considerations

- 2016/2017
 - Hardware/software \$21,000
 - Consulting \$5,000
- 2017/2018
 - Hardware/software \$55,000
 - Consulting \$10,500
- 2018/2019
 - Hardware/software \$55,000
 - Consulting \$10,500

Timeline

- Each budget year

Benefits

- Up-to-date hardware and software
 - Reduces maintenance and repair costs

- Reduces downtime and equipment failures
- Ensures compatibility and performance with new software versions
- Improves staff productivity over slower, poor performing hardware

Initiative #2

Upgrade to Springbrook Version 7.17

Benefits

- Enables the Village to utilize all recent enhancements in the Springbrook software suite
- Utilizes the mainstream, readily supported Microsoft SQL Server database
- Improves speed, performance, and functionality of the current Springbrook system

Budget Considerations

- Software N/A – Included with 2014 Migration to 7
- Training \$4,000
- Consulting \$1,000

Timeline

- 2016/2017 budget year - **Originally budgeted 2015/2016 – Springbrook/Accela merger delay**

Initiative #3

Implement Payroll Entry Electronic Workflow and Employee Self Service

- Allows for electronic timesheets and approval workflow within Springbrook
- Allows employees access to their payroll history and benefit data

Benefits

- Reduces paper usage and improves productivity
- Reduces redundant data entry
- Employees have access to payroll and benefit data, reducing inquiries to Administration

Budget Considerations

- Software/training \$7,900

Timeline

- 2016/2017 budget year - **Originally budgeted 2015/2016 – Springbrook/Accela merger delay**

Initiative #4

Paperless Check Request and Purchase Order

- Allows electronic purchase orders and check requests and approvals within Springbrook

Benefits

- Reduces paper usage and improves productivity
- Reduces redundant data entry

Budget Considerations

- Software/training \$3,500

Timeline

- 2016/2017 budget year - **Originally budgeted 2015/2016 – Springbrook/Accela merger delay**

Initiative #5

Implement Springbrook Applicant Tracking

- Allows for online applications, management of applications and posting open positions
 - Integrates applicant tracking with Springbrook Human Resources Module
 - Improves applicant tracking processes
 - Reduces need for paper processes
 - Allows seasonal employees to apply and be on-boarded in advance of the season

Budget Considerations

- Software/training \$6,960

Timeline

2016/2017 budget year - **Originally budgeted 2015/2016 – Springbrook/Accela merger delay**

Initiative #6

Implement Springbrook Integration with New World Parking Tickets and Adjudication Parking Tickets

Benefits

- Eliminates double entry of parking ticket data from tickets—currently parking tickets are entered into New World and then re-entered into Springbrook
- May be achievable due to Public Safety E-Ticketing Initiative completed in fiscal year 2015/17

Budget Considerations

- 2016/17 Budget Year
 - Consulting - \$5,000
- 2017/18 Budget Year
 - Implementation – Based on results of study

Initiative #7

Implement Accela Land Management Suite

- Automated notification of permit status for residents/contractors
- Enhanced application access in the field using a mobile app
- Digital zoning review application
- Automated workflow
- Online Permit Fee estimate
- Pay Permits online

Benefits

- Permit applicants stay up to date on permit processes
- Permit applicants can access permit process outside of office hours
- Online permit payments
- Reduction in use of paper

Budget Considerations

- 2016/17 Budget Year
 - Installation Services - \$18,000
 - Subscription Costs (first six months) - \$2,750
 - Consulting - \$2,500

Timeline

- 2016/17 Budget year

Initiative #8

Implement Accela Licensing Suite

- Migrate 9,000 Village Vehicle Stickers from Excel to Accela Licenses Module
- Integrates management of vehicle licenses into the Village's license and permit workflow
- Provides online payment of vehicle stickers, business licenses, and other licenses
- Streamlines the vehicle sticker process and improves customer service
- Provides reporting capabilities, GIS integration, and other benefits that streamlines the vehicle sticker process and improves customer service
- Data is more easily shared between users and departments than using an excel spreadsheet
- Easier auditing capability

Benefits

- Online Payments
- Automated workflow
- Enhanced reporting

Budget Considerations

- 2016-17 Budget Year
 - Installation Services - \$20,000
 - Subscription Costs (first six months) - \$2,750
 - Consulting - \$2,500

Timeline

- 2016/17 Budget year
 - **Vehicle stickers and online payments originally budgeted 2015/2016, but delayed due to Springbrook/Accela Merger**
 - **Now repackaged into Accela Licensing Module**

Initiative #9

Upgrade Fuel Tank Management Software

- Replaces 10-year old fuel software in Public Works Maintenance Garage

Benefits

- Enhanced reporting capabilities
- Easier-to-use interface
- Replaces antiquated dot-matrix printer with contemporary printing capability
- Host on server to backup data

Budget Considerations

2016/17 Budget Year - \$1,500

Initiative #10

Migrate to RecTrac 3.1

- Not a routine upgrade, this will be the equivalent to new software implementation
- Required by RecTrac Hosting Subscription
- True Cloud service with browser-based software
 - Some aspects of current "cloud" service still resides on Village servers and computers

Benefits

- Cloud service to reduce IT support needs
- Contemporary design and flexible intuitive user experience
- Can fit on any screen size/resolution

- Can operate on ipads and tablets
- Customizable point-of-sale options, reducing learning curve for seasonal staff
- More dynamic and flexible custom reporting options
- Customizable in-application messaging options, instructing seasonal staff on responses to customers (i.e. "please inform the customer to wait and check with your supervisor, etc.")

Budget Considerations

2016/17 Budget Year

- Software Migration, Training, and Travel - \$8,000
- Consulting Time - \$4,600

Initiative #11

Grant Management Software

- Templates for Grant Applications
- Track grant application deadlines
- Searchable database of grant applications

Benefits

- Increase chances of grant awards
- Potential increase in Village receiving grants
- Increase revenue

Budget Considerations

2016/17 Budget Year

- Software - \$6,500

Initiative #12

Implement Accela Asset Management Suite

- Centralized location for Public Works management of land, structures, and facilities
- Track life cycles
- Integrated with General Ledger

Budget Considerations

2017/18 Budget Year

- Implementation Services - \$8,000
- Subscription Costs - \$4,200
- Consulting - \$2,500

Initiative #13

Implement Springbrook Extended Budget Module

- Incorporates Budget Development Process into Springbrook

Benefits

- Provides unlimited revisions and entries
- Enables documentation and justifications within the budgets
- Provides all budgetary information, including what is budgeted, their descriptions, and what is actually spent, in a centralized location
- Eliminates current use and maintenance of draft financial information in Excel

Budget Considerations

- 2017/18 Budget Year
 - Software/training \$7,500

Strategy	Initiative	Efficiencies Gained	2016/2017	2017/2018	2018/2019	Total
Increase Productivity	Standardize Purchasing Cycles	Amortize Annual Costs; Hardware current releases	\$26,000	\$65,500	\$65,500	\$157,000
Software Efficiencies	Upgrade to Springbrook Version 7.17	Move to SQL Database and additional enhancements	\$5,000			\$5,000
	Implement Payroll Entry Electronic Workflow and Employee Self Service	Reduces paper usage and provides benefit information to employees	\$7,900			\$7,900
	Paperless Check Request and Purchase Order	Reduces paper usage	\$3,500			\$3,500
	Implement Springbrook Applicant Tracking	Improves applicant tracking processes; reduces paper	\$6,960			\$6,960
	Implement Extended Budget Module	Eliminates current use of maintaining finance data in spreadsheets; centralizes data and access		\$7,500		\$7,500
	Fuel Tank Management Software Upgrade	Enhanced reporting and data backups	\$1,500			\$1,500
	Land Management Module	Online payments and enhance customer service	\$23,250			\$23,250

	License Management Module	Online payments and enhance customer service	\$25,250			\$25,250
	Asset Management Module	Centralized asset data integrated with General Ledger		\$14,700		\$14,700
	Migrate to RecTrac 3.1	Reduced support costs and improved user experience	\$12,600			\$12,600
	Grant Management Software	Increase chance of grant awards and revenue	\$6,500			\$6,500
	Springbrook Integration with New World and DACRA for Parking Tickets	Increases staff productivity; Eliminates double entry	\$5,000	TBD		\$5,000
Totals			\$123,460	\$87,700	\$65,500	\$276,660

UTILIZE TECHNOLOGY FOR PUBLIC SAFETY

Strategy

Expand the use of audio, video, and wireless technology to improve public safety, document specific events, and monitor critical Village assets. Improvements in video compression algorithms and integration with wireless access will provide the ability of the Village to transmit video signals in an untethered manner between Village Hall and remote locations or vehicles within the Village. This video can then be used to document events, provide training opportunities, or monitor Village assets.

Initiative #1

Integrate access to non-Village video feeds into E-911 Center

- Would allow access to retailers, banks, etc.
- Other public agencies

Benefits

- Improved public and officer safety through increased visibility of an incident while responding and on the scene

Budget Considerations

- Hardware/software/training \$14,000

Timeline

- 2017/2018 budget year

Initiative #2

Add voice recognition software to squads

- Allows entry of text in New World RMS without typing
- Reduces need to look away from driving to accept commands

Benefits

- Will improve officer safety by reducing the need to look at the mobile data terminal to enter commands

Budget Considerations

- Phase 1 - Pilot
 - Hardware/software \$5,000
 - Consulting \$1,000
- Phase 2
 - Hardware/software \$12,000 to \$15,000
 - Consulting \$1,000 to \$2,500

Timeline

- Phase 1
 - Must follow e-ticketing
 - 2017/2018 budget year
- Phase 2
 - 2018/2019 budget year

Initiative #3

Implement Tablet for Detectives

- For undercover operations
- Windows Mobile Toughbook tablet

Benefits

- Will provide remote access to New World and other applications for Detectives to view and enter data in a vehicle and on-foot

Budget Considerations

- Phase 1 - Pilot
 - Hardware/software \$2,000
 - Consulting \$500

Timeline

- 2016/2017 budget year

Initiative #4

Cook County – New World Interface for Ticketing

Benefits

- Eliminates double entry of tickets

Budget Considerations

Hardware/software \$22,000

Timeline

- 2017/2018 budget year

Initiative #5

Expand E-ticketing to parking tickets and Ordinance violations

Benefits

- Improve accuracy of information
- Eliminate data entry of tickets into New World
- May allow for integration with DACRA (Adjudication software) and Springbrook

Budget Considerations

- Hardware/software \$10,000

Timeline

- 2017/2018 budget year

Initiative #6

Cook County – New World Integration for Fingerprinting (Livescan)

Benefits

- Eliminate double entry of data

Budget Considerations

- Phase 1 - Pilot
 - Hardware/software \$19,000

Timeline

- 2017/2018 budget year

Strategy	Initiative	Efficiencies Gained	2016/2017	2017/2018	2018/2019	Total
Utilize Technology for Public Safety	Integrate non-Village video	Reduced Emergency Response Time		\$14,000		\$14,000
	Voice recognition software to squads	Improved safety – eyes on the road		\$6,000	17,500	\$23,500
	Tablet for Detectives	Accessible data while undercover	\$2,500			\$2,500
	Cook County Interface for Ticketing	Eliminate Double Entry		\$22,000		\$22,000
	E-ticketing for Parking Tickets	Improve accuracy		\$10,000		\$10,000
	Cook County Interface for Fingerprinting	Eliminate Double Entry		\$19,000		\$19,000
Totals			\$2,500	\$71,000	\$17,500	\$91,000

DISASTER RECOVERY PREPAREDNESS

Strategy

In order to protect Village electronic information and provide staff with such information should the server rooms become unusable, the Village must develop IT Disaster Recovery (DR) capabilities. These capabilities should include, at a minimum, the ability to transfer information technology services from Village Hall to Public Works and, should both buildings become unusable, to a remote location isolated from a potential threat. Plans call for remote access to systems by Village staff should facilities be unavailable.

Initiative #1

- Backup Power Supplies at Aquatic Center and Community Center
 - Facilities are not on generator

Benefits

- Improve protection of critical systems from shut-offs during extended power outages

Budget Considerations

- Hardware/software \$15,000
- Consulting \$2,500

Timeline

- 2017/2018 budget year

Initiative #2

- Improve Uninterruptable Power Supply (UPS) capabilities – PD Computer Room and Village Hall Computer Room
 - Implement improved backup power capabilities for the Village’s two main computer rooms
 - Currently many small UPS devices are used

Benefits

- Enables all equipment in PD and Village Hall Computer Rooms to function after a loss of building power
- One dedicated backup power supply system saves space and wear and tear on network equipment

Budget Considerations

Village Hall

- Hardware/software \$13,000
- Consulting \$2,000

Police Department

- Hardware/software \$44,000
- Consulting \$2,000

Timeline

- 2016/2017 budget year – Village Hall Server Room
- 2017/2018 budget year – Police Department Server Room

Initiative #3

- Replicate Village phone system and install at Public Works Server Room
 - Expand phone capabilities at Public Works to handle call volume identical to Village Hall

Benefits

- Improved ability to function at Public Works when connectivity fails
- Improved Disaster Recovery capability should Village Hall become unavailable
- Phone System upgrades can take place without interrupting calls

Budget Considerations

- Hardware/software \$15,000
- Consulting \$5,000

Timeline

- 2016/2017 budget year

Strategy	Initiative	Efficiencies Gained	2016/2017	2017/2018	2018/2019	Total
Disaster Recovery Preparedness	Backup Power Supplies at Aquatic Center and Community Center	Maintain Operations and Protect Equipment During Power Outages		\$17,500		\$17,500
	Implement improved UPS capabilities – Police and Village Hall Computer Rooms	Maintain Operations and Protect Equipment During Power Outages	\$15,000	\$46,000		\$61,000
	Replicate Village phone system and install at Public Works Server Room	Able to Handle Increased Call Volume; Reduced downtime for phone system maintenance	\$20,000			\$20,000
Totals			\$35,000	\$63,500	\$0	\$98,500

IT INFRASTRUCTURE IMPROVEMENTS

Strategy

As dependence on the data network expands additional improvements in-core infrastructure and facilities should be undertaken to further improve overall systems reliability.

Initiative #1

Connect the Public Works Facility and the Pumphouse with fiber optics

- o After Union Pacific ROW is purchased, utilize ROW for most of fiber path
- o Replace less-reliable wireless connection
- o Increase available bandwidth and reduce outages between sites
- o Consistent with IT infrastructure of neighboring municipalities

Benefits

- Replace wireless systems between sites with high availability, high speed fiber connectivity
- Provide reliable security video feeds and SCADA connections
- Saves \$5,000 annually in AT&T circuit costs
- TIF Fund Supported

Budget Considerations

• Planning/Design	\$20,770
• Construction	\$145,415
• Project Management	\$14,541

Timeline - 2016/2017 budget year

Initiative #2

Connect the Public Works Facility and the Standpipe with fiber optics

- o After Union Pacific Right-of-Way (ROW) is purchased, combine project with Public Works Yard Expansion Phase III to reduce construction costs
- o Replace less-reliable wireless connection
- o Increase available bandwidth and reduce outages between sites
- o Consistent with IT infrastructure of neighboring municipalities

Benefits

- Replace wireless systems between sites with high availability, high speed fiber connectivity
- Provide reliable security video feeds and SCADA connections
- Saves \$5,000 annually in AT&T circuit costs
- TIF Fund Supported

Budget Considerations

• Planning/Design	\$8,530
• Construction	\$43,607
• Project Management	\$4,300

Funds included in NEID Public Works Yard Expansion Project

Timeline - 2017/2018 budget year

Strategy	Initiative	Efficiencies Gained	2016/ 2017	2017/ 2018	2018/ 2019	Total
IT Infrastructure	Connect Public Works Facility to Pumphouse with Fiber	Increase reliability security video, reduce AT&T costs	\$180,726			\$180,726
	Connect Public Works Facility to Standpipe with Fiber	Increase reliability security video, reduce AT&T costs		\$56,437		\$56,437
Totals			\$180,726	\$56,437	\$0	\$237,163

STRATEGIC MASTER TECHNOLOGY PLAN SUMMARY COST TABLE

Strategy	FY 2016-17	FY 2017-18	FY 2018-19	Total
Document Management		\$73,200		\$73,200
Expand Citizen Communication Using the Internet	\$7,500			\$7,500
Mobile Worker Connectivity	\$14,300	\$4,500		\$18,800
Maximize Efficiencies Gained through the Use of Technology	\$116,960	\$87,700	\$65,500	\$270,160
Utilize Technology for Public Safety	\$2,500	\$71,000	\$17,500	\$91,000
Disaster Recovery Preparedness	\$35,000	\$63,500		\$98,500
IT Infrastructure Improvements	\$180,726	\$56,437		\$237,163
GRAND TOTAL	\$363,486	\$356,337	\$83,000	\$802,823

Request For Board Action

REFERRED TO BOARD: April 19, 2016

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Updating the Designation of the Village's Delegate and Alternate Delegate to the Northeastern Illinois Public Safety Training Academy Board of Directors

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village of Lincolnwood is a member of the Northeastern Illinois Public Safety Training Academy (NIPSTA) which is located in Glenview, Illinois. NIPSTA was established by local governments and public agencies in northeastern Illinois to foster joint and cooperative provision of instructional, training, and research programs on public safety issues of mutual concern.

Each member of NIPSTA must select one delegate and one alternate delegate to serve on the NIPSTA Board of Directors.

The Village desires to appoint the Director of Public Works as its primary delegate to the NIPSTA Board of Directors, and to appoint the Village Manager as its alternate delegate to the NIPSTA Board of Directors.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution

RECOMMENDED MOTION:

Move to approve the Resolution updating the designation of the Village's delegate and alternate delegate to NIPSTA.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-_____

A RESOLUTION UPDATING THE DESIGNATION OF THE VILLAGE'S DELEGATE AND ALTERNATE DELEGATE TO THE NORTHEASTERN ILLINOIS PUBLIC SAFETY TRAINING ACADEMY BOARD OF DIRECTORS

WHEREAS, the Village is a member of the Northeastern Illinois Public Safety Training Academy (“*NIPSTA*”) in Glenview, Illinois, an agency established by numerous units of local government and public agencies in northeastern Illinois to foster joint and cooperative provision of instructional, training, and research programs on public safety issues of mutual concern; and

WHEREAS, each member of NIPSTA must select one delegate and one alternate delegate to serve on the NIPSTA board of directors; and

WHEREAS, the members of NIPSTA have determined that each member should appoint delegates to the NIPSTA board of directors by position, and not by appointing specific individuals; and

WHEREAS, the Village desires to appoint its Director of Public Works as its delegate to the NIPSTA board of directors, and to appoint its Village Manager as its alternate delegate to the NIPSTA board of directors; and

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

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

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

SECTION 2. DESIGNATION OF DELEGATES. The Village President and Board of Trustees hereby appoints as the Village of Lincolnwood’s delegates to the NIPSTA board of directors: (a) the position of Village Director of Public Works, as primary Village delegate; and (b) the position of Village Manager, as alternate Village delegate.

SECTION 3. EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Village Council.

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2016.

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

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

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

#40430114_v1

Request For Board Action

REFERRED TO BOARD: April 19, 2016

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution to Award a Proposal and Approve a Contract with KGI Landscaping Company of Skokie, Illinois for Landscaping Maintenance within the Village in the Amount of \$36,000

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Public Works Department's Parks and Building Division is responsible for landscape maintenance of numerous public areas within the Village. During the FY 2016/2017 Budget Workshop staff presented a request to engage a contractor to perform landscape maintenance for certain public areas currently maintained by in-house staff. The justification for the request was that the Division lacks the staffing and subsequently the horticultural expertise to adequately maintain the medians, swimming pool and planting beds throughout the Village. Public Works strives to have a consistent and timely landscape maintenance schedule but it is often interrupted due to a lack of staffing. Public Works must prioritize its maintenance schedule and thus, the visual appearance of the public landscaped areas suffers. At the Budget workshop the Village Board endorsed the recommendation by staff to include funds for contractual maintenance within the FY 2016/2017 budget.

On March 10, 2016 a notice advertising a Request for Proposals ("RFP") for landscape maintenance was published in the *Lincolnwood Review* and the *Dodge Report*. In addition, RFP packages were provided to 17 contractors. A mandatory pre-bid meeting was held on March 22, 2016 in which seven contractors attended. On April 6, 2016 three sealed proposals were received. The table found below displays the proposals received.

Vendor	Total Contract Price
KGI Landscaping Company	\$36,000
Andy Pollina and Sons	\$44,970
On the Green Solutions	\$49,831

The lowest responsible vendor, meeting all RFP specifications, is KGI Landscaping Company ("KGI Landscaping"). Upon checking their references some neighboring communities noted that while KGI Landscaping met the qualifications outlined within each of their respective contracts they did note that at certain times within their contractual period they found that employees of KGI were not wearing the necessary personal protective equipment for the job and that their vehicles were not always identified with the company name. Staff asked that the contractor sign supplemental terms to the contract agreeing that safety equipment will be worn and that KGI Landscaping vehicles will be marked accordingly. The executed addendum to the contract is found within the documents attached.

The Department's Parks & Buildings Division is currently responsible for maintaining the following landscaped areas, those in bold will be contracted.

Medians	Municipal Facilities	Parks	Planting Beds
Lincoln Ave.	Aquatic Center	Proesel Park	Madeline's Garden
Crawford Ave.	Municipal Complex	11 Satellite Parks	Kostner & Morse
Touhy Ave.	Public Works		Lincoln Ave. Sign
Spaulding Ave.	Pumping Station		
Cicero Ave.			
Lincolnwood Dr.			
Greenleaf Ave.			

Maintenance will include Spring and Summer clean-up, weekly weeding, trimming, edging, weed control and fertilization application. All work will be overseen by a certified horticulturist. Work will be completed from May 1st through November 15th.

FINANCIAL IMPACT:

A total of \$40,000 in Funds for landscape maintenance has been requested in the FY 2016/2017 budget. Funds for the project are divided as follows: \$12,000 Parks and Maintenance budget, \$8,000 Aquatic Center budget and \$20,000 in the Streets Maintenance budget.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Bid Proposal and Contract
3. Supplemental Terms to the Contract

RECOMMENDED MOTION:

Move to approve a Resolution approving a contract with KGI Landscaping Company of Skokie, Illinois for landscape maintenance within the Village.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-_____

**A RESOLUTION APPROVING A CONTRACT
WITH KGI LANDSCAPING CO., OF SKOKIE, ILLINOIS,
FOR LANDSCAPING MAINTENANCE SERVICES**

WHEREAS, the Village sought bids for the award of a contract for the provision of landscaping maintenance services for various Village-owned properties during Fiscal Year 2017 (“*Contract*”); and

WHEREAS, KGI Landscaping Co., of Skokie, Illinois (“*KGI*”), was the low responsible and responsive bidder of the firms that submitted bid packages to the Village for the Contract; 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 Contract with KGI;

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 KGI 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 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 KGI; 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 will, at the option of the President and Board of Trustees, be null and void; and provided further that the Village Manager and the Village Clerk are hereby directed not to execute or attest the Contract prior to May 1, 2016.

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 _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2016.

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

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

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

#35575092_v1

EXHIBIT A
CONTRACT

VILLAGE OF LINCOLNWOOD
REQUESTS FOR PROPOSALS

OWNER:

Village of Lincolnwood ("**Village**")
6900 N. Lincoln Avenue
Lincolnwood, Illinois 60712

The Village will receive sealed proposals for the work generally described as follows:

Maintenance of median, Village Hall Campus, and Aquatic Center landscaping to include services such as mowing, weeding, fertilization, and spring and fall clean up. ("Work")

INSTRUCTIONS TO BIDDERS

Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. All proposals shall be accompanied by a cashier's or certified check, in form and from a surety satisfactory to the Village, in an amount equal to at least ten percent of the Total Contract Price named in the Schedule of Prices section of the Contract/Proposal form. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternative bids unless called for, or that contain irregularities of any kind may be rejected.

Mandatory Pre-Bid Meeting

A **mandatory** pre-bid meeting will be held at **10:00 am in the Council Chambers at the Lincolnwood Village Hall (6900 N. Lincoln Avenue) on Tuesday, March 22, 2016** to provide bidders with the opportunity to view the job sites. The Village will reject proposals from any bidders who do not attend this meeting.

Clarifications

The Village reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All bidders or prospective bidders will be informed of said clarifications, corrections, or changes.

All questions regarding the Request for Proposals should be provided to Andrew Letson, Assistant to the Public Works Director via e-mail (aletson@lwd.org) **no later than 4:00 p.m. on March 31, 2016**. Responses will be compiled in a single document and provided to all plan holders.

Delivery of Proposals

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened. **Proposals are due to the Administration Department at 6900 N. Lincoln Avenue, Lincolnwood, Illinois 60712 no later than 10:00 a.m. on Wednesday, April 6, 2016.**

References

Bidders shall provide five (5) references, at least three (3) of which should be municipalities, for whom the Bidder has recently completed similar work. Bidders shall provide a contact person, phone number, and e-mail address for each reference.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, the Village may demand correction of any deficiency and accept the deficiently

prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

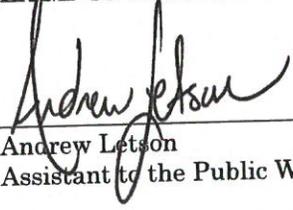
The Village reserves the right to accept the proposal that is in its judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by the Village, the successful Bidder's proposal, together with the Village's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

DATED this 7th day of March, 2016.

VILLAGE OF LINCOLNWOOD

By: _____


Andrew Letson
Assistant to the Public Works Director

VILLAGE OF LINCOLNWOOD
CONTRACT/PROPOSAL FOR THE
MAINTENANCE OF LANDSCAPING

Full Name of Bidder KGI Landscaping Co. ("Bidder")
Principal Office Address P.O. Box 265 Skokie, IL 60076
Local Office Address _____
Contact Person Gabriel Hostalet Telephone Number 847-675-4221

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. _____ [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 maintenance of landscaping as described in Attachment A (Specifications) at the locations described in Attachment B (Work Sites) ("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 as determined by combining the figures outlined in the table below.

Location	Annual Cost
Medians	
Lincoln Ave (pre-reconstruction)	\$ 6,000
Lincoln Ave (post-reconstruction)	\$ 9,000
Crawford Ave	\$ 7,000
Touhy Ave	\$ 4,000
Village Hall Campus	\$ 10,000
Aquatic Center	\$ 9,000

Item	Estimate Quantity	Price Per Occurrence	Total
Watering	78	\$ 260	\$ 20,280

TOTAL CONTRACT PRICE (in writing):

Sixty five thousand two hundred ^{eighty} Dollars and zero Cents

TOTAL CONTRACT PRICE (in figures):

\$65,280 Dollars and 0 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 within 30 days of receipt and approval of an invoice. Invoices shall be provided on a monthly basis between April 1 and November 30 of each year. Payments shall be determined by equally dividing the annual cost of the contract by eight.

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 on May 1, 2016 provided Bidder shall have furnished to the Village 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 in the schedule outlined in Attachment A (Specification) ("**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.

This contract shall expire on December 31, 2016. The Village and the Bidder may, by mutual written consent provided no later than 30 days before the expiration of this Contract or a subsequent extension, renew the Contract for up to four (4) additional one year terms. In the event this Contract is extended, the Bidder may increase the prices for services performed under the

extended Contract by giving written notice to the Village. The increase shall not exceed the annual average increase in the Chicago Consumer Price Index for all urban consumers, as determined by the U.S. Bureau of Labor Statistics, for the previous 12 month period. Only one increase shall be allowed during any extension period.

4. Financial Assurance

A. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates 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.

B. 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.

C. 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 any 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.

Work associated with this contract is not subject to the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

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.

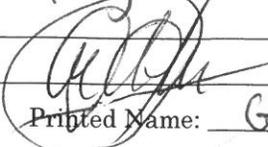
H. Amendments and Modifications. No amendment or modification to this Contract/Proposal shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted,

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

Bidder's Name: KGI Landscaping Co

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 

(corporate seal)
(if corporation) Printed Name: Gabriel Hostalet

Title/Position: President

Bidder's Business Address: P.O. Box 265 Skokie, IL 60076

Bidder's Business Telephone: 847-675-4221 Facsimile: 847-679-4221

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

NAME	TITLE	ADDRESS
Gabrie Hostalet	President	8864 E. Prairie Rd Skokie, IL 60076
Gabriel Hostalet	Vice President	8864 E. Prairie Rd Skokie, IL 60076
Gabriel Hostalet	Secretary	8864 E. Prairie Rd Skokie, IL 60076

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.

DATED this 7th day of March, 2016.

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)

Lincolnwood Aquatic Center (7055 N. Kostner Avenue)

Spring Cleanup (Completed by May 15)

1. Remove refuse, leaves, and branches from all landscape areas
2. Trim Wintercreeper groundcover to proper height
3. Edge bed lines for soft clean curves
4. Line trim around beds to maintain clean bed lines
5. Cut down perennials
6. Trim shrubs for healthy growth and maintain with space allowed
7. Remove or cut weed trees in beds
8. Pull weeds in beds
9. Rake existing mulch to create a fresher look. Evaluate beds to determine if more mulch is needed (additional mulch requires approval of the Public Works Director or representative).
10. Fertilize shrubs and perennials for healthier growth and more blooms

Summer Maintenance (May 15-August 31)

1. Bed Maintenance

Maintain beds within the pool area and around the three buildings. Visit the site once per week to perform the services listed below.

 - a. Pull weeds in beds (chemical weed killers may not be used)
 - b. Trim shrubs and perennials. Dead head perennials to help new growth and maintain a healthy presentation
 - c. Edge bed lines for soft, clean lines
2. Trim Evergreen Shrubs
 - a. Trim evergreen shrubs in July to maintain an aesthetically pleasing shape
3. Trim Deciduous Shrubs
 - a. Trim deciduous shrubs in the month of June and July to maintain an aesthetically pleasing shape
4. Trim Groundcover
 - a. Trim groundcover monthly to maintain within beds and ensure a lack of infringement on other plant growth

Fall Cleanup

1. Clean up leaves in beds and on hard surfaces
2. Pick up branches and cut dead wood in shrubs
3. Cut back perennials and remove annuals
4. Blow all hard surfaces clean
5. Fertilize annual and perennial beds to promote growth

Village Hall Campus*

Spring Cleanup (Completed by May 15)

1. Remove refuse, leaves, and branches from all landscape areas
2. Cut grasses and any perennials that require pruning
3. Edge bed lines for soft clean curves
4. Line trim around beds to maintain clean bed lines
5. Fertilize annual and perennial beds to promote growth
6. Till 1-2 inches of soil in annual planting beds
7. Rake existing mulch to create a fresher look. Evaluate beds to determine if more mulch is needed (additional mulch requires approval of the Public Works Director or representative).

Summer Maintenance (May 15 – November 15)

1. Weed control all beds by hand (chemical weed killers may not be used)
2. Pick up all refuse, branches, and twigs on site
3. Blow all paved surfaces to maintain a safe a clean surrounding
4. Fertilize evergreens and perennials in Mid-May to stimulate growth
5. Trim evergreen shrubs in July to maintain an aesthetically pleasing shape
6. Trim deciduous shrubs in June, July, and August to maintain an aesthetically pleasing shape
7. Water Community Center, Village Hall, Police/Fire Station, Madeleine's Garden, Morse/Kostner, Lincoln Avenue Sign, and Northeast Corner of Proesel Park beds, depending on need. To be paid on a per occurrence basis. It is anticipated that the plantings will require watering an average of three (3) times per week.

Fall Cleanup (Completed by November 30)

1. Clean up leaves in beds and on hard surfaces
2. Pick up branches and cut dead wood in shrubs
3. Cut perennials and remove annuals
4. Blow all hard surfaces clean
5. Fertilize annual and perennial beds to promote growth

*See Attachment B for locations

Medians (Lincoln, Touhy, and Crawford Avenues)*

Spring Cleanup (Completed by May 15)

1. Remove refuse, leaves, and branches from all landscape areas
2. Cut grasses and any perennials that require pruning
3. Edge bed lines for soft clean curves
4. Line trim around beds to maintain clean bed lines
5. Fertilize perennial beds to promote growth
6. Apply crabgrass pre-emergent with fertilizer
7. Rake existing mulch to create a fresher look. Evaluate beds to determine if more mulch is needed (additional mulch requires approval of the Public Works Director or her designee).
8. Apply liquid weed killer

Summer Maintenance (May 15 – November 30)

1. Weekly Mowing (as necessary)
 - a. Maintain all turf grass at a height of 2.5 - 3 inches
 - b. Line trim around trees, signs, curb, and any other place the lawn mower is unable to cut
 - c. Blowing all paved surfaces to maintain a safe and clean surrounding
 - d. Pick up refuse, branches, and twigs on site
2. Weed Control
 - a. Line trim weeds in cracks and curbs
 - b. Spray weeds to control and maintain a clean appearance
 - c. Weed control is necessary in all medians, regardless as to whether there is existing turf grass
3. Bed Maintenance
 - a. Pull weeds and use weed control products that will not harm the existing perennial plants
 - b. Trim perennials and dead head to stimulate new growth

Fall Cleanup (Completed by November 30)

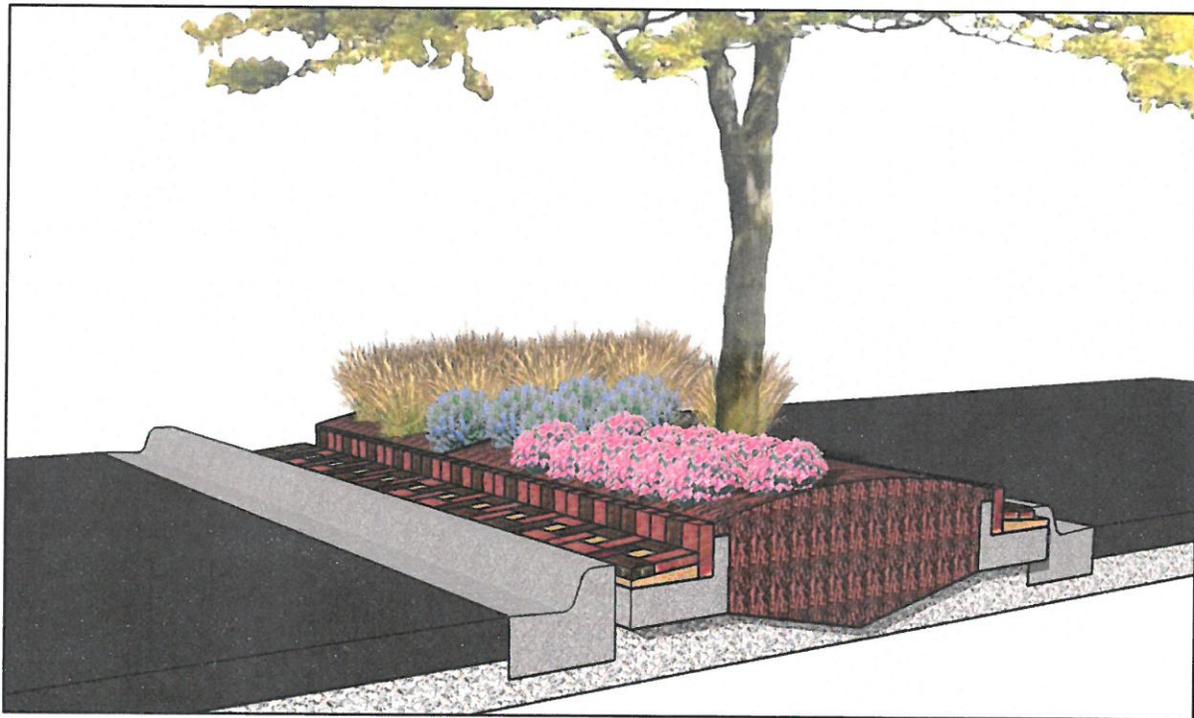
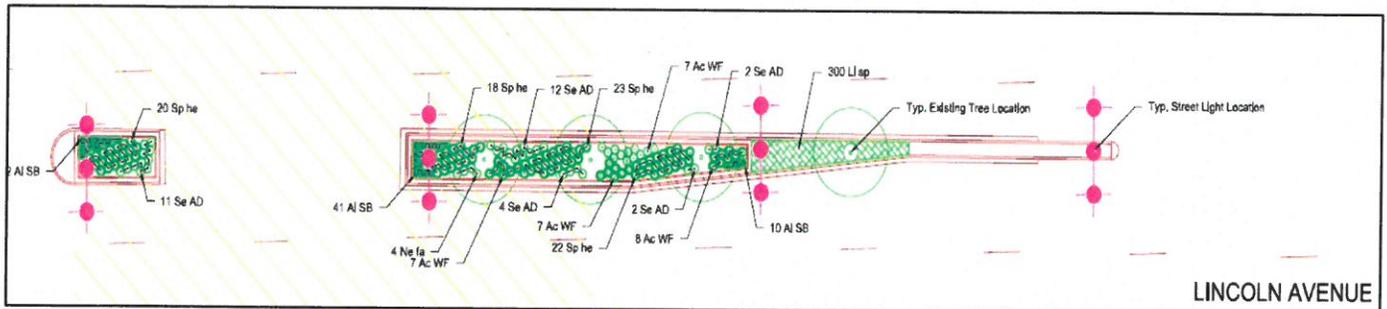
1. Clean up leaves in beds and on hard surfaces
2. Pick up branches and cut dead wood in shrubs
3. Cut back perennials
4. Blow all hard surfaces clean
5. Fertilize annual and perennial beds to promote growth

*See Attachment B for locations

Lincoln Avenue

The Village anticipates reconstructing the Lincoln Avenue medians in fall 2016. This work will replace the existing landscaping and include new landscaping in each of the islands on Lincoln Avenue where it does not currently exist. The new landscape islands will no longer include turf grass. Below are renderings demonstrating how the new landscaped medians are intended to appear. The new medians will require the same work as described on the previous page, with the exception of mowing turf grass.

Bidders are directed to provide proposals for both the pre-reconstruction and post-reconstruction annual cost of the work required on the Lincoln Avenue medians.



General – All Locations

Landscape Waste

It shall be the Bidder's responsibility to remove and properly dispose of all refuse and landscape waste.

Working Hours

No work shall be performed on Sundays, legal holidays, Passover, Rosh Hashanah, Yom Kippur, Hanukkah, and on weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or proceed after 12:00 p.m. without specific permission of the Village.

Fertilizer and Weed Control Materials

All products used for fertilization or weed control must be pre-approved by the Village prior to use. The Bidder shall provide product specifications and safety data sheets associated with each product.

Weed Control Application

Chemical weed control shall not be used in the areas identified as the Village Hall Campus in Attachment B (Work Sites). A non-toxic, environmentally friendly product may be determined to be acceptable by the Village. If such a product is identified, application may not occur after 10:00 a.m. The Village must approve the product selected for use prior to any application occurring.

Chemical weed control may be used in the Median locations as identified in Attachment B (Work Sites). The Bidder shall provide the Public Works Director or her designee with notice no less than 48 hours in advance of application.

Horticulturist

All landscaping, fertilization, weed control, and all other related work shall be overseen by a certified horticulturist. The Bidder shall provide credentials of the overseeing horticulturist to the Village prior to the start of work.

**ATTACHMENT B
(WORK SITES)**



Reference	Village Hall Campus/Aquatic Center - Locations
A	Village Hall, Police/Fire Station, Community Center, Promenade
B	Madeleine's Garden
C	Morse/Kostner Planting Bed
D	Aquatic Center
E	Lincoln Avenue Sign
F	Northeast Corner of Proesel Park

Medians

Lincoln Avenue (Devon Avenue to Jarvis Avenue) – 20 medians, 8 with a combination of turf and perennial plantings

Crawford Avenue (Devon Avenue to Jarvis Avenue) – 12 medians, 11 with turf

Touhy Avenue (Cicero Avenue to McCormick Boulevard) – 6 medians, 3 with perennial plantings, no turf

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we KGI Landscaping Co.

P.O. Box 265, Skokie, Illinois 60076

as Principal, hereinafter called the Principal, and Washington International Insurance Company
a corporation duly organized under the laws of the State of New Hampshire

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Lincolnwood
Lincolnwood, IL

as Obligee, hereinafter called the Obligee, in the sum of --- Ten Per Cent of Amount Bid---

Dollars (\$ ----10%----).

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for Maintenance of Medians, Village Hall Campus
And Aquatic Center Landscaping

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor
and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give
such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the
work covered by said bid, then this obligations shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of April, 2016

(Witness)

KGI Landscaping Co.

(Principal)

(Seal)

(Title)

GABRIEL HASTACE
President

Washington International Insurance Company

(Surety)

(Seal)

(Witness)

(Title) Attorney-in-Fact

State of **Illinois**
County of **Cook**

ss:

On April 6, 2016 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared J. Spencer Miller

known to me to be Attorney-in-Fact for Washington International Insurance Company

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 01/06/18
Sandra Payne

Notary Public

360212-6-66



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

J. SPENCER MILLER, MARK PHILLIP NAHN
and KAREN THORP

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19th day of January, 2016.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 19th day of January, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6 day of April, 2016.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

KGI LANDSCAPING

PO BOX 265
Skokie, IL 60076
847-675-4221
Fax: 847-679-4221
kgilandscaping@gmail.com
kgilandscaping.com

References

Village of Skokie
Liz Zimmerman, City Forester
847-933-8427
Elizabeth.Zimmerman@skokie.org

Evanston/Skokie School District 65
Don Stevenson, Director of Buildings & Grounds
847-859-8072
StevensonD@district65.net

Village of Wilmette
Marc Koelper, Streets Assistant Supervisor
847-853-7584
koelperm@wilmette.com

Chicago Transit Authority
Lenny Romano, General Manager/ Facility Improvements and Compliance
773-722-4871
LRomano@transitchicago.com

Village of Oakbrook
Lee Hammer, Street Maintenance Supervisor
630-368-5278
lhammer@oak-brook.org



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ADDENDUM #1

^{\$}
THIS DOCUMENT MUST BE ATTACHED TO YOUR BID

Issued March 31, 2016

**INVITATION FOR BIDS FOR
LANDSCAPE MAINTENANCE SERVICES**

8
10
9

1. *Question:* What is the total square footage of the medians?

Answer: Please see table below. Please note that the total square footage amounts are only estimates based on the Village's GIS data.

Table 1. Square Footage of Medians	
Route	Estimated Square Footage
Lincoln Avenue	
Combination Landscape and Turf	15,575
Hardscape Only	35,725
Crawford Avenue	
Turf Only	34,750
Hardscape Only	1,150
Touhy Avenue	
Landscaped	4,150
Hardscape Only	4,600

2. *Question:* When can landscape work be performed at the pool?

Answer: During days that the pool is open the Vendor must perform all work prior to the pool opening to the general public at 10:00 a.m. Work may begin at 7:00 a.m.

3. *Question:* Is the length of service the same at the pool as at the Village Hall campus even though it opens late and closes early?

Answer: Spring Cleanup needs to be completed by May 15; Summer Maintenance runs from May 15-August 31; Fall Cleanup should take place at the same time as the other fall cleanups.

4. *Question:* Please provide a list of the plants to be included in the reconstructed Lincoln Avenue medians.

Answer: Please see below for a list of the proposed plants. This list is subject to changed based on conditions such as availability and need as determined by the designing engineer.

- Allium 'Summer Beauty'
- Autumn Delight Sedum
- Sporobolus heteropelis 'Tara'
- Gaillardia x grandiflora 'Kobold'
- Achillea 'Walther Funcke'
- Dianthus gratianopolitanus 'Firewitch'
- Nepeta x faassenii
- Liriope spicata

ATTACHMENT C
SCHEDULE OF SUPPLEMENTAL TERMS
MAINTENANCE OF LANDSCAPING CONTRACT

Safety Equipment

Bidder shall provide all necessary safety equipment to ensure that Bidder's employees are meeting all standards set forth by the Occupational Safety and Health Administration. Bidder shall promptly correct any safety violations.

Vendor Identification

Bidder shall be responsible to clearly identify its vehicles and employees with information indicating that they are owned or employed by the Vendor. This information should be visible to the public.

Bidder agrees to incorporate the supplemental terms outlined above as part of the Contract/Proposal that was submitted on April 6, 2016.



Gabriel Gostalet, President

4/13/16

Date

Request For Board Action

REFERRED TO BOARD: April 19, 2016

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance Authorizing Reallocation of Unused Private Activity Bond Volume Cap Allocation

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Each year the Village, as a Home Rule community, receives a temporary allotment of what is called Volume Cap. Volume Cap relates to the amount of Private Activity Bonds (formerly called Industrial Revenue Bonds) that may be issued. Private Activity Bonds are essentially federally tax-exempt bonds which can be used for very limited purposes, such as certain industrial expansions as well as certain senior and affordable housing projects. The primary benefit of securing a Private Activity Bond is the federal tax exemption. This exemption results in reduced borrowing costs for the qualified project. This reduction can generally be about 2%-3% lower than a conventional loan. The issuance of Private Activity Bonds has absolutely no financial effect, positive or negative, on the Village.

The federal government limits the type of project that qualifies for Private Activity Bonds and also limits the amount of volume cap that can be issued. Each state is provided, on a per capita basis, a maximum annual amount of Volume Cap that can be issued. In Illinois, the state then provides each Home Rule government a maximum Volume Cap amount, again based on a per capita basis. Under the State's procedures, Home Rule communities have between January 1 and May 1 of each year to reserve or transfer its Volume Cap allocation for an eligible project. An eligible project need not occur within the boundaries of the respective Home Rule community, but the Volume Cap can be transferred to a project anywhere within the state. After May 1, all unused Home Rule Volume Cap, not reserved or transferred by a Home Rule community, reverts to the state for its use.

Village Experience

Since becoming Home Rule, the Village has never issued a Private Activity Bond to any local business. While there was interest expressed by a local business a few years ago, the business ultimately sought other financing. While the Village has not directly issued a Private Activity Bond, the Village has transferred its Volume Cap to other entities for their issuance on several occasions. Between 2003 and 2011, the Village transferred its Volume Cap twice, to fund region-wide first time homebuyers programs. The Village has transferred its Volume Cap every year since 2012 to the Upper Illinois River Valley Development Authority (UIRVDA). In these transfers, UIRVDA agreed to provide the Village with a 1% transfer fee paid at closing if the funds are used by UIRVDA. To date, these transferred Volume Caps have not been activated by UIRVDA, and no fee has yet been paid to the Village.

Current Request

For 2016, the Village's Volume Cap is \$1,259,000, and UIRVDA has again requested the Village transfer its Volume Cap. UIRVDA is a development agency created by the state legislature which serves the following eight Illinois counties: Bureau; Grundy; Kane; Kendall; LaSalle; Marshall; McHenry; and Putnam. To date, no other entity or agency has requested the Village's 2016 Volume Cap.

As part of their request for Village Volume Cap, UIRVDA has again agreed to charge a 1% Village transfer fee (\$12,590) at closing and remit this to the Village should the Village's Volume Cap be used by UIRVDA in a project. UIRVDA has also agreed to transfer back the Village's Volume Cap amount, until September 1, 2016, if the Village found a project to fund after completing the transfer to UIRVDA. UIRVDA is desirous of pooling Volume Cap from other communities and, by helping them pool Volume Cap, they have indicated that in the future should the Village need additional Volume Cap for a project, they would be willing to tap into their pooled resources to fund our project.

Attached for approval is the proposed Ordinance prepared by the Village Attorney which would transfer the Village's 2016 Volume Cap to UIRVDA.

FINANCIAL IMPACT:

Revenue of \$12,590 to the Village, should the transferred Volume Cap be used.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Summary of Volume Cap Transfers
3. 2016 UIRVDA Transfer Letter request

RECOMMENDED MOTION:

Move to approve an Ordinance authorizing the reallocation of unused 2016 Private Activity Bond Volume Cap allocation to the Upper Illinois Valley Development Authority.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016-____

**AN ORDINANCE AUTHORIZING REALLOCATION
OF UNUSED PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION**

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 AUTHORIZING REALLOCATION
OF UNUSED PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION**

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 Internal Revenue Code of 1986 provides that the amount of private activity bonds which may be issued by the Village as a constitutional home rule unit of local government is equal to its population multiplied by \$100.00; and

WHEREAS, the Illinois Private Activity Bond Allocation Act (30 ILCS 345/1 *et seq.*) provides, among other things, that the corporate authorities of any home rule unit may reallocate to a state agency or unit of local government any portion of its unused allocation of private activity bond volume cap; and

WHEREAS, the Village has available its Year 2016 private activity bond volume cap ("**Unused Volume Cap Allocation**") and desires to use the Unused Volume Cap Allocation in cooperation with the Upper Illinois River Valley Development Authority ("**UIRVDA**") to support projects that will create jobs and expand the Village's tax base; and

WHEREAS, the UIRVDA has executed a letter of agreement providing the terms of use by the UIRVDA of the Unused Volume Cap Allocation, including among other things the transfer of the Unused Volume Cap Allocation back to the Village under certain circumstances and collection of a one percent fee from borrowers ("**Letter of Agreement**"), which Letter of Agreement is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**;

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. REALLOCATION TO UIRVDA OF UNUSED VOLUME CAP ALLOCATION. The Village hereby reallocates to the Upper Illinois River Valley Development Authority the Village's Unused Volume Cap Allocation in the amount of \$1,259,000.00. The Unused Volume Cap Allocation being reallocated to the UIRVDA must be used to support projects that will provide job opportunities and new investments.

SECTION 3. RATIFICATION AND AUTHORIZATION OF LETTER OF AGREEMENT. The President and Board of Trustees hereby ratify the execution of the Letter of Agreement by the Village Manager. Further, the Village Manager is hereby authorized to enter into transfer fee arrangements as the Village deems in its best interests.

SECTION 4. MAINTAINING RECORDS. The Village Finance Director is hereby authorized and directed to maintain a proper record of the reallocation for the term of the bonds issued pursuant to the Unused Volume Cap Allocation.

SECTION 5. NOTICE. The Village President is hereby directed to provide notice of the reallocation authorized by this Ordinance to the Office of the Governor.

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.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of _____, 2016.

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

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

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

#11009090_v5

EXHIBIT A

LETTER OF AGREEMENT

VILLAGE PRESIDENT
Gerald C. Turry

VILLAGE CLERK
Beryl Herman

VILLAGE MANAGER
Timothy C. Wiberg



TRUSTEES
Barry Bass
Ronald S. Cope
Lawrence A. Elster
Craig L. Klatzco
Jesal B. Patel, Sr.
Jennifer G. Spino

April 12, 2016

Mr. Andrew Hamilton
Executive Director
Upper Illinois River Valley Development Authority
P. O. Box 13112
Springfield, IL 62791

Re: Letter of Agreement Regarding Transfer and Use of Lincolnwood Volume Cap Allocation

Dear Mr. Hamilton:

The Village of Lincolnwood is willing to consider adoption of an ordinance authorizing the transfer of the Village's unused 2016 private activity bond volume cap allocation in the amount of \$1,259,000 (the "*Lincolnwood Volume Cap Allocation*") to the Upper Illinois River Valley Development Authority (UIRVDA) generally on the terms set forth in your letter to Mayor Turry dated April 12, 2016, and specifically subject to the following terms:

1. If at any time on or before September 1, 2016, and for any reason, the Village requests that the UIRVDA transfer the Lincolnwood Volume Cap Allocation back to the Village, then the UIRVDA will promptly, properly, and without any conditions undertake and complete that transfer.
2. Each time the UIRVDA utilizes the Lincolnwood Volume Cap Allocation, then the UIRVDA will require the borrower to pay a transfer fee at the bond closing totaling one percent of the amount of Lincolnwood Volume Cap Allocation used in that transaction. The UIRVDA will remit that transfer fee to the Village within five business days after the closing.

If you agree to the terms of this Letter of Agreement, then please sign this letter in the space provided below and return the signed copy to me. The Village President and Board of Trustees will then promptly consider adoption of an ordinance effecting transfer of the Lincolnwood Volume Cap Allocation.

Sincerely,

Timothy Wiberg, Village Manager

Acknowledged and agreed to:
Upper Illinois River Valley Development Authority

Andrew Hamilton, Executive Director

VILLAGE OFFICES • 6900 N. LINCOLN AVENUE • LINCOLNWOOD, ILLINOIS 60712 • 847-673-1540 • FAX: 847-673-9382
WWW.LINCOLNWOODIL.ORG



**Village of Lincolnwood
Transfer of Home Rule Volume Cap
Private Activity Bonds - Historical Summary**

YEAR	Transferred to	Fee Basis	Fees Assessed	Volume Cap
1998	Tinley Park	1% transfer fee (1/2 paid at transfer & ½ paid at closing plus \$800 attorney fees	\$ 6,470	\$ 567,100
1999	Benton (Irwin Berkley)	1% transfer fee (1/2 paid at transfer & ½ paid at closing plus \$800 attorney fees	\$ 6,471	\$ 567,100
2000	IHDA for Quincy Project	2% (all paid at transfer) plus \$800 attorney costs	\$12,077	\$ 563,850
2001	Danville for Mt. Prospect Project	2.5% (all paid at transfer) plus \$800 attorney costs	\$15,096	\$ 709,563
2002	Benton then redirected to IHDA (Irwin Berkley)	1% (1/2 paid at transfer and ½ paid at closing or within 12 months, plus \$100 attorney costs	\$10,270	\$ 926,925
2003	NONE			
2004	NONE			
2005	NONE			
2006	IHDA (1 st Time Home Buyer Program)	NONE	NONE	\$ 968,080
2007	NONE			
2008	City of Aurora (80 Community 1 st Time Homebuyer Program	NONE	NONE	\$1,015,325
2009	NONE			
2010	NONE			
2011	NONE			
2012	UIRVDA	1% transfer fee paid at closing	\$11,906.50	\$1,196,050
2013	UIRVDA	1% transfer fee paid at closing	\$12,013.70	\$1,201,370
2014	UIRVDA	1% transfer fee paid at closing	\$12,656	\$1,265,600
2015	UIRVDA	1% transfer fee paid at closing	\$12,697	\$1,269,700



The Upper Illinois
River Valley Development
Authority

UPPER ILLINOIS RIVER VALLEY DEVELOPMENT AUTHORITY

633 LaSalle Street - Suite 401 ♦ Ottawa ♦ Illinois 61350 ♦ Tel: 866-325-7525 ♦ Web: www.uirvda.com

April 12, 2016

The Honorable Gerald C. Turry, Village President
Village of Lincolnwood
6900 N. Lincoln Ave.
Lincolnwood, IL 60712

Dear Village President Turry:

The Upper Illinois River Valley Development Authority (UIRVDA) respectfully requests consideration for the transfer of your 2016 Home Rule Volume Cap to UIRVDA for economic development and housing projects. We have mutually benefited from working with other communities that have allowed UIRVDA to successfully issue over \$251,820,000 in bonds that have created over 2,841 jobs.

UIRVDA has developed relationships with home rule communities and other regional development authorities in working together to accommodate the Volume Cap needs of their projects. Some years, we have more projects than Volume Cap and other years we have more Volume Cap than projects. At the end of the calendar year, Volume Cap can be carried forward for three years, but once carried forward, it can no longer be transferred. We have developed a mutually beneficial relationship between communities, counties and other regional development authorities to graciously share this valuable resource for the benefit of the region. We feel it is fair to help a neighbor that has helped us in the past. The rising tide raises all of the boats.

As you may be aware, home rule communities receive a direct allocation in 2016 equal to their population times \$100. The 2016 State of Illinois Allocation guidelines identify Lincolnwood's population at 12,687, so your 2016 Volume Cap Allocation is \$1,268,700. You are required to obligate this allocation by May 1st of each calendar year or it automatically goes back to the State of Illinois for reallocation to other entities in June of each calendar year. If the Village of Lincolnwood would consider passing an ordinance transferring their 2016 allocation to UIRVDA prior to May 1st, then UIRVDA would be able to keep this cap until December 31st. This action would allow the Village to maintain control of their Volume Cap past May 1st.

UIRVDA is interested in serving in this capacity in order to develop a relationship with home rule communities to be able to trade cap in up and down years. We respectfully request if you have no need for the cap by September 1st that you allow us to use it to benefit the residents of UIRVDA. If the Village is interested, I have taken the liberty of enclosing a draft ordinance for you to review as well as a draft letter to the Governor's Office. I am available to meet with any Village official you wish regarding this matter. Please call me at 866-325-7525 if you have any questions. Please send a copy of the Ordinance/Resolution and notification letter to the Governor's Office of Management and Budget, as well as a copy to UIRVDA Chicago at 1032 S. Vine Ave, Park Ridge, IL 60068.

Sincerely,

Andrew Hamilton
Executive Director

Request For Board Action

REFERRED TO BOARD: April 19, 2016

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community Development

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Jason and Amy Schwartz, property owner ("Petitioner"), request a building height variation in order to allow the construction of a new flat-roof single family home at 4525 West North Shore Avenue. The Zoning Code establishes that a maximum building height for a flat-roof residential structure is 22 feet whereas the maximum building height is 35 feet for a gable, hip, or gambrel roof residential structure. Building height is measured from the top of curb to the highest point of a flat roof. In this case that dimension is 23 feet 9 ½ inches. Therefore a variation is requested to allow the new home to exceed the maximum building height by 1 foot 9 ½ inches.

Public Hearing

The Zoning Board of Appeals (ZBA) considered the variation request on March 16, 2016. Mr. Schwartz testified that the requested variation is necessary in order to allow greater floor-to-ceiling height within the home. Mr. Schwartz indicated that the height of the structure to the top of the parapet wall will be the same with or without the requested variation. Mr. Schwartz explained that without the variation, the new single-family home would be constructed with ceiling heights less than nine feet which does not meet current building practices.

The ZBA generally concurred with the Petitioner's testimony that without the variation the new single-family home would have reduced ceiling heights not consistent with current standards. Further, the ZBA found that single-family homes designed with a flat roof are more restricted by building height regulations than homes designed with a sloped roof. The ZBA determined that sloped roofs offer greater flexibility to achieve desired interior ceiling heights.

Finally, the ZBA identified that the subject property has a grade change of approximately 1.3 feet from the top of curb to the proposed foundation of the single-family home. The ZBA indicated that the decline in grade is significant and is not generally found at other properties within the community. The ZBA determined that because building height is taken from top of curb, the subject property and the proposed flat-roof design present practical difficulties in the Petitioner's ability to comply with the maximum building height regulation of 22 feet.

At the public hearing, no testimony was received from the public.

Zoning Board of Appeals Recommendation

In deliberating these matters, the members of the ZBA concluded that the variation requested did meet the hardship standards required to grant approval. The ZBA, by a 6-0 vote, recommends approval of a variation to allow a new two-story single-family home designed with a flat roof to exceed the maximum 22 foot building height regulation by 1 foot 9 ½ inches.

As part of this deliberation and recommendation, the ZBA recommended the Village's building height requirements be reviewed by the Plan Commission in order to ensure that the adopted standards are consistent with current construction standards.

FINANCIAL IMPACT:

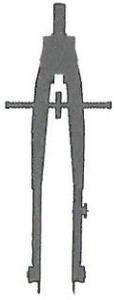
None

DOCUMENTS ATTACHED:

1. Letters of Support Submitted by Petitioner
2. March 16, 2016 ZBA Minutes (Draft)
3. Staff Report to ZBA
4. Section 4.11 of the Zoning Code
5. Residential Zoning Variation Application
6. Zoning Calculation
7. Proof of Ownership
8. Plat of Survey
9. Site Plan
10. Floor Plans
11. Roof Plan
12. Exterior Elevations
13. Wall Sections

RECOMMENDED MOTION:

Move to approve with the recommendation of the Zoning Board of Appeals to approve a building height variation to allow a new two-story single-family home to exceed the maximum 22 foot building height requirement for the property located at 4525 West North Shore Avenue and to direct the Village attorney to prepare an Ordinance for adoption.



**black
spectacles**

222 MERCHANDISE MART PLAZA
SUITE 1212
CHICAGO, IL 60654
312.854.9097
BLACKSPECTACLES.COM

March 10, 2016

Village of Lincolnwood,

I am the founder of architectural educational platform, Black Spectacles, and an architect with 15 years of experience, previously at Gensler, Legat Architects, and the Illinois Institute of Technology as architect, educator and mentor.

Jason has explained his situation of the 22-foot limitation for flat roofed new construction, whereas the zoning regulations allow sloped roofs of up to 30+ feet within the village. I have had the opportunity to review the plans for their home and it is my recommendation that they be granted the variance for 9 foot ceiling heights, which they cannot achieve within the current zoning regulations.

It is my opinion- and the facts show- that new construction projects do not build less than 9 feet ceilings. The existing zoning regulations do not adequately accommodate flat roofed homes, and subsequently, damage the value of their house compared to other houses within the same neighborhood which have 10 and 11 foot ceiling heights because they are allowed to build their pitched roofs up to 30+ feet.

Since the requested height for the build at 4525 W. North Shore will not alter any visual massing outside of the house (since the requested increase to 9 foot ceiling height will happen within the parapet wall,) I believe Jason and Amy have proposed a reasonable solution for their project and are absolutely in good faith of the rules and regulations of the village.

With warm regards,

Marc Teer, AIA

March 11, 2016

Polydoros Stellatos
4522 W. North Shore Ave.
Lincolnwood, IL 60712

Attention Village of Lincolnwood Zoning Board-

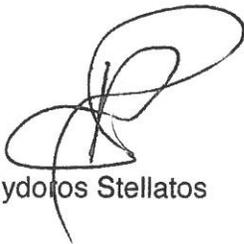
I am writing on behalf of Jason and Amy Schwartz who are seeking a variance for their property at 4525 W. North Shore Ave.

As their immediate neighbor, I would like to express my support for their request as they have explained to me the requested variance and since it in no way will affect the visual of their house massing since the added height will all happen inside their parapet wall.

I think Jason and Amy are proposing an acceptable solution understanding the rules and regulations of our village and I support this as their immediate neighbor.

Thank you for your time and consideration of this matter.

Respectfully-

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

Polydoros Stellatos

March 9, 2016

Gregory Stellatos
4535 W. North Shore Ave.
Lincolnwood, IL 60712

Attention Village of Lincolnwood Zoning Board-

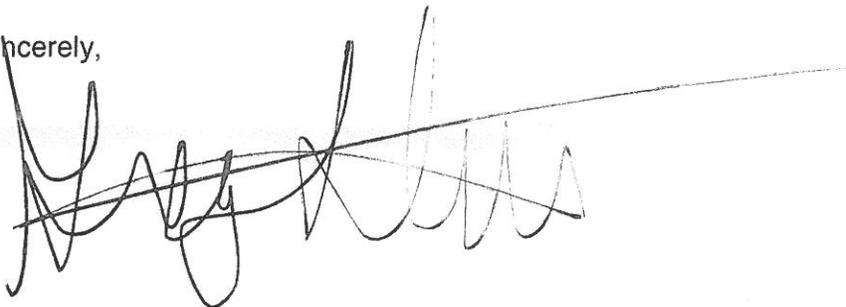
It is my pleasure to write a letter in support of Amy and Jason Schwartz who are seeking a small variance in height for their property to be at 4525 W. North Shore Ave.

As their neighbor, I fully express my support for their request. They have explained to me the the height variance they are looking for an how it will all be contained within the parapet wall. Since it in no way will affect the visual massing of their house, nor alter the height in any way, I think this is a very solid solution in accordance with the rules and regulations of Lincolnwood and allowing them to build a house with modern ceiling heights.

Almost all of the new construction within our neighborhood are building over 9 ft ceilings anyway, so it could be detrimental for Jason and Amy down the road to have under 9 foot ceilings compared to the rest of our neighborhood.

I think Jason and Amy are proposing an acceptable solution understanding the rules and regulations of our village and I support this as their immediate neighbor.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregory Stellatos', written over a horizontal line. The signature is stylized and somewhat messy, with a long horizontal stroke extending to the right.

Gregory Stellatos
Neighbor

March 15, 2016

Zoning Board of Appeals Case #ZB-03-16
4525 West North Shore Avenue

To the Village of Lincolnwood Zoning Board,

As neighbors of the petitioner, we would like to express our support for their requested variation in height for a flat roof single-family home. The requested increase in height is extremely modest, and the resulting roof height is in fact shorter than adjacent existing houses directly to the north, west and east of the property.

We appreciate that the design for the new home maintains a building footprint and site coverage that is quite similar to the existing structure. Unlike so many newer homes in the village that extend all the way to the allowable setbacks, the proposed design maintains a scale that consistent with the original homes the Lincolnwood Terraces neighborhood.

We are also pleased to see a modern design for the house that is consistent with the established style of the neighborhood. The proposed home eschews the classical columns, false balconies and turrets that unfortunately decorate so many newer houses in the neighborhood.

Your neighbors,

Dennis L. Everson and Gregory L. Smith, AIA
6533 N Kilbourn Avenue

to Touhy Avenue, the price sign will be blocked. Customers driving east on Touhy will not be able to see the price sign. The existing sign is mostly perpendicular to Touhy Avenue.

Commissioner Nickell questioned the Petitioner as to why he could not install a code compliant monument sign. When asked what utilities were present underground to prevent the installation of a monument sign, Mr. Yaqoob replied he did not know. Mr. Cook indicated there are no utilities present that would interfere with the installation of a monument sign. Commissioner Nickell referenced The Private Bank monument sign across the street as acceptable. Additionally, the Shell gas station at Touhy and Cicero has a monument sign with pricing. Commissioner Nickell stated that he is not in favor of the proposed sign and would like to see a monument sign installed instead. Mr. Yaqoob replied that he wanted a pole/pylon sign so the price would be more visible. Mr. Yaqoob mentioned that a majority of gas stations in the Village have pylon signs including the BP gas station he owns on Pratt and Cicero Avenues.

Chairman Theisen asked Mr. Cook if he had any objections with the pylon sign. Mr. Cook replied that this is a design and community aesthetic issue. Mr. Cook believes that pylon signs are reasonable and appropriate in some circumstances as long as they comply with current zoning guidelines. Mr. Cook reiterated that there are a majority of gas stations with pylon signs even though the Zoning Code is desirous of monument signs. If there are concerns over line of sight issues, that is reason enough to grant a pylon sign request. A monument sign in this location would have concerns complying with the perpendicular requirement. To Mr. Cook's knowledge, he is unaware of any issues with The Private Bank monument sign. Commissioner Grant asked if there were any line of sight difficulties at the corner of Touhy and Crawford Avenues. Mr. Cook replied there would be line of sight issues in the existing location. Commissioner Nickell agreed and commented that if the sign was brought back a couple of feet, there would be no line of sight issue.

Chairman Theisen asked if there was anyone in the audience who would like to address the Zoning Board regarding this Public Hearing. Let the record state that no one came forward.

Motion to deny the Special Sign, Sign Setback Variation and Sign Orientation Variation for the property located at 7169 Crawford Avenue was made by Commissioner Nickell and seconded by Commissioner O'Brien.

Aye: Nickell, O'Brien, Grant, and Theisen

Nay: Ikezoe-Halevi and Keller

Motion Approved: 4-2

After the vote, Mr. Yaqoob stated that he has been in this business for a long time and this location needs a pole/pylon sign to be competitive and succeed. If this Variation is not granted, Mr. Yaqoob said that he will leave the station as is, and even potentially try to sell the property.

V. Case #ZB-03-16: Public Hearing – 4525 North Shore Avenue –Building Height Variations

Chairman Theisen announced Case #ZB-03-16 and swore in the Petitioners Jason and Amy Schwartz, homeowners, and Sig Froelich, architect, of Froelich Kim Architecture.

Development Manager Cook presented background for the Building Height Variation request for 4525 North Shore Avenue. The proposed new home has a flat roof design. The Zoning Code states that the maximum building height for a flat roof residence is 22 feet, and the proposed building height is 23 feet 9 ½ inches. For comparison, a sloped roof has a maximum building height of 35 feet. The plat of survey and proposed site plans were presented for review. The proposed plan complies with all other bulk regulations. Building height is measured from the top of curb on the front elevation. The front lot line is the north lot line which is the elevation that was shown for consideration. Mr. Cook presented the Standards for Granting Relief which are the basis for the review and granting of Variations.

Mr. Schwartz stated that with or without the Variation, the exterior of the home will stay the same. The only change will be on the inside. Without the Variation, the home will need to be built with under nine-foot ceilings which is not current standard building practice. The Petitioners presented letters from neighbors and other architects approving the proposed design. Ms. Shwartz read one of the comments into the record and gave copies to the Zoning Board members to peruse. Commissioner Nickell commented that the roof isn't visible behind the parapet wall, and he sees no issue with the proposed design.

Commissioner O'Brien voiced concerns regarding the exterior building materials. Mr. Froelich presented a rendering for their review. When asked by Chairman Theisen if there were any other Building Height Variations, Mr. Cook answered that there has been no other requests since the Zoning Code was updated in 2008.

There was discussion regarding the difference between the top of curb measurement and the lot grade measurement difference of 1.3 feet which Commissioner O'Brien feels could be considered a hardship as this measurement affects the maximum building height. Commissioner O'Brien stated that most new construction has nine-foot ceilings on the first floor and eight-foot ceilings on the second floor, but additional height can be added with sloped roofs, but this is not possible with a flat roof. The minimum ceiling height is currently eight feet.

Chairman Theisen asked if there was anyone in the audience who would like to address the Zoning Board regarding this Public Hearing. Let the record state that no one came forward.

Motion to approve the 23-foot 9 ½-inch Building Height Variation for 4525 North Shore Avenue was made by Commissioner Nickell and seconded by Commissioner Keller. Commissioner O'Brien asked Mr. Cook if the building height regulation with regard to flat roofs and parapets could be forwarded to the Plan Commission for review. Mr. Cook agreed and added that the overall building height requirements be reviewed as well.

Aye: Nickell, Keller, Grant, Ikezoe-Halevi, O'Brien, and Theisen

Nay: None

Motion Approved: 6-0

VI. Other Business

The Biennial meeting of the Zoning Board of Appeals to the Village Board of Trustees will be scheduled for April or May of 2016. Mr. Cook gave a summary of the Biennial Report for



Zoning Board of Appeals Staff Report

Case # ZB-03-16

March 16, 2016

Subject Property:

4525 West North Shore Avenue

Zoning District: R-2 Residential

Petitioner: Jason and Amy Schwartz,
Property Owner

Nature of Request: The property owner is seeking a Building Height Variation in order to construct a new flat roof single-family home at 4525 West North Shore Avenue.



Requested Action:

Variation to allow a new two-story flat roof single-family home to be 25 feet in height exceeding the maximum 22-foot building height (Section 4.11).

Notification: Notice in Lincolnwood Review dated February 25, 2016, Public Hearing Sign Installed at 4525 West North Shore Avenue, and Mailed Legal Notices Dated February 25, 2016 to properties within 250 feet.

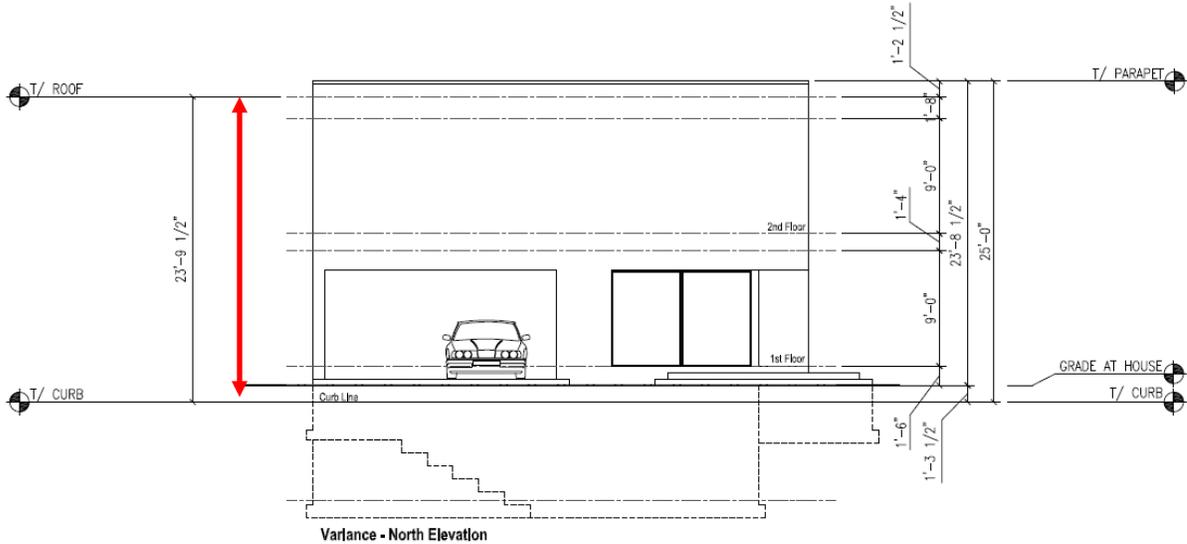
Summary of Request

Jason and Amy Schwartz, Property Owner, seek a Building Height Variation in order to construct a new two-story single-family home at 4525 West North Shore Avenue. The property owner seeks to construct a flat roof home that is 23 feet 9 ½ inches to the top of the flat roof.

Section 4.11 of the Zoning Code establishes the maximum building height for a flat roof is 22 feet measured to the highest point of the flat roof. The definition of "Height of Building" is:

"The vertical distance from the grade at the top of the curb to the highest point of the coping of a flat roof, or to the peak of the ridge for gable, hip, or gambrel roofs. Chimneys, towers, spires, elevator penthouses, cooling towers, and similar projections other than signs shall not be included in calculating building height. (See also specific regulations for each zoning district; see also, definition of "finished first floor height" and definition of "eave height.")"

Below is the north elevation (front elevation) of the proposed single-family home at 4525 West North Shore Avenue. The red arrow (left) depicts the building height from the top of curb to the highest point of the flat roof.



The property owner requires a Building Height Variation to exceed the maximum flat roof height of 22 feet by approximately 1 foot 9 inches. The Zoning Code permits a maximum building height of 35 feet for peaked roof homes which is measured to the roof peak. Since 2008, the Village has not considered any similar building height Variation requests.

Conclusion

The Petitioner seeks a Building Height Variation to permit a new two-story single-family home at 4525 West North Shore Avenue. The proposed new single-family home complies with all other bulk regulations including, but not limited to, floor area ratio, lot coverage, and setbacks.

Staff has received one telephone call as a result of the public notice mailings for this application. The nearby resident indicated general support of the project as he was in favor of new development in his neighborhood.

Documents Attached

1. Section 4.11 of the Zoning Code
2. Residential Zoning Variation Application
3. Zoning Calculations
4. Proof of Ownership
5. Plat of Survey
6. Site Plan
7. Floor Plans
8. Roof Plan
9. Exterior Elevations
10. Wall Sections

Board Action Standards For Granting Relief

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

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

Close

Print

Resize:



Village of Lincolnwood, IL
Friday, March 11, 2016

Chapter 15. Zoning

Article IV. ZONING DISTRICTS; MAPS

Part C. Area, Bulk, Density and Setback Requirements

4.11. Area, bulk, density and setback standards: R-1, R-2, and R-3 Districts.

[Amended 2-5-2013 by Ord. No. 2013-3039]

Use Category	Residential Zones		
	R-1	R-2	R-3
Lot Standards (single-family dwelling units)			
Minimum lot size (square feet)	9,000 SF	7,000 SF	5,400 SF
Maximum impervious coverage: %	60%	60%	60%
Maximum building coverage (%)	35%	35%	35%
Minimum Ground Floor Area Per Dwelling			
SF detached 1-story dwelling without basement	1,700 SF	1,400 SF	1,300 SF
SF detached 1-story dwelling with basement	1,500 SF	1,200 SF	1,100 SF
SF detached dwellings with (1 + stories)	1,000 SF	800 SF	700 SF
Building Standards			
Maximum building height (feet) peaked roof SF detached measured to roof peak	35 feet	35 feet	35 feet
Maximum building height (feet) flat roof SF detached measured to the highest point of the flat roof	22 feet	22 feet	22 feet
Finished 1st floor height limit SF residential (elevation at top of curb to the top of the finished first floor)	Max. 3 feet	Max. 3 feet	Max. 3 feet
Maximum building height (feet) nonresidential	40 feet	40 feet	40 feet
Maximum FAR			
SF detached, lot size \geq 6,000 SF	0.6	0.6	0.6
SF detached, lot size < 6,000 SF or total floor area < 3,600 SF	0.66	0.66	0.66
Nonresidential permitted or special uses	0.5	0.5	0.5
Yard Standards			
Minimum front setback (feet) (Note 3)	25 feet	25 feet	25 feet
Maximum front yard coverage with impervious surface (%)	50%	50%	50%
Minimum interior side setback (feet) single-family detached dwellings	5 feet or 10% of lot width*	5 feet or 10% of lot width*	5 feet or 10% of lot width*
Minimum interior side yard setback (feet) nonresidential uses	15 feet each side yard	15 feet each side yard	15 feet each side yard
Minimum corner side setback (feet)	10 feet	10 feet	10 feet
Minimum rear setback (feet)	30 feet	30 feet	30 feet



**VILLAGE OF LINCOLNWOOD
Community Development Department**

**Public Hearing Application
Variations**

SUBJECT PROPERTY

Property Address: 4525 W North Shore Ave

Permanent Real Estate Index Number(s): 10343120360000

Zoning District: R-2 Lot Area: 5400 sf

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.
1 Story brick residence. Flagstone patio.

Are there existing development restrictions affecting the property? Yes No
(Examples: previous Variations, conditions, easements, covenants) If yes, describe: _____

REQUESTED ACTION

- Variation - Residential
- Variation - Non-Residential
- Variation - Off-Street Parking
- Variation - Design Standards
- Variation - Signs/Special Signs
- Minor Variation
- Other

PROJECT DESCRIPTION

Describe the Request and Project: The request for Variation is for 6" of additional interior height.
No additional exterior height is for any elevation is requested. No additional square footage is being requested.

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s): *(List all Beneficiaries if Trust)*

Name: Jason & Amy Schwartz

Address: 4131 W Belmont Ave

Telephone: (847) 903-1497 Fax: () E-mail: js3000@gmail.com

Petitioner: *(if Different from Owner)*

Name: _____ Relationship to Property: _____

Address: _____

Telephone: () Fax: () E-mail: _____

NOTICE OF REASONABLE ACCOMMODATION PROCESS

An alternate process is provided by the Village for persons with disabilities or handicaps who seek a Reasonable Accommodation from the Zoning Code regulations in order to gain equal access to housing. If you seek a Reasonable Accommodation from the Zoning Code based on disability or handicap, do not complete this application form, but rather a separate application for Reasonable Accommodation. For more information on this process, consult Section 4.06(3) of the Zoning Code, or contact the Community Development Department at 847.673.7402.

REQUIRED ATTACHMENTS *

Check all Documents that are Attached:

Plat of Survey

Site Plan

Proof of Ownership

Floor Plans

Applicable Zoning Worksheet

Photos of the Property

PDF Files of all Drawings

Elevations

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

COST REIMBURSEMENT REQUIREMENT

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

Invoices in connection with this application shall be directed to:

Name: Jason & Amy Schwartz
Address: 4131 W Belmont Ave
City, State, Zip: Chicago, IL 60641

ATTESTMENT AND SIGNATURE

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

PROPERTY OWNER:

PETITIONER: *(if Different than Property Owner)*

Signature

Signature

Print Name

Print Name

Date

Date

VARIATION STANDARDS

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

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

As illustrated in the attached drawings, the requested Variation does not affect the exterior bulk or light site lines of the proposed structure. The requested Variation only affects the interior of the proposed structure. Neither the height of the proposed exterior elevations nor the square footage of the proposed structure change.

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

The corner lot setback requirements make a house that would meet all zoning requirements on an interior lot require Variance on this corner lot. The inability to build a house with industry standard 9'-0" ceiling heights would bring a particular hardship upon the owner.

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

The conditions upon which the petition for Variation is based are unique to the architecture of the subject property.

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

The Variation would bring a particular hardship upon the owner in that the proposed structure would be significantly less livable and the significantly less desirable of a property.

VARIATION STANDARDS (Continued)

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

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

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

The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located. The proposed Variation does not affect the exterior bulk or light site lines. Neither the height of the proposed exterior elevations nor the square footage of the proposed structure change.

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

The requested Variation is the minimum change to the Zoning Ordinance standards necessary to alleviate the hardship on the subject property that is outlined above

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

The proposed Variation will not in any way affect light and air to adjacent properties, or increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood because the proposed Variation does not affect the exterior bulk or light site lines. Neither the height of the proposed exterior elevations nor the square footage of the proposed structure change.



VILLAGE OF LINCOLNWOOD
COMMUNITY DEVELOPMENT DEPT.

Zoning Calculations
New Single-Family House

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

ADDRESS 4525 W NorthShore ZONING DISTRICT R-2

TOTAL LOT AREA = WIDTH 54 X LENGTH 100 = 5400 Sq.Ft.

ZONING SETBACKS

	Required	Proposed
FRONT YARD SETBACK	<u>25</u> Ft.	<u>25</u> Ft.
INTERIOR SIDE YARD SETBACK	<u>5</u> Ft.	<u>5.4</u> Ft.
INTERIOR/CORNER SIDE YARD SETBACK (Please circle one)	<u>10</u> Ft.	<u>10</u> Ft.
REAR YARD SETBACK	<u>30</u> Ft.	<u>30</u> Ft.
DISTANCE BETWEEN HOUSE AND ACCESSORY BLDG.	Minimum 15 Ft.	<u>-</u> Ft.

ZONING CALCULATION INSTRUCTIONS

	Permitted	Proposed Total
60% TOTAL LOT COVERAGE (Lot area)	<u>5400</u> X .60 = <u>3240</u> Sq.Ft.	<u>3048.70</u> Sq.Ft.
35% BUILDING COVERAGE (Lot area)	<u>5400</u> X .35 = <u>1890</u> Sq.Ft.	<u>1392.34</u> Sq.Ft.
50% FRONT YARD COVERAGE (Front yard)	<u>13.50</u> X .50 = <u>6.75</u> Sq.Ft.	<u>4.50</u> Sq.Ft.
30% REAR YARD BLDG. COV. (Rear yard)	<u>13.20</u> X .30 = <u>3.96</u> Sq.Ft.	<u>-</u> Sq.Ft.
60% or 66% F.A.R. (Lot area)	<u>5400</u> X .60 = <u>3564</u> Sq.Ft. (X .66)	<u>2874.79</u> Sq.Ft.

AREA CALCULATIONS

	Proposed	Proposed
A. CELLAR OR BASEMENT	<u>1248.59</u> Sq.Ft.	E. DRIVEWAY/APRON <u>4.50</u> Sq.Ft.
B. 1ST FLOOR	<u>1392.34</u> Sq.Ft.	F. SIDEWALK <u>-</u> Sq.Ft.
C. 2ND FLOOR	<u>1482.45</u> Sq.Ft.	G. PATIO/OTHER IMPERVIOUS SURF. <u>1206.36</u> Sq.Ft.
D. ACCESSORY BUILDINGS	<u>-</u> Sq.Ft.	

TOTAL SQUARE FOOTAGE FOR PERMIT FEE CALCULATION

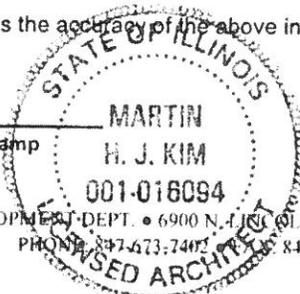
BASEMENT OR CELLAR + B + C + D + HABITABLE ATTIC = 4123.38 Sq.Ft.

	Permitted	Proposed
HOUSE HEIGHT (Measured from top of street curb)	Maximum 35 Ft.	<u>22.5</u> Ft.
FINISHED FIRST FLOOR HEIGHT (Measured from top of street curb)	Maximum 3 Ft.	<u>1.5</u> Ft.

VARIATION REQUIRED No Yes For

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

Martin Kim
Licensed Architect Signature & Stamp



1-5-2016
Date



**A. SETTLEMENT STATEMENT (HUD-1)****B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number: SC15007152	7. Loan Number: 3250183347	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. (SC15007152/37)

D. Name and Address of Borrower: Jason A. Schwartz and Amy N. Schwartz 4131 W Belmont Ave Chicago, IL 60641	E. Name and Address of Seller: Albany Bank and Trust Company N.A., as trustee under the provisions of a trust agreement dated September 10, 2007 and Known as Trust Number 11-6190. 4525 W NORTH SHORE AVE Lincolnwood, IL 60712	F. Name and Address of Lender: Associated Bank National Association 200 North Adams St. Green Bay, WI 54301
G. Property Location: 4525 W NORTH SHORE AVE Lincolnwood, IL 60712 Cook County, Illinois	H. Settlement Agent: Fidelity National Title Company, LLC 6767 N Milwaukee Ave, Ste 208 Niles, IL 60714 Place of Settlement: 6767 N Milwaukee Ave Ste 208 Niles, IL 60714	I. Settlement Date: June 19, 2015 Disbursement Date: June 19, 2015

J. Summary of Borrower's Transaction	
100. Gross Amount Due from Borrower	
101. Contract sales price	310,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	3,675.70
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross amount due from Borrower	313,675.70
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	10,000.00
202. Principal amount of new loan(s)	217,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209. Seller credit for owner's policy	1,820.00
Adjustments for items unpaid by seller	
210. City/Town taxes	
211. County taxes 01/01/15 to 06/20/15	3,162.00
212. Assessments	
213. 2014 Tax Proration 7/1/14-12/31/14	3,233.08
214.	
215.	
216.	
217.	
218.	
219.	
220. Total paid by/for Borrower	235,215.08
300. Cash at Settlement from/to Borrower	
301. Gross amount due from Borrower (Line 120)	313,675.70
302. Less amount paid by/for Borrower (Line 220)	(235,215.08)
303. CASH FROM BORROWER	78,460.62

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	310,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross amount due to Seller	310,000.00
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	10,431.65
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506. Earnest Money Retained by Baird & Warner	10,000.00
507.	
508.	
509. Seller credit for owner's policy	1,820.00
Adjustments for items unpaid by seller	
510. City/Town taxes	
511. County taxes 01/01/15 to 06/20/15	3,162.00
512. Assessments	
513. 2014 Tax Proration 7/1/14-12/31/14	3,233.08
514.	
515.	
516.	
517.	
518.	
519.	
520. Total reduction amount due Seller	28,646.73
600. Cash at Settlement from/to Seller	
601. Gross amount due to Seller (Line 420)	310,000.00
602. Less reductions due Seller (Line 520)	(28,646.73)
603. CASH TO SELLER	281,353.27

PLAT OF SURVEY

of

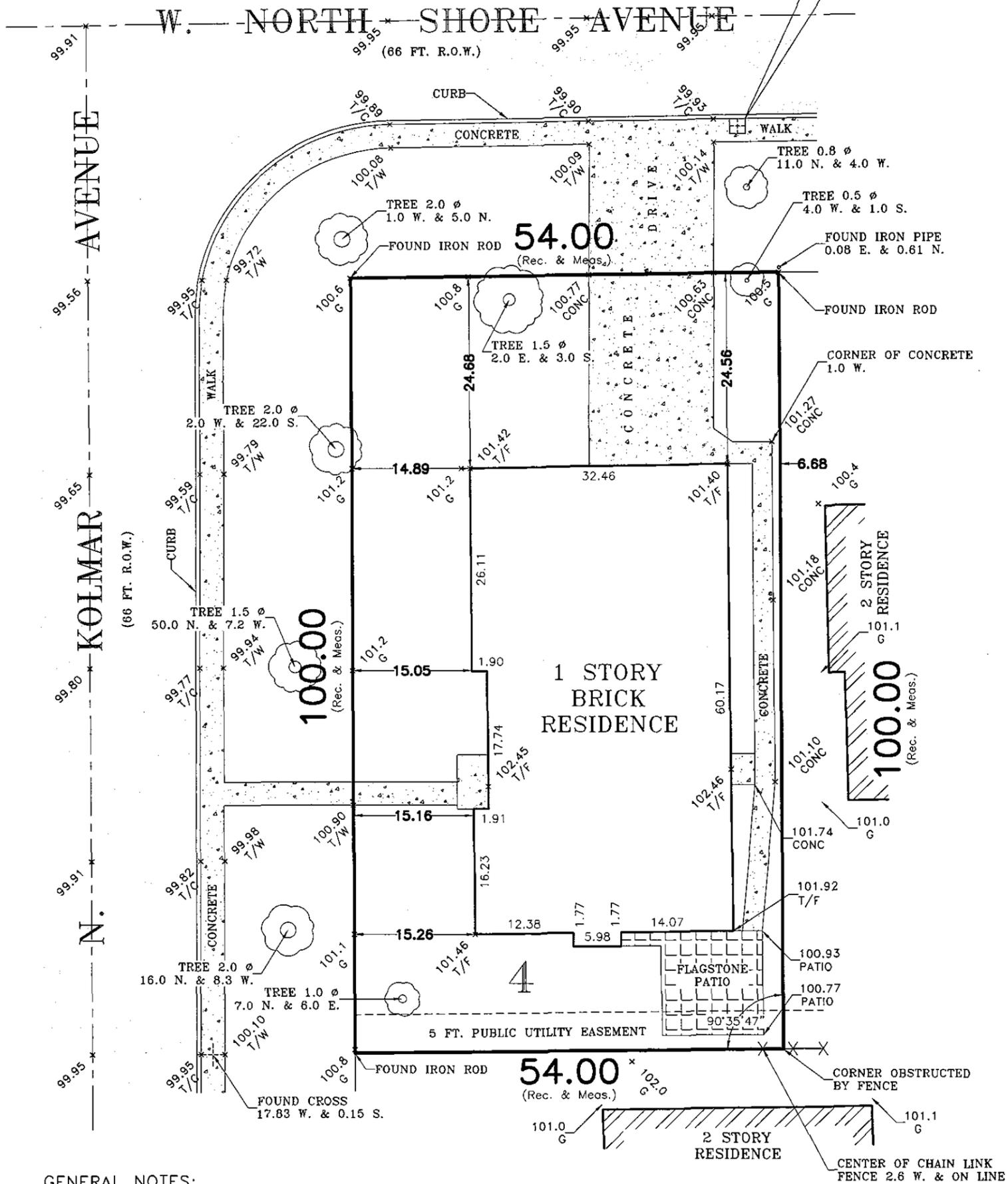
LOT 4 IN BLOCK 17 IN LINCOLNWOOD TERRACE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 10, 1946, AS DOCUMENT 13889160, IN COOK COUNTY, ILLINOIS.

ADDRESS: 4525 W. NORTH SHORE AVENUE, LINCOLNWOOD, ILLINOIS



SCALE: 1"=15'

BENCHMARK
CUT SQUARE IN WALK
ELEV: 100.00 (ASSUMED)



GENERAL NOTES:

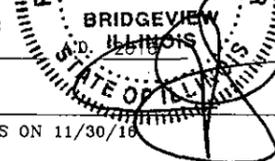
- 1) THE LEGAL DESCRIPTION HAS BEEN PROVIDED BY THE CLIENT OR THEIR AGENT.
- 2) THIS SURVEY SHOWS THE BUILDING LINES AND EASEMENTS AS INDICATED BY THE RECORDED PLAT. THIS PLAT DOES NOT SHOW ANY RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES UNLESS SUPPLIED BY THE CLIENT.
- 3) BASIS OF BEARING FOR THIS SURVEY IS AS THE NORTH ARROW INDICATES, AND IS SHOWN TO INDICATE THE ANGULAR RELATIONSHIP OF THE BOUNDARY LINES.
- 4) MONUMENTS, IF SET, DURING THIS SURVEY, REPRESENT THE TRUE CORNERS OF THIS DESCRIPTION AS SURVEYED.
- 5) LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO INTERPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN HEREON.
- 6) ONLY COPIES WITH AN ORIGINAL SIGNATURE AND SEAL ARE OFFICIAL LEGAL DOCUMENTS. ALL SURVEYS ARE COPYRIGHTED MATERIALS WITH ALL RIGHTS RESERVED.

STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

SURVEY ORDERED BY: FROELICH KIM ARCHITECTURE

I, JOSEPH P. MAIKISCH, AS AN EMPLOYEE OF PREFERRED SURVEY, INC., DO HEREBY STATE THAT THIS PROFESSIONAL SURVEY CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARD FOR A BOUNDARY SURVEY. PROPERTY CORNERS HAVE BEEN SET OR RE-SET IN ACCORDANCE WITH CLIENT AGREEMENT. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

GIVEN UNDER MY HAND AND SEAL THIS
2ND DAY OF FEBRUARY



MY LICENSE EXPIRES ON 11/30/16

P.S.I. NO. 16111299

Professional Design Registration #184-002795

PREFERRED SURVEY, INC.

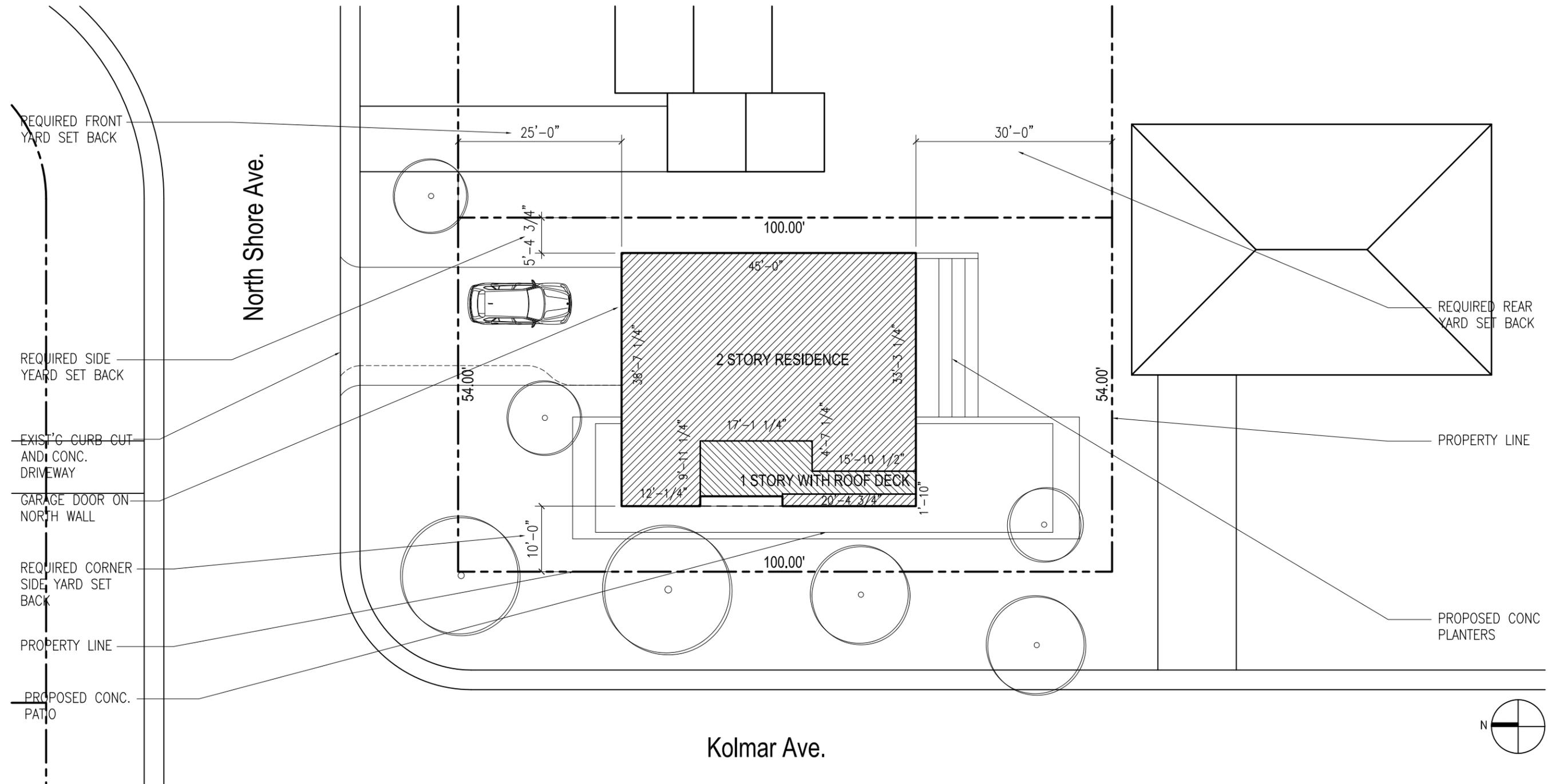
7845 W. 79TH STREET, BRIDGEVIEW, IL, 60455
Phone 708-458-7845 / Fax 708-458-7855
www.psisurvey.com



Field Work Completed	01/28/16	FLD CREW:	AM2/TS
Land Area Surveyed	5,399.7 Sq. Ft.	CAD:	A0
Drawing Revised			

Site Plan

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



Schwartz Residence

4525 North Shore Avenue
Lincolnwood, IL 60712

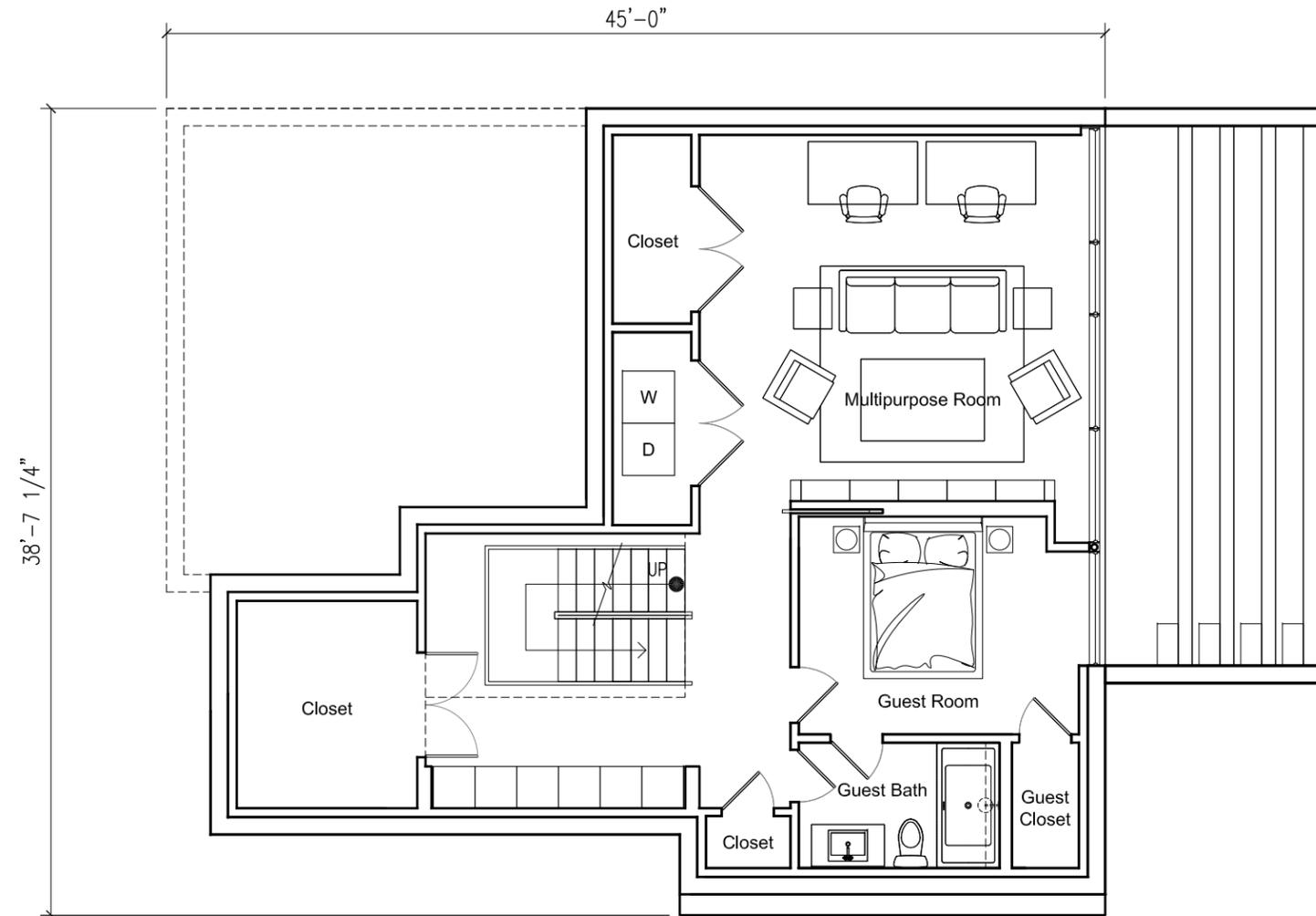
February 9, 2016

Froelich Kim Architecture

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

Basement Floor Plan

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



Schwartz Residence

4525 North Shore Avenue
Lincolnwood, IL 60712

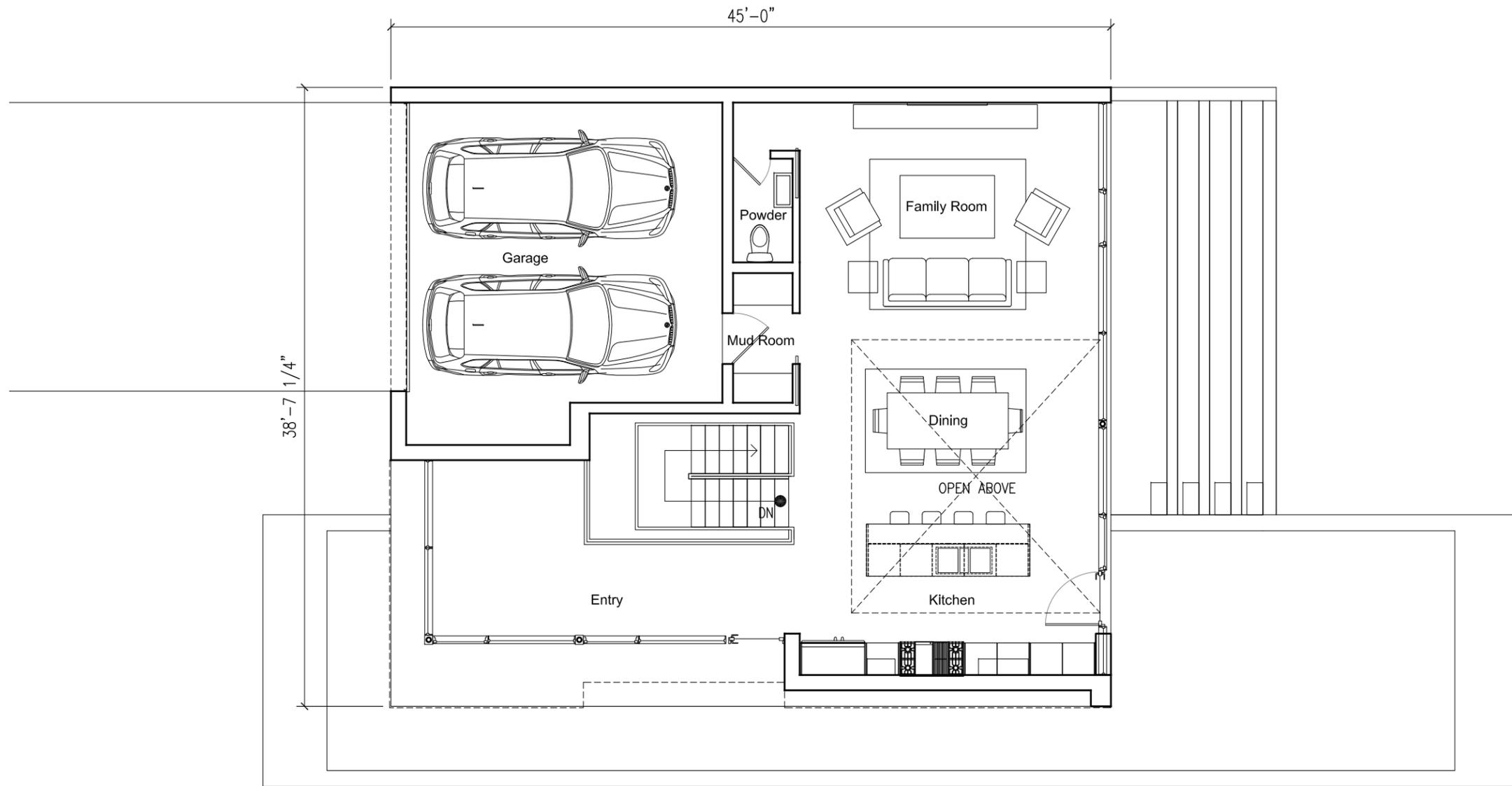
February 9, 2016

Froelich Kim Architecture

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First Floor Plan

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



Schwartz Residence

4525 North Shore Avenue
Lincolnwood, IL 60712

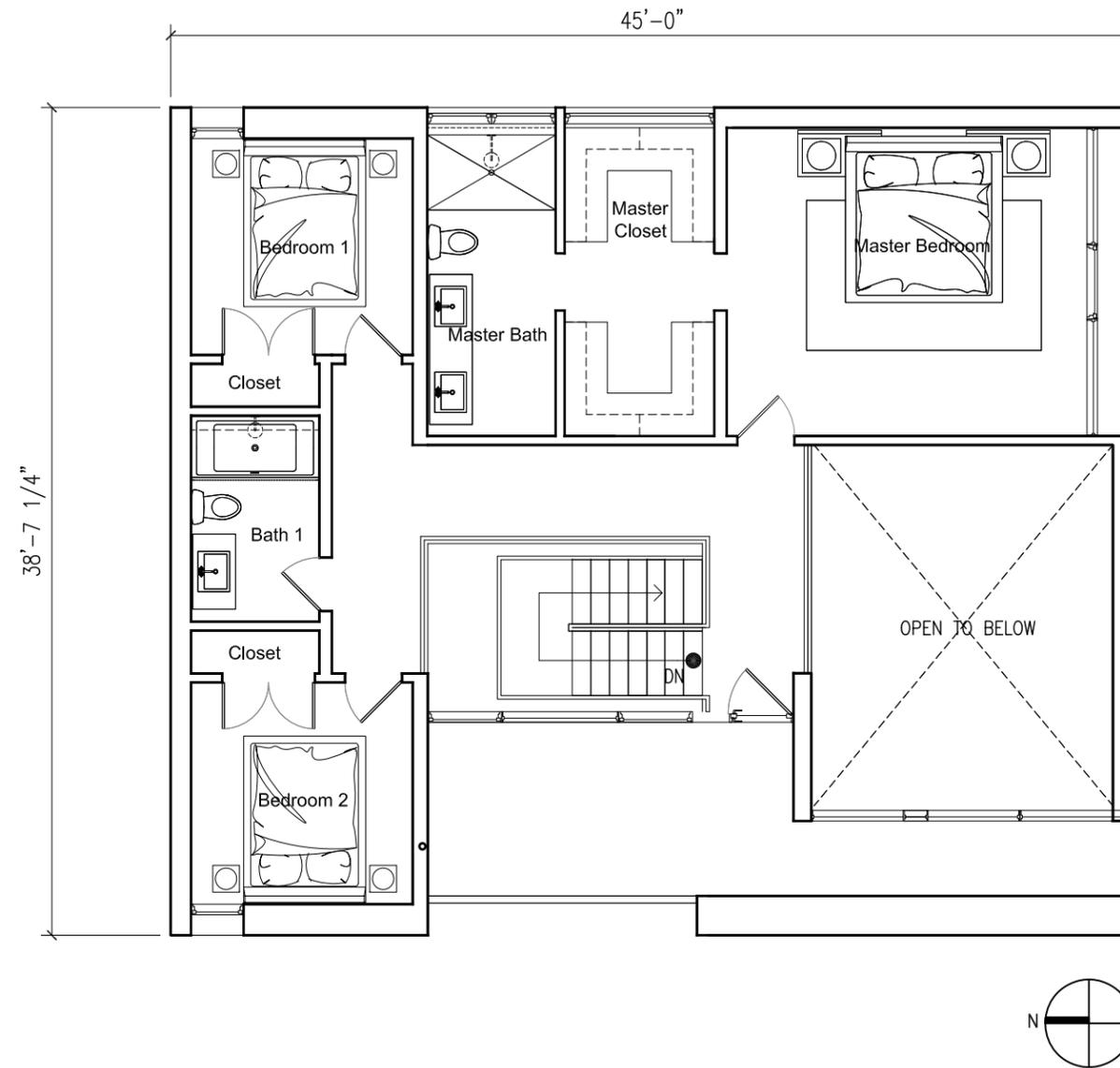
February 9, 2016

Froelich Kim Architecture

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Second Floor Plan

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



Schwartz Residence

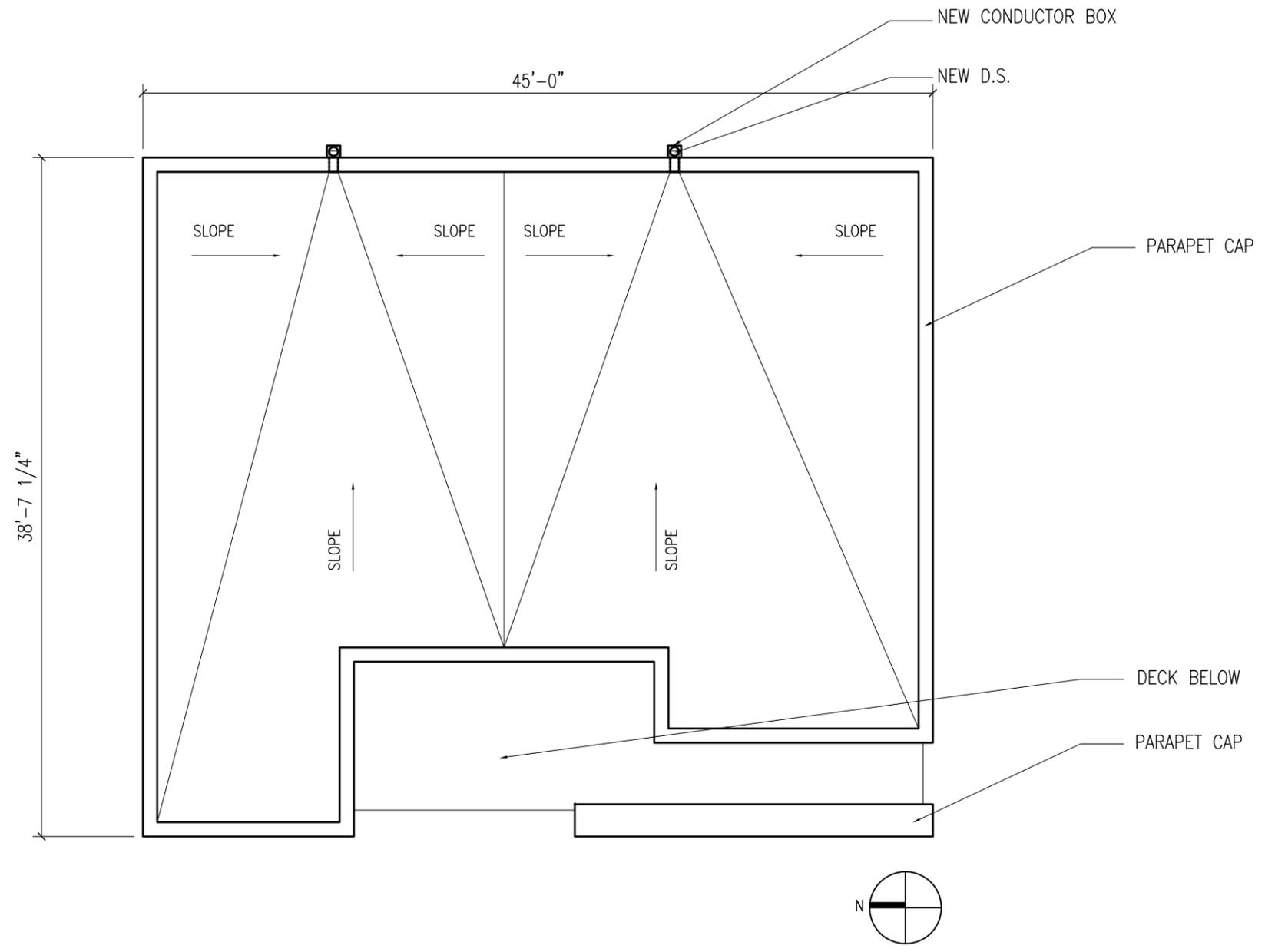
4525 North Shore Avenue
Lincolnwood, IL 60712

February 9, 2016

Froelich Kim Architecture

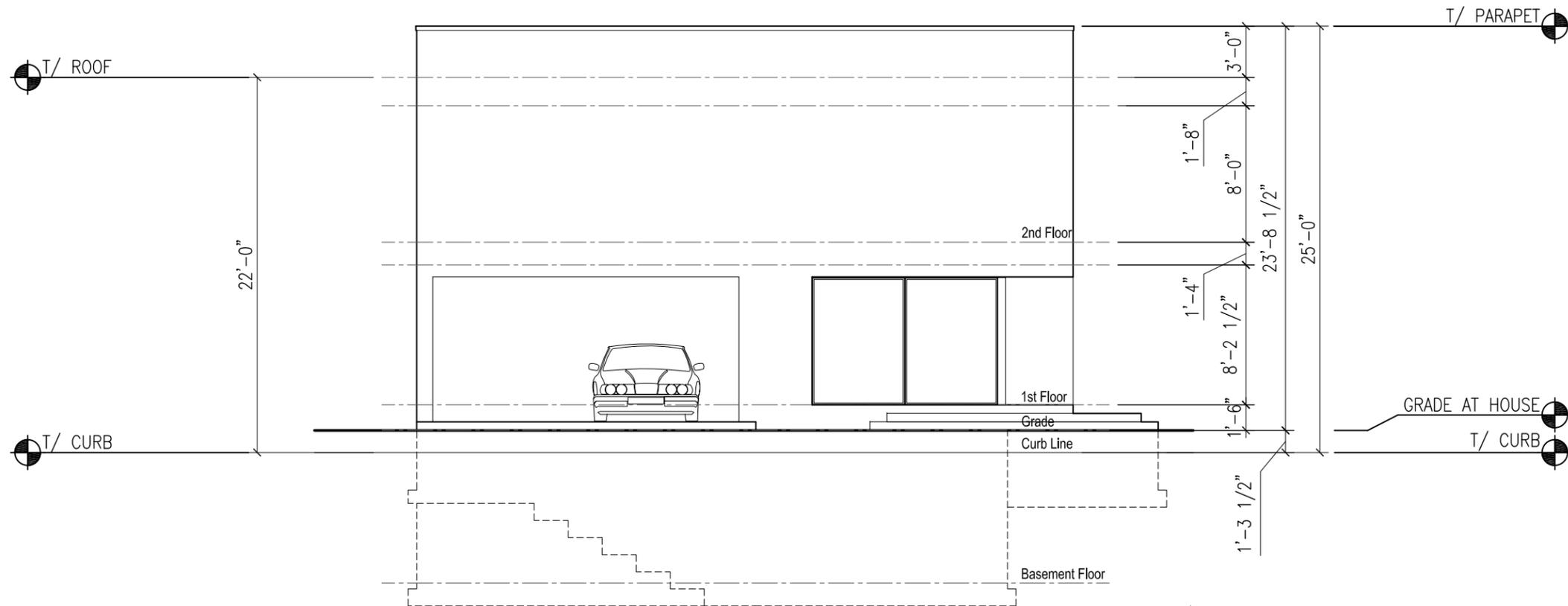
These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication.

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



Exterior Elevations

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



No Variance - North Elevation

Schwartz Residence

4525 North Shore Avenue
Lincolnwood, IL 60712

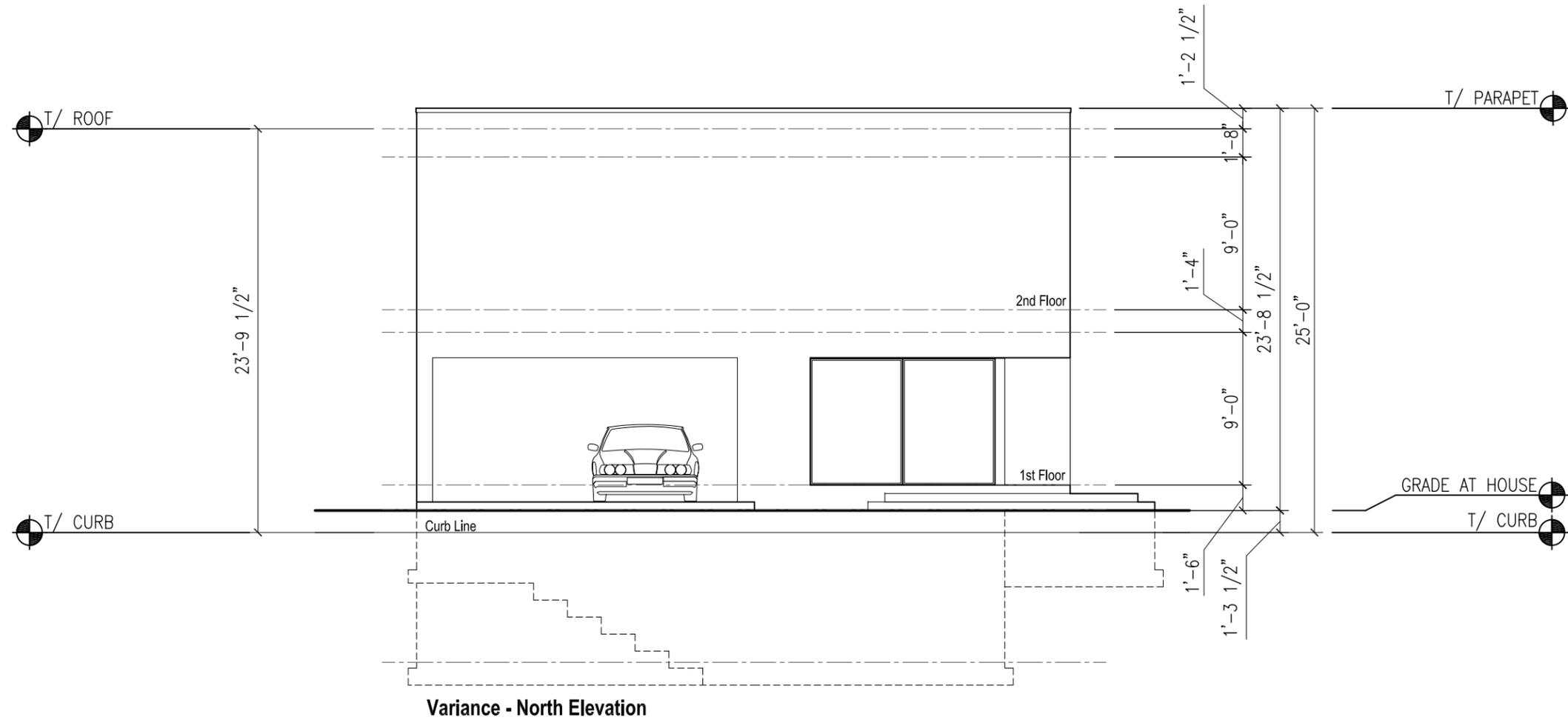
February 9, 2016

Froelich Kim Architecture

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Exterior Elevations

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



Schwartz Residence

4525 North Shore Avenue
Lincolnwood, IL 60712

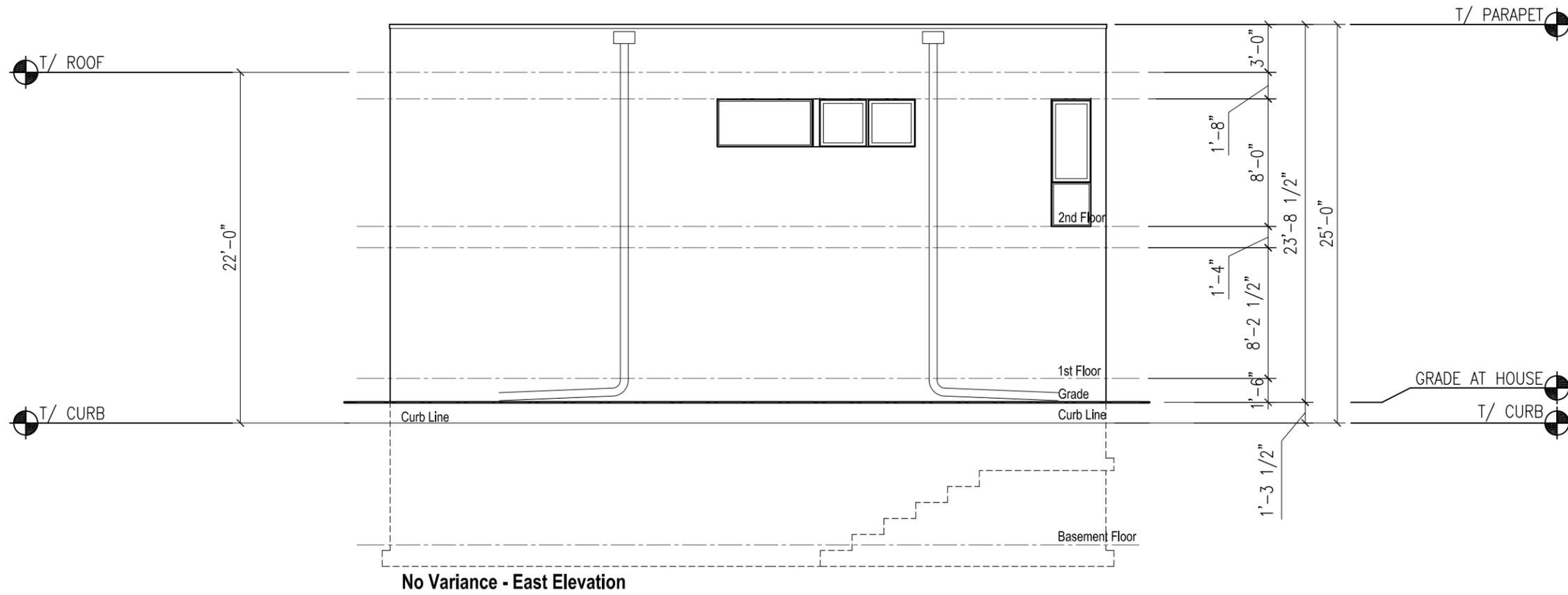
February 9, 2016

Froelich Kim Architecture

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Exterior Elevations

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



Schwartz Residence

4525 North Shore Avenue
Lincolnwood, IL 60712

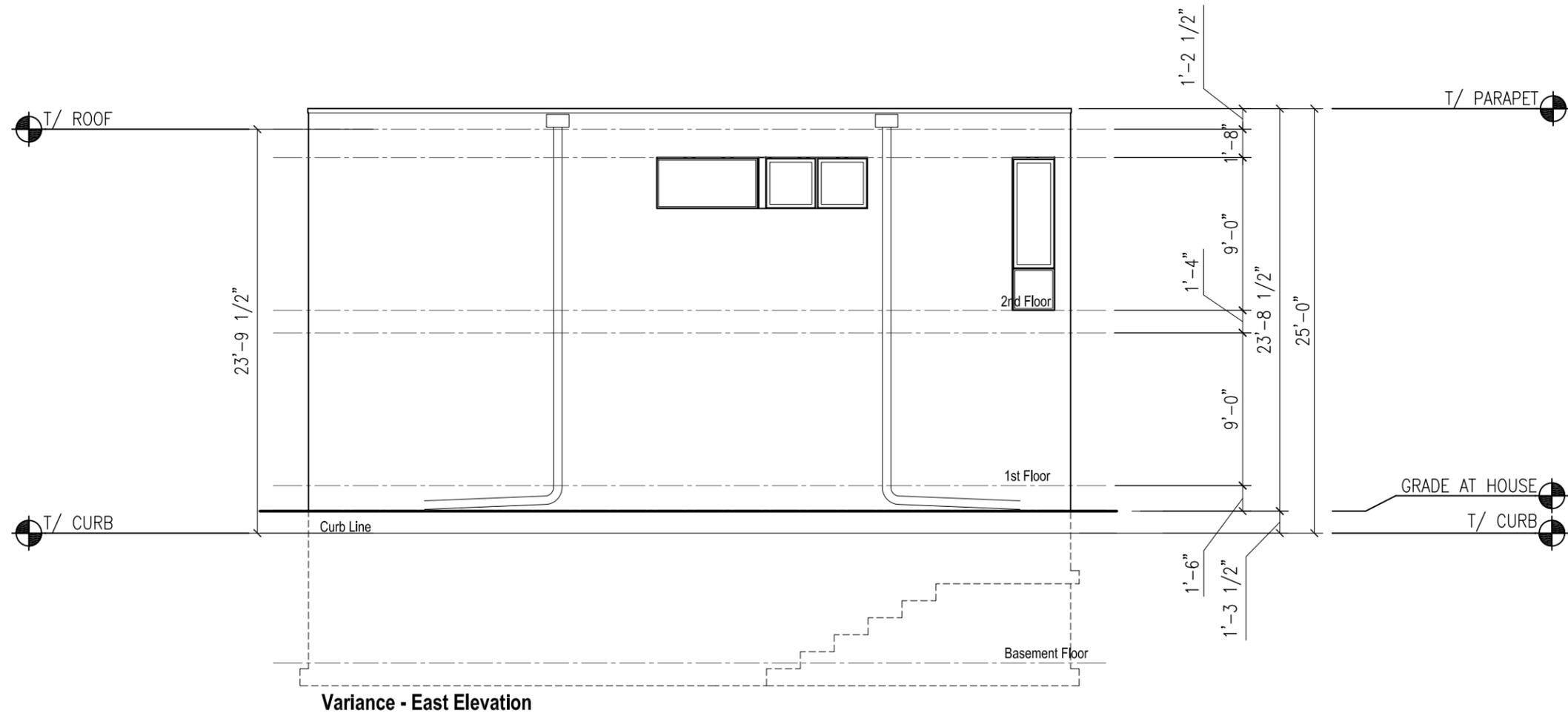
February 9, 2016

Froelich Kim Architecture

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Exterior Elevations

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



Schwartz Residence

4525 North Shore Avenue
Lincolnwood, IL 60712

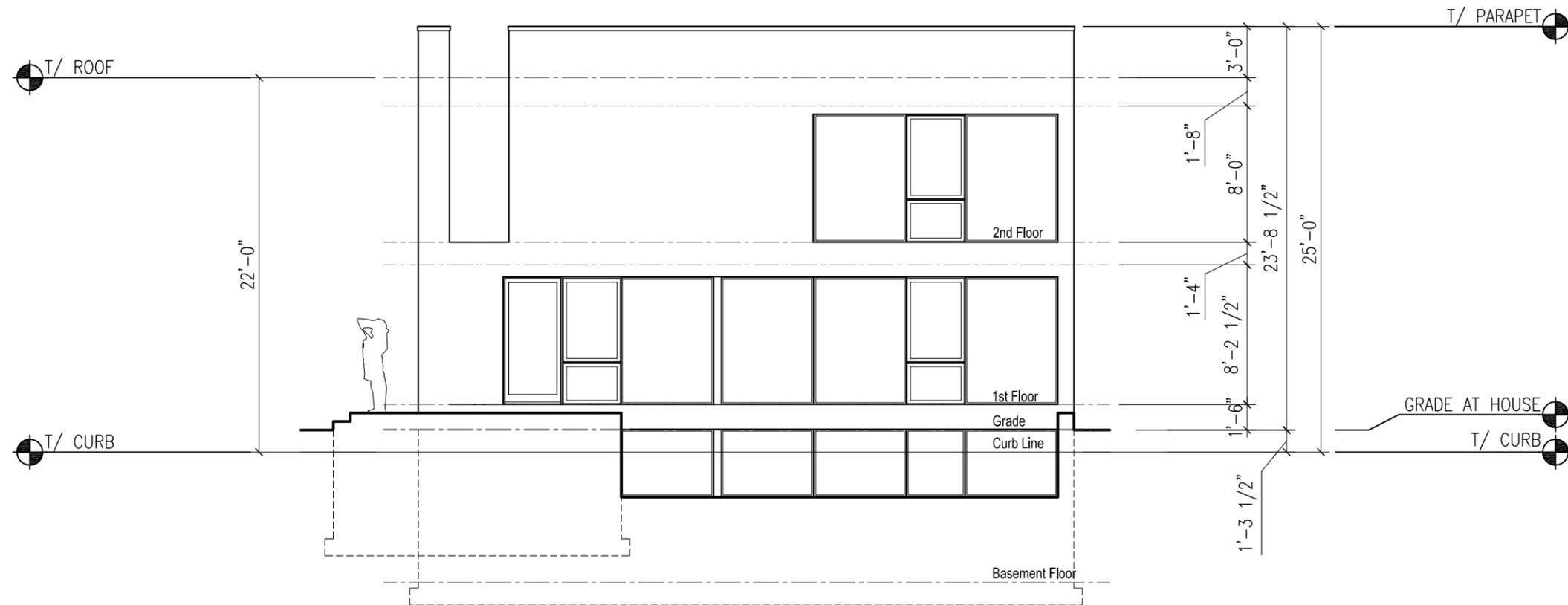
February 9, 2016

Froelich Kim Architecture

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

Exterior Elevations

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



No Variance - South Elevation

Schwartz Residence

4525 North Shore Avenue
Lincolnwood, IL 60712

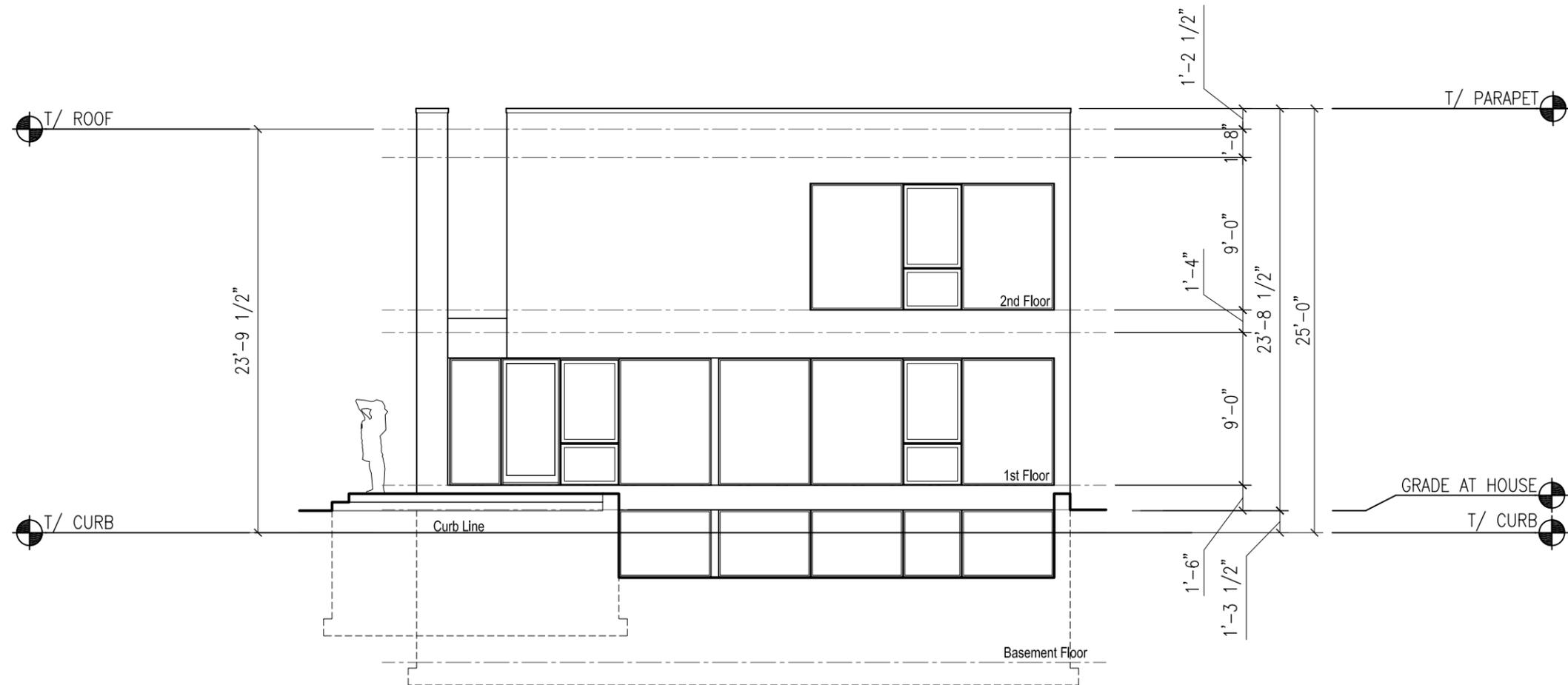
February 9, 2016

Froelich Kim Architecture

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Exterior Elevations

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



Variance - South Elevation

Schwartz Residence

4525 North Shore Avenue
Lincolnwood, IL 60712

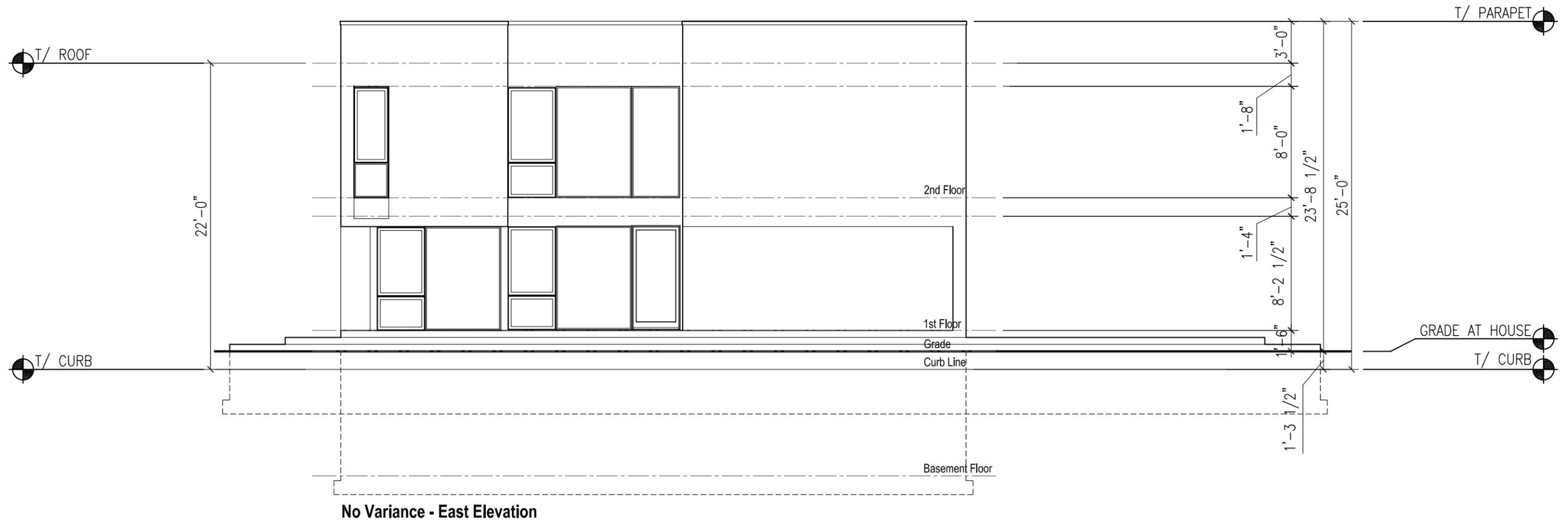
February 9, 2016

Froelich Kim Architecture

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Exterior Elevations

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



Schwartz Residence

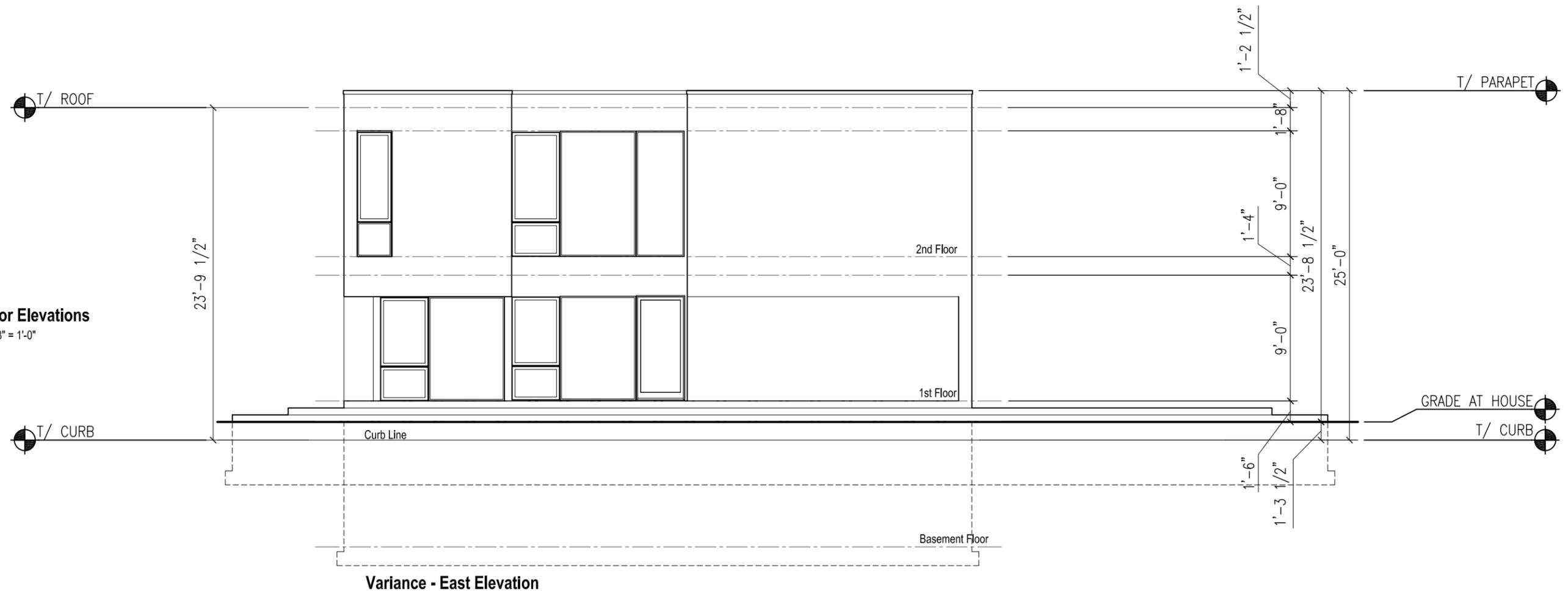
4525 North Shore Avenue
Lincolnwood, IL 60712

February 9, 2016

Froelich Kim Architecture

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



Schwartz Residence

4525 North Shore Avenue
Lincolnwood, IL 60712

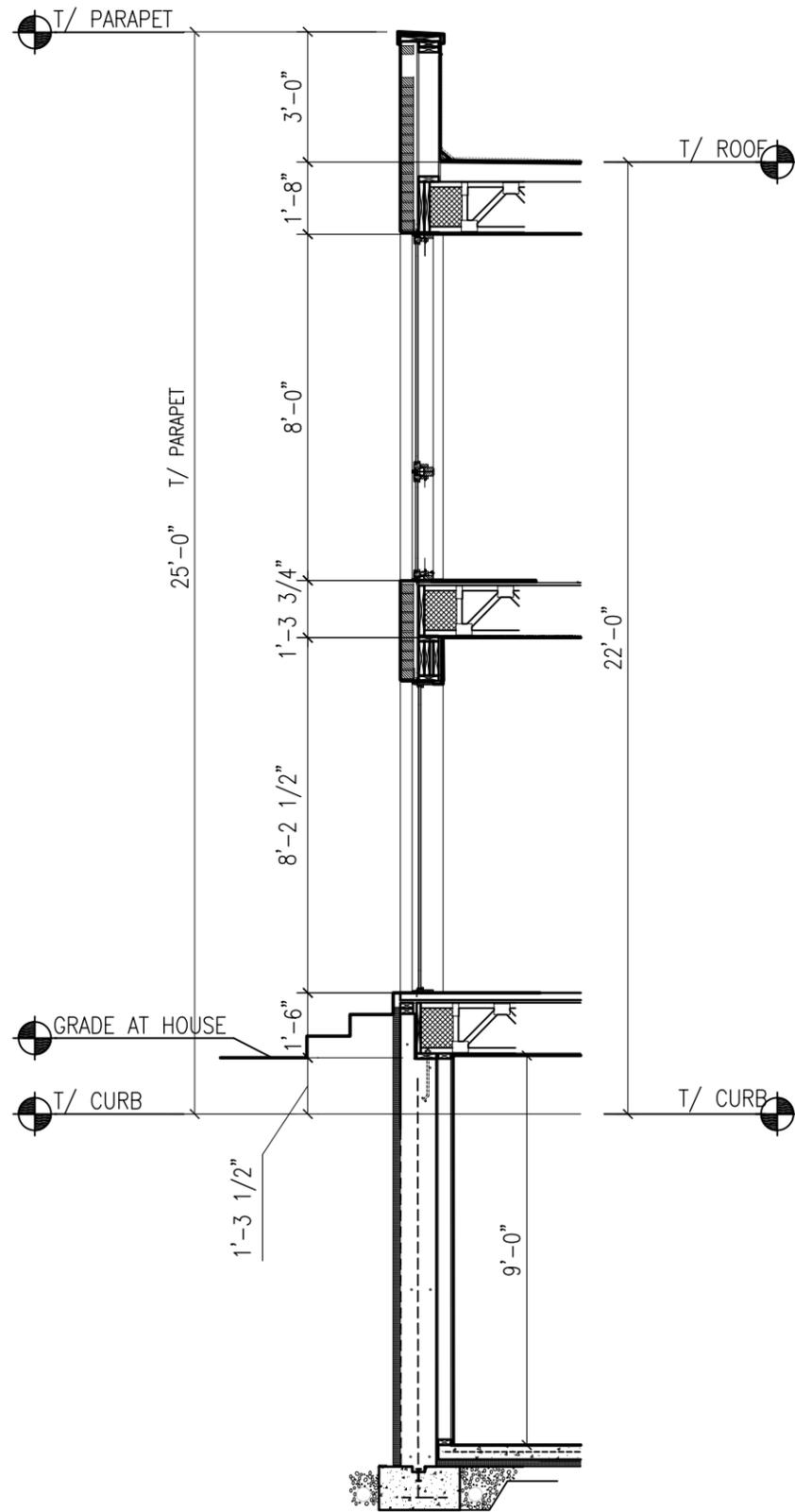
February 9, 2016

Froelich Kim Architecture

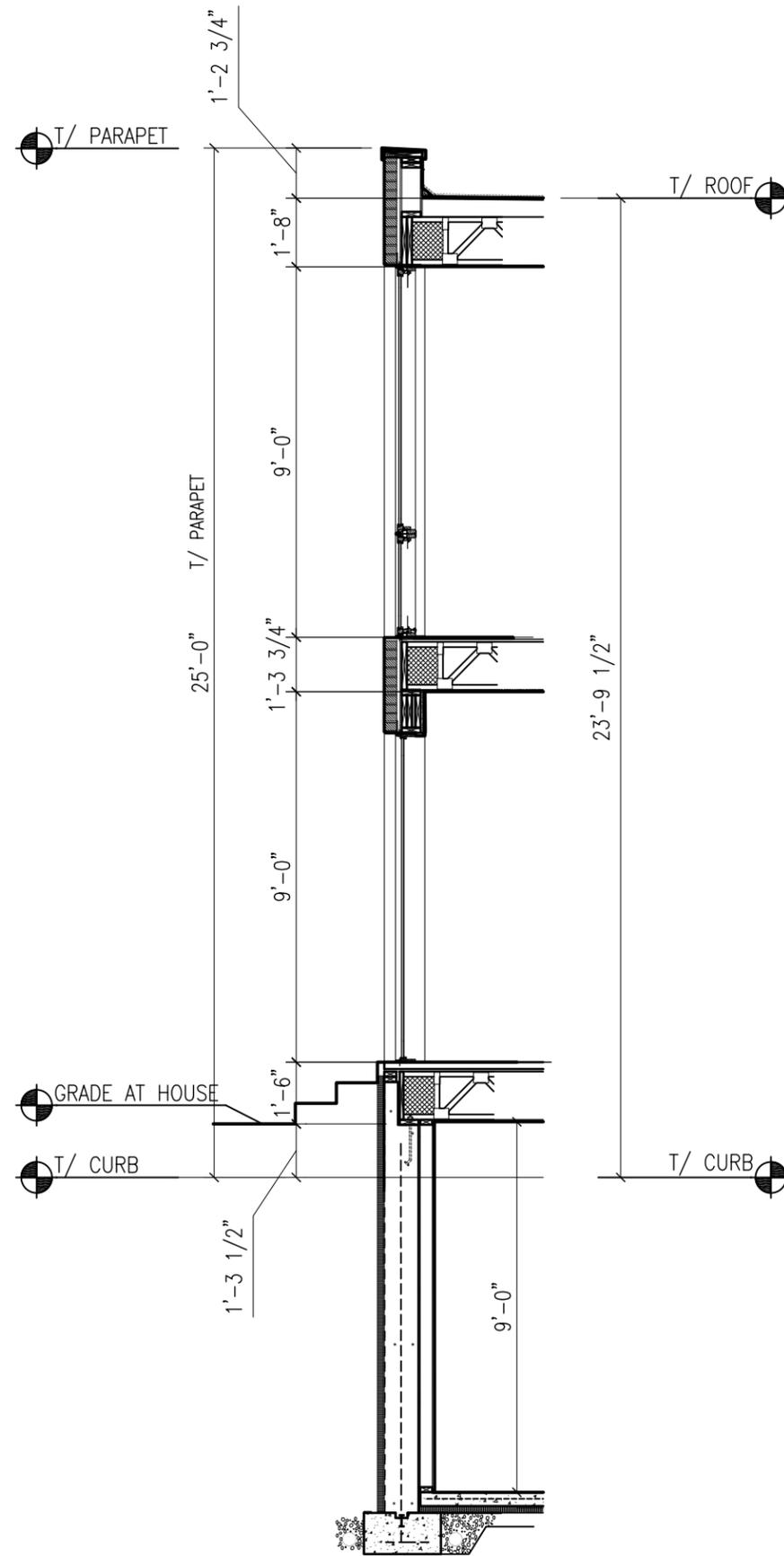
These drawings are for communication of design intent only. These drawings are not suited or intended for construction or fabrication.

Wall Section Details

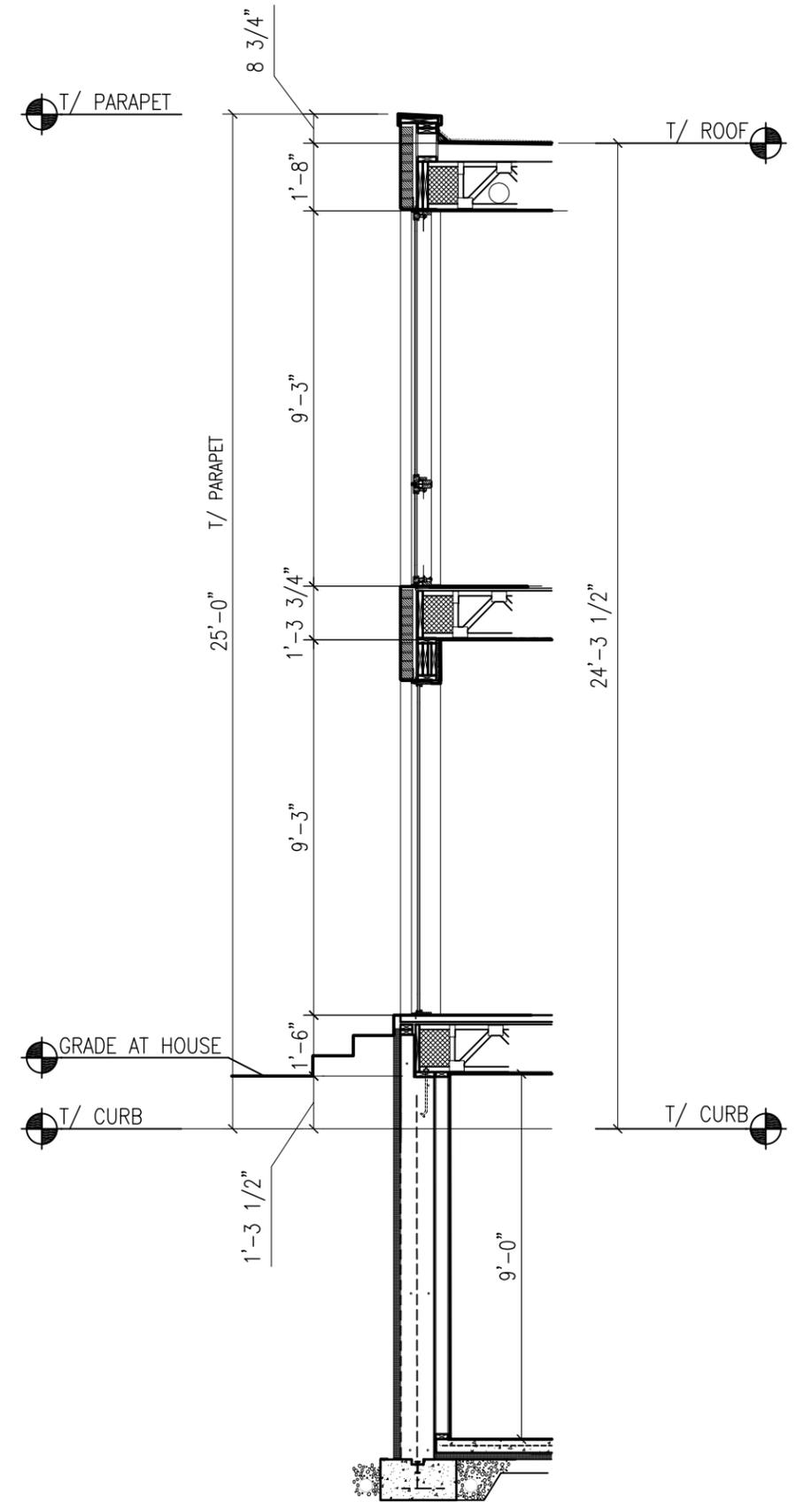
Scale: 1/4" = 1'-0"



No Variance



Variance: 9'-0" Both Ceilings



Variance: 9'-3" Both Ceilings

Schwartz Residence

4525 North Shore Avenue
Lincolnwood, IL 60712

February 9, 2016

Froelich Kim Architecture

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Request For Board Action

REFERRED TO BOARD: April 19, 2016

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Community Development Department

SUBJECT: Consideration of the following items pertaining to the School District 74 Campus located at 6855 North Crawford Avenue, 6850 and 6950 North East Prairie Road and 3925 West Lunt Avenue:

- A. Approval of an Ordinance Amending the Village of Lincolnwood Zoning Ordinance Establishing the "S" Schools Zoning District;
- B. Approval of an Ordinance Rezoning Property to the "S" Schools Zoning District; and
- C. Approval of an Ordinance Vacating a Portion of the Morse Avenue Right-of-Way.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Text and Map Amendments

At the April 5, 2016 Village Board meeting, the Village Board considered the Plan Commission recommendations concerning a Zoning Code Text Amendment to create a new "S" Schools District with proposed regulations governing this new district and a Map Amendment to remove the school campus from the R-3 Zoning District and place it in the new S Schools Zoning District. The Plan Commission recommended approval of the Text and Map Amendments by a 6-0 vote.

At its April 5, 2016 meeting, the Village Board concurred, by a 6-0 vote, with the Plan Commission recommendation for approval of the requested Text and Map Amendments and directed the Village Attorney to prepare the requisite Ordinance. Attached for approval is this proposed Ordinance prepared by the Village Attorney consistent with Village Board direction.

Plat of Vacation

The Traffic Commission considered a request to vacate the 66-foot -wide Morse Avenue right-of-way at its December 17, 2015 meeting. In accordance with the Village's procedures for vacating public property, a Notice of Public Hearing was published in the Lincolnwood Review. Notice was also mailed to each homeowner on the east side of North East Prairie Road and the west side of North Crawford Avenue, between Pratt Avenue and Lunt Avenues. No one from the community attended the meeting.

The Traffic Commission noted that while the right-of-way exists in this location, there is no roadway or other public surface improvements in this location. The right-of-way currently consists of landscaping, sidewalks and playground equipment along the north side of the Lincoln Hall school buildings on the School District 74 campus. This request is made by School District 74 in order to consolidate their campus into one lot of record as envisioned during discussions regarding the Zoning Code Text Amendment.

The Traffic Commission considered that Morse Avenue has not been utilized as a roadway for over 40 years, so there are no traffic concerns to address. The Village Engineer stated that while there are no above-ground public improvements, there are below-ground public utilities in the Morse Avenue right-of-way proposed to be vacated. Therefore, the Village Engineer recommended approval of the vacation should be contingent upon granting of an easement in the same dimensions as the right-of-way. The Traffic Commission recommended approval, by a vote of 5-0, of a Plat of Vacation for Morse Avenue, between Crawford Avenue and East Prairie Road, contingent upon School District 74 granting an easement overlaying the vacated right-of-way, in the same dimensions. The attached Ordinance includes an exhibit depicting the vacated right-of-way and granting the requested easement.

Lincoln-Touhy TIF Agreement

A team of Village representatives consisting of Trustees Elster and Patel, the Village Manager, the Community Development Director, and the Village Attorney has discussed with elected and appointed representatives of the School Board of School District 74 the attached, previously-approved Intergovernmental Agreement (IGA) between the Village and Districts 74 and 219. In that agreement, there is a provision dealing with the Lincoln-Touhy TIF stating that if residential development occurs on the Purple Hotel site, any tax increment generated which is attributable to a residential development must be declared surplus by the Village and remitted back to all taxing bodies.

At the time the Village approved this agreement, no residential uses were contemplated at the Purple Hotel site and none were allowed under the approved preliminary PUD plan for the site. Currently, it is unclear whether the Shoppes at Lincoln Pointe project will go forward. Village staff has met with many interested developers of this site who have informed the Village that they would be desirous of including some form of multi-family residential uses as a component of a mixed-use project, and the developers would be interested in securing some of the tax increment to assist in making their development economically viable. As a result, the Village is desirous of removing the provision in the IGA restricting residential uses and replacing it with a formula that provides reimbursement to the school districts for the actual expenses incurred on a per student fee for all school-age children generated by development at the Purple Hotel site, with any deficit being funded by the TIF increment. The District 74 School Board representatives present at the meeting with the Village representatives indicated that they endorsed this concept and will bring a draft revised IGA containing this clause to their next Board meeting in May.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance amending the Village of Lincolnwood Zoning Ordinance establishing the "S" Schools Zoning District
2. Proposed Ordinance Rezoning property to the "S" Schools Zoning District
3. Proposed Ordinance Vacating a portion of the Morse Avenue right-of-way
4. December 17, 2015 Traffic Commission Meeting Minutes
5. Intergovernmental Agreement Concerning Tax Increment Financing within the Village of Lincolnwood

RECOMMENDED MOTIONS:

Text Amendment Establishing Schools District

Move to approve an Ordinance amending the Village Zoning Ordinance establishing the "S" Schools Zoning District.

Plats of Vacation and Easement

Move to approve an Ordinance Rezoning property to the "S" Schools Zoning District.

Plats of Vacation and Easement

Move to approve an Ordinance Vacating a portion of the Morse Avenue right-of-way.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016-_____

**AN ORDINANCE AMENDING
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
ESTABLISHING THE SCHOOLS ZONING DISTRICT**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF APRIL, 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
ESTABLISHING THE SCHOOLS ZONING DISTRICT**

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 various 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 properties located within the Village for the operation of schools providing general public education to students in pre-kindergarten through eighth grade ("**Pre-K – 8 Schools**"); 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: (i) establish a new schools zoning district within the Village; and (ii) update and clarify the Zoning Code regulations on the use of property in the Village for Pre-K – 8 Schools (collectively, the "**Proposed Amendments**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on February 11, 2016, the Village Plan Commission conducted a public hearing on March 2, 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.

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

SECTION 2. DEFINITIONS. Section 2.02 of Article II of the Zoning Ordinance is hereby amended further to read as follows:

"2.02: DEFINITIONS.

* * *

SCHOOL, PUBLIC PRE-K – 8

~~A building~~ **All buildings and structures** operated and maintained for educational purposes **the purpose of providing general public education to students in grades Pre-Kindergarten through Eighth Grade (“Pre-K – 8”)** and such other community uses as deemed necessary and desirable. The term "public school **Pre-K – 8 school**" shall include **school administrative offices and** all educational functions, ~~the building or structure required to house them, and all accessory uses normally~~ **customarily** incidental to a public school, including but not restricted to, athletic fields, field houses, gymnasiums, parking lots, greenhouses, playgrounds, ~~stadiums,~~ and open space. ~~The term "public school" shall also include a community-centered school campus. Any building or structure used in whole or in part to house the administrative offices or maintenance and repair shops intended or used for the entire school system, or as a technical or vocational school, shall not be considered a "public~~ **Pre-K – 8** school."

* * *

SECTION 3. MULTIPLE BUILDINGS AND USES ON LOT. Section 3.07 of Article III of the Zoning Ordinance is hereby amended further to read as follows:

"3.07: MULTIPLE BUILDINGS AND USES ON LOT.

- (1) There shall be not more than one principal building on any one lot, except **within the S Schools District, or** as approved pursuant to Article VIII, Part A, of this Zoning Ordinance as part of a planned unit development.
- (2) There shall not be more than one principal use on any one lot in any Single- Family Residential District of the Village, except as approved pursuant to Article VIII, Part A, of this Zoning Ordinance as part of a planned unit development."

SECTION 4. ESTABLISHMENT OF DISTRICTS. Section 4.01 of Article IV of the Zoning Ordinance is hereby amended further to read as follows:

"4.01: ESTABLISHMENT OF DISTRICTS.

In order to accomplish the purpose of this ordinance as stated in Section 1, the Village of Lincolnwood, Illinois, is hereby divided into the following districts:

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

* * *

(12) S Schools District. This district is established to: (a) permit existing and future Pre-K – 8 school uses; and (b) provide land use regulations that specifically apply to Pre-K – 8 school uses located within the S Schools District.

SECTION 5. PERMITTED AND SPECIAL USES. Table 4.01.1 of Article IV of the Zoning Ordinance is hereby amended further to provide that all uses identified in Table 4.01.01 are prohibited in the S Schools District, except as follows:

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

Zoning Districts												
Use Category	Residential				Business			Office	Manufacturing/ Business	Public	<u>Schools</u>	Standard
	R-1	R-2	R-3	R-4	B-1	B-2	B-3 PD	O-1	M-B (Note 8)	P	<u>S</u>	
* * *												
MISCELLANEOUS INSTITUTIONAL												
* * *												
Educational Facility												
College and university	—	—	—	—	—	—	—	S	S	—	<u>—</u>	
School, K-12 <u>Pre-K – 8</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	—	—	—	—	—	—	<u>P</u>	
Trade, music or dance school, for-profit	—	—	—	—	P	P	P	P	S	—	<u>—</u>	

* * *

SECTION 6. ADDITIONAL USE STANDARDS. Section 4.09 of Article IV of the Zoning Ordinance is hereby re-titled and amended further to read as follows:

“4.09: ADDITIONAL USE STANDARDS ~~FOR PUBLIC OPEN SPACE.~~

(1) Public open space

- ~~(1)~~**a.** Parks and boundaries of parks. The parks located within the Village and park boundaries are as set forth in the Village Code.
- ~~(2)~~**b.** Hours. Opening and closing hours for all Parks shall be as determined by the Board of Trustees as set forth in the Village Code.

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

- ~~(3)~~c. Off-street parking and off-street loading. Parking shall be in accordance with applicable regulations set forth herein in Article VII.
- ~~(4)~~d. Signs. Signs in the P District shall comply with the regulations set forth in Article XI of this Zoning Ordinance.
- ~~(5)~~e. Lighting/security lighting. As determined by the Zoning Officer.
- ~~(6)~~f. Nonconforming buildings, structures and uses. Nonconforming buildings, structures and uses shall be governed by the applicable regulations set forth in Article IX of this ordinance.
- ~~(7)~~g. Accessory buildings, structures and uses. In addition to parks and playgrounds as permitted in Table 4.01.1, the following accessory buildings, structures and uses are permitted in the Public Open Space - Recreation - Park District:
 - ~~a~~i. Accessory buildings including, but are not limited to, indoor recreation and fitness facilities, clubhouses, washrooms, changing rooms, maintenance buildings, indoor/outdoor shelter structures, bleachers, arbors, pergolas, recreation and community centers;
 - ~~b~~ii. Accessory commercial facilities, including concession stands, where incidental to the operation of public recreational uses;
 - ~~e~~iii. Sculpture garden, public;
 - ~~d~~iv. Outdoor storage of park supplies;
 - ~~e~~v. Privately operated baseball/softball recreational facilities open to the general public;
 - ~~f~~vi. Meeting and recreation facilities for Veterans' organizations located in public buildings; and
 - ~~g~~viii. Other uses which are found by the Plan Commission to be similar to permitted and special uses in the P District.
- ~~(8)~~h. The following temporary uses are permitted, subject to conditions, as follows:
 - ~~a~~i. Festivals and carnivals shall be permitted only when sponsored by a not-for-profit religious, philanthropic or civic group or organization; provided however, than any

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

such use shall require the specific prior approval of the Board of Trustees by ordinance.

- b.ii. Indoor and outdoor art, craft, plant, concerts, shows and other amusements. Such use shall require the specific prior approval of the Board of Trustees by ordinance.

(2) Pre-K – 8 Schools.

- a. **Off-street parking and off-street loading. Parking within the S Schools District shall comply with the applicable regulations set forth in Article VII of this Zoning Ordinance.**
- b. **Nonconforming buildings, structures and uses. Nonconforming, buildings, structures and uses within the S Schools District shall be governed by the applicable regulations set forth in Article IX of this Zoning Ordinance.**
- c. **Accessory buildings, structures and uses. In addition to Pre-K – 8 school buildings, the following accessory buildings, structures and uses are permitted in the S Schools District:**
 - i. **Accessory buildings, including, but not limited to, clubhouses, washrooms, changing rooms, indoor and outdoor shelter structures, bleachers, baseball backstops, concession stands, arbors, and pergolas not to exceed 35 feet in height;**
 - ii. **An accessory preschool and day care center not to exceed five percent of the total gross floor area within the S Schools District;**
 - iii. **Accessory recreation and open space uses, including, but not limited to, baseball fields, soccer fields, basketball courts, other athletic fields, playground equipment, and gardens;**
 - iv. **Accessory administrative and office uses related to the administration of Pre-K – 8 Schools; and**
 - v. **Accessory temporary classroom structures, but only pursuant to a special use permit approved by the Board of Trustees in accordance with Section 5.17 of this Zoning Ordinance.**
- d. **Stormwater management. All buildings, structures, and other improvements located within the S Schools District must**

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

comply with all applicable laws, ordinances, and regulations pertaining to stormwater management, including, without limitation, Article 6 of Chapter 12 of the Municipal Code of Lincolnwood.”

SECTION 7. AREA, BULK, DENSITY AND SETBACK STANDARDS: S SCHOOLS DISTRICT. Article IV of the Zoning Ordinance is hereby amended further to add a new Section 4.15, which hereafter reads as follows:

“4.15: AREA, BULK, DENSITY AND SETBACK STANDARDS: S SCHOOLS DISTRICT.

<u>Lot Standards</u>	<u>Standard</u>
<u>Minimum Lot Size</u>	<u>10 acres</u>
<u>Maximum impervious coverage %</u>	<u>60%</u>
<u>Minimum Required Setbacks (feet)</u>	
<u>Front Yard-Abutting Pratt Avenue</u>	<u>75</u>
<u>Front Yard-Other</u>	<u>30</u>
<u>Side Yard</u>	<u>15</u>
<u>Rear Yard</u>	<u>30'</u>
<u>Maximum Building Height (feet)</u>	<u>60 feet</u>
<u>Maximum Floor Area Ratio</u>	<u>0.6”</u>

SECTION 8. GENERAL STANDARDS FOR OFF-STREET PARKING FACILITIES. Section 7.06 of Article VII of the Zoning Ordinance is hereby amended further to read as follows:

“7.06: GENERAL STANDARDS FOR OFF-STREET PARKING FACILITIES.

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

* * *

- (15) No new open-air, off-street parking spaces may be constructed after March 15, 2016 within a required front, rear, or side yard setback located within the S Schools District, except pursuant to a special use permit approved by the Board of Trustees in accordance with Section 5.17 of this Zoning Ordinance. Any open-air, off-street parking spaces constructed on or before March 15, 2016 may be located within a required front, rear, or side yard setback within the S Schools District without a special use permit.”**

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

SECTION 9. OFF STREET PARKING SCHEDULE. Section 7.10 of Article VII of the Zoning Ordinance is hereby amended further to read as follows:

“7.10: OFF-STREET PARKING SCHEDULE.

Table 7.10.01

Use Category	Required Parking Spaces
* * *	*
Miscellaneous/institutional uses	
* * *	*
Educational Facilities	
* * *	*
School, nursery, kindergarten to junior high <u>Pre-K - 8</u>	+ <u>.08</u> spaces for each faculty member and one <u>.08 spaces</u> for each other full-time employee, plus 1 space per 20 <u>60</u> students

* * *

SECTION 10. 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 11. 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 April, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of April, 2016.

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

ATTESTED and FILED in my office this ____
day of April 2016.

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

#39726238_v2

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

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016-_____

**AN ORDINANCE REZONING PROPERTY
TO THE S SCHOOLS ZONING DISTRICT**

(6850 and 6950 North East Prairie Road, 3925 West Lunt Avenue,
and 6855 North Crawford Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF APRIL, 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 April, 2016

Village Clerk

ORDINANCE NO. 2016-_____

**AN ORDINANCE REZONING PROPERTY
TO THE S SCHOOLS ZONING DISTRICT**

(6850 and 6950 North East Prairie Road, 3925 West Lunt Avenue,
and 6855 North Crawford Avenue)

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, Lincolnwood School District 74 ("**Owner**") is the record title owner of those certain properties located at the addresses commonly known as 6850 and 6950 North East Prairie Road, 3925 West Lunt Avenue, and 6855 North Crawford Avenue, Lincolnwood, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (collectively, the "**Property**"); and

WHEREAS, the Property is currently located within the R-3 Residential Zoning District of the Village; and

WHEREAS, the Owner has submitted an application to the Village requesting that the Village rezone the Property into the S Schools Zoning District of the Village ("**S District**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on February 11, 2016, the Village Plan Commission conducted a public hearing on March 2, 2016, concerning amendments to the Village of Lincolnwood Official Zoning Map ("**Zoning Map**") to rezone the Property into the S District ("**Requested Rezoning**"); and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the President and Board of Trustees approve the Requested Rezoning of the Property, 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 it will serve and be in the best interest of the Village and its residents to rezone the Property into the S District;

NOW, THEREFORE, BE IT ORDAINED BY THE 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. ZONING MAP AMENDMENT. The Zoning Map of the Village is hereby amended to rezone the Property into the S District, in accordance with, and pursuant to, Section 5.16 of the Zoning Ordinance and the home rule powers of the Village.

SECTION 3. SEVERABILITY. If any provisions 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 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.

PASSED this ___ day of April, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ___ day of April, 2016.

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

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

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Commonly referred to as 6850 and 6950 North East Prairie Road, 3925 West Lunt Avenue, and 6855 North Crawford Avenue, Lincolnwood, Illinois.

P.I.N.'s: 10-35-115-046-8001
 10-35-115-046-8002
 10-35-116-024-0000
 10-35-116-025-0000
 10-35-116-044-0000
 10-35-127-024-0000
 10-35-129-001-0000
 10-35-129-018-0000
 10-35-129-019-0000
 10-35-129-020-0000
 10-35-130-015-0000

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016-____

**AN ORDINANCE VACATING A PORTION OF THE
MORSE AVENUE RIGHT-OF-WAY**

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 VACATING A PORTION OF THE
MORSE AVENUE RIGHT-OF-WAY**

WHEREAS, Lincolnwood School District 74 ("***District***") is an Illinois school district, with jurisdictional boundaries coterminous with those of the Village; and

WHEREAS, the District is the record owner of those certain parcels of real property bounded by Lunt Avenue, East Prairie Road, Farwell Avenue, and Crawford Avenue, all in the Village, and legally described on **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("***Property***"); and

WHEREAS, the Property is bisected by a segment of the Morse Avenue right-of-way, which segment has not been used for vehicular purposes for over 40 years; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1, authorizes the Village Board of Trustees to vacate any public street, alley, or right-of-way, or part thereof, in order to serve the public interest; and

WHEREAS, the Village Board of Trustees has determined that the public interest will be served by vacating that portion of the Morse Avenue right-of-way located between Crawford Avenue and East Prairie Road, which portion of the right-of-way is legally described on **Exhibit B** attached to and, by this reference, made a part of this Ordinance ("***Right-of-Way***"), as described in and depicted on the Plat of Vacation attached to, and by this reference, made a part of this Ordinance as **Exhibit C** ("***Plat of Vacation***"), subject to the terms and conditions set forth in this Ordinance; and

WHEREAS, the Village Board of Trustees has further determined that, upon the effective date of the vacation of the Right-of-Way, the Right-of-Way will be incorporated into and made a part of the Property, and title and sole responsibility of upkeep and maintenance shall vest in the District, as the owner of the Property; and

WHEREAS, the Village Board of Trustees has found that the vacation of the Right-of-Way will not inhibit any currently existing street access for any parcel or tract dependent on the Right-of-Way as its sole means of access; and

WHEREAS, the Board of Trustees has determined that the vacation of the Right-of-Way will enable the orderly and sensible development of the Property in a manner consistent with the zoning and subdivision ordinances of the Village and with the long-term plans and goals of the Village; and

WHEREAS, the Board of Trustees has further determined that the vacation of the Right-of-Way will facilitate the continued provision by the District of high-quality educational services to thousands of children residing in the Village, and that the benefits that will accrue to the District as a result of such vacation will have a positive impact on the Village and all of its residents; and

WHEREAS, the Village Board of Trustees has determined that the vacation of the Right-of-Way will serve and be in the best interest of the Village;

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. VACATION OF THE RIGHT-OF-WAY. Subject to, and contingent upon, the condition set forth in Section 3 of this Ordinance, and pursuant to 65 ILCS 5/11-91-1 and the home rule powers of the Village, the Village Board of Trustees hereby: (a) vacates that Right-of-Way depicted on the Plat of Vacation; and (b) approves the Plat of Vacation.

SECTION 3. CONDITION. Immediately upon the recordation of this Ordinance and the Plat of Vacation, as provided in Section 4 of this Ordinance, the District must take all actions necessary for the assignment of new property identification numbers for the vacated Right-of-Way.

SECTION 4. RECORDATION. The Village Clerk is hereby directed to cause this Ordinance and the Plat of Vacation to be recorded in the Office of the Recorder of Cook County.

SECTION 6. TITLE TO THE VACATED RIGHT-OF-WAY. Upon the recordation of this Ordinance and the Plat of Vacation, as provided in Section 4 of this Ordinance, the vacated Right-of-Way is to be incorporated into and made a part of the Property, and title will vest in the then-owner of the Property. Following the recordation of this Ordinance, the vacated Right-of-Way will be and remain a part of the Property, unless and until a plat of subdivision is approved by the Village in accordance with all applicable state and local statutes, ordinances, and regulations.

SECTION 7. MAINTENANCE OF THE VACATED RIGHT-OF-WAY. After the recordation of the Plat of Vacation and this Ordinance, the Village will have no obligation to maintain or perform improvements on the vacated Right-of-Way.

SECTION 8. RESERVATION OF RIGHTS. The vacation of the Right-of-Way does not affect any easement rights the Village may have with regard to the Property, and such vacation shall be subject to and limited by the easements and other rights set forth on the Plat of Vacation.

SECTION 9. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance 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 10. EFFECTIVE DATE. This Ordinance will be effective only upon the occurrence of all of the following events:

- A. Passage by three-fourths of the members of the Village Board of Trustees, excluding the Village President, in the manner required by law;
- B. Publication in pamphlet form in the manner required by law; and
- C. The recordation of this Ordinance, together with such exhibits as the Village Clerk shall deem appropriate for recordation, with the Office of the Recorder of Cook County.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2016.

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

ATTESTED and FILED in my office the
____ day of _____, 2016.

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

#38276905_v3

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Commonly referred to as 6850 and 6950 North East Prairie Road, 3925 West Lunt Avenue, and 6855 North Crawford Avenue, Lincolnwood, Illinois.

P.I.N.'s: 10-35-115-046-8001
 10-35-115-046-8002
 10-35-116-024-0000
 10-35-116-025-0000
 10-35-116-044-0000
 10-35-127-024-0000
 10-35-129-001-0000
 10-35-129-018-0000
 10-35-129-019-0000
 10-35-129-020-0000
 10-35-130-015-0000

EXHIBIT B

LEGAL DESCRIPTION OF THE RIGHT-OF-WAY

MORSE AVENUE AS DEDICATED PER DOCUMENT 100589 AND 15942509, BEING A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

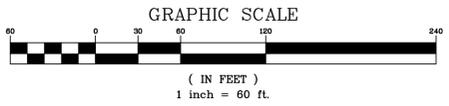
PLAT OF VACATION

SURVEY PREPARED FOR

LINCOLNWOOD SCHOOL DISTRICT #74
6950 E PRAIRIE ROAD
LINCOLNWOOD, ILLINOIS 60712

PLAT OF VACATION & EASEMENT GRANT

OF MORSE AVENUE AS DEDICATED PER DOCUMENT 100589 AND 15942509, BEING A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



BASIS OF BEARINGS

BEARINGS ARE BASED UPON AN ASSUMED GRID NORTH AZIMUTH

LEGEND

= VACATED RIGHT-OF-WAY
 = EASEMENT HEREBY GRANTED

AREA SUMMARY

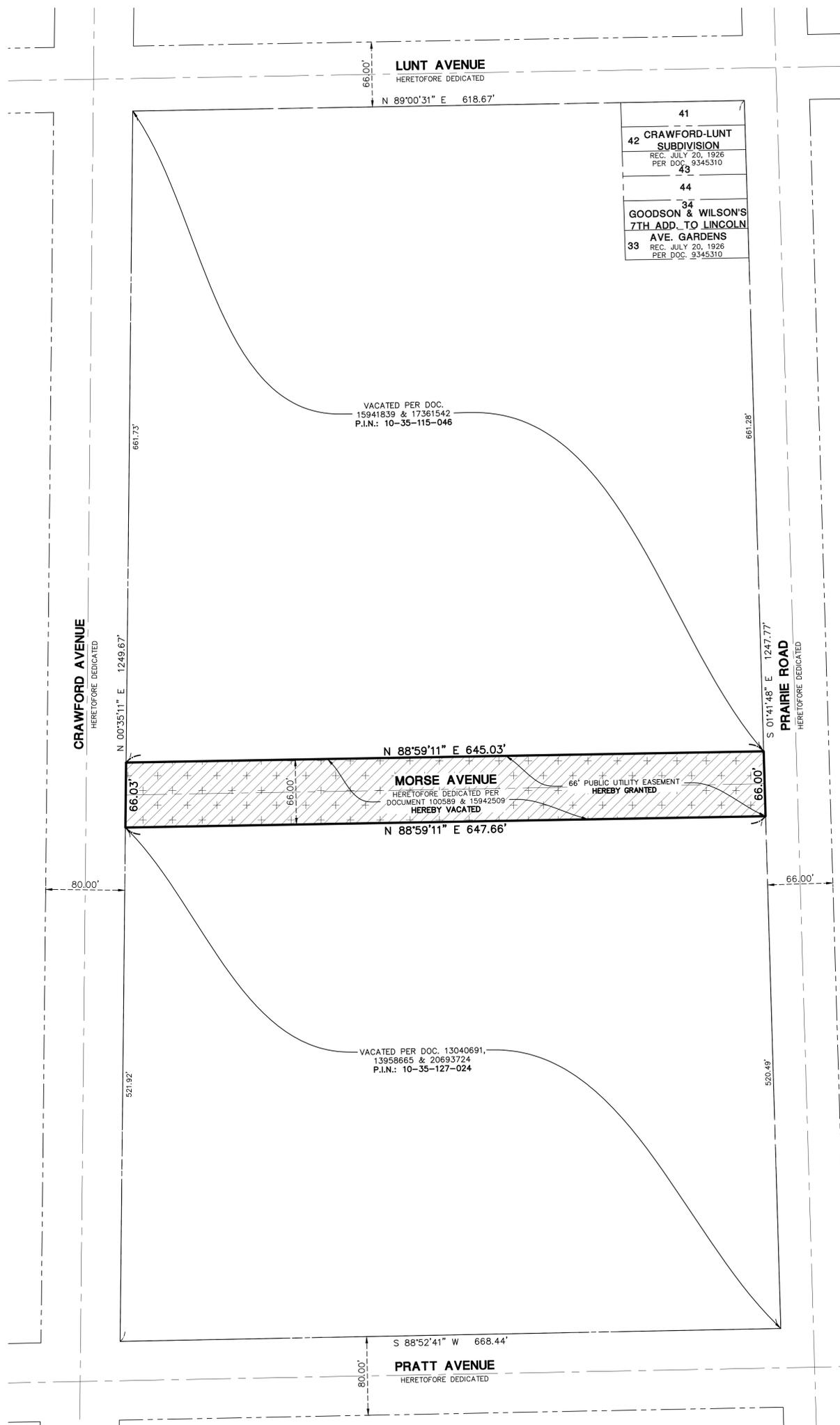
VACATED R.O.W.: 42,659 SQUARE FEET (0.979 AC.±)
EASEMENT GRANT: 42,659 SQUARE FEET (0.979 AC.±)

VILLAGE EASEMENT PROVISIONS

A PUBLIC UTILITY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LINCOLNWOOD AND ITS FRANCHISEES, PERMITEES OR LICENSEES FOR ALL AREAS HEREON PLATTED AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.), TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES IN, UNDER, OVER, ACROSS, ALONG AND UPON THE SURFACE OF SAID EASEMENT, INCLUDING BUT NOT LIMITED TO THE FOLLOWING WITHOUT LIMITATION, WATER MAINS, STORMWATER RUNOFF, STORM SEWERS, SANITARY SEWERS & INTERCEPTORS, GAS MAINS, TELEPHONE CABLES, ELECTRICAL LINES, AND CABLE TELEVISION AND WHERE ADJACENT TO PUBLIC RIGHT OF WAY OR STORMWATER CONTROL EASEMENTS FOR PUBLIC PEDESTRIAN EGRESS AND INGRESS TO SIDEWALKS OR PATHWAY SYSTEMS. NO ENCROACHMENT OF ANY KIND SHALL BE ALLOWED WITHIN SAID EASEMENT UNLESS THE VILLAGE DETERMINES THAT SAID ENCROACHMENT SHALL NOT INTERFERE WITH THE PROPER FUNCTIONING OF ALL SUCH PERMITTED USES, SUCH AS ENCROACHMENT BY NON-INTERFERING GARDENS, EXISTING WALKS, SHRUBS AND OTHER LANDSCAPING MATERIAL. THE VILLAGE AND ITS FRANCHISEES, PERMITEES OR LICENSEES WITH PERMITS FROM THE VILLAGE MAY ENTER UPON SAID EASEMENT FOR THE USES HEREIN SET FORTH AND HAVE THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED "PUBLIC UTILITY EASEMENT" WHICH ENCROACH ON AND INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND SUCH FACILITIES APPURTENANT THERETO.

FOLLOWING ANY WORK TO BE PERFORMED BY VILLAGE FRANCHISEES, PERMITEES OR LICENSEES WITH PERMITS FROM THE VILLAGE, IN THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN, SAID ENTITIES SHALL MAKE SURFACE RESTORATIONS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: BACKFILL ANY TRENCH, RESTORE CONCRETE AND ASPHALT SURFACES, TOPSOIL AND SEED, REMOVE EXCESS DEBRIS, MAINTAIN AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION. ALL SAID RESTORATION SHALL BE COMPLETED IN ACCORDANCE WITH VILLAGE STANDARDS AND SUBJECT TO VILLAGE APPROVAL.

FOLLOWING ANY WORK TO BE PERFORMED BY THE VILLAGE IN THE EXERCISE OF ITS EASEMENT RIGHTS GRANTED HEREIN, THE VILLAGE SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE LAWN OR SHRUBBERY.



VILLAGE BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, ILLINOIS, HAVE REVIEWED AND APPROVED THIS PLAT.

DATED AT LINCOLNWOOD, COOK COUNTY, ILLINOIS,

THIS ____ DAY OF _____, A.D., 20____

VILLAGE PRESIDENT

VILLAGE CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT WE, MANHARD CONSULTING LTD., HAVE PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF VACATING RIGHT-OF-WAY AND GRANTING EASEMENTS FOR THE PURPOSES SHOWN HEREON, AND THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

GIVEN UNDER MY HAND AND SEAL THIS 14TH DAY OF JANUARY, 2016.

Samuel J. Phillippe
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003699
LICENSE EXPIRES: NOVEMBER 30, 2016
DESIGN FIRM PROFESSIONAL REGISTRATION NO. 184003350
EXPIRES APRIL 30, 2017



GENERAL NOTES:

- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. CURVED LINES ARE DENOTED WITH ARC LENGTHS UNLESS OTHERWISE NOTED.
- THERE MAY BE ADDITIONAL TERMS, POWERS, PROVISIONS AND LIMITATIONS CONTAINED IN AN ABSTRACT DEED, LOCAL ORDINANCES, DEEDS, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD.
- COMPARE ALL POINTS BEFORE BUILDING BY SAME AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

SHEET	PROJ. MGR.: S.P.
1 OF 1	PROJ. ASSOC.: S.P.
	DRAWN BY: S.P.
	DATE: 01-14-15
AILWL01	SCALE: 1" = 20'

LINCOLNWOOD SCHOOL DIST. 74	
LINCOLNWOOD, IL	
PLAT OF VACATION & EASEMENT GRANT	

Manhard CONSULTING LTD
700 Springer Drive, Lombard, IL 60148 ph: 630.881.8800 fx: 630.881.8865 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY



TRAFFIC COMMISSION, VILLAGE OF LINCOLNWOOD
6900 N. Lincoln Avenue, Lincolnwood, IL 60712

Regular Meeting Minutes

December 17, 2015

Police/Fire Training Room

6900 North Lincoln Avenue

Lincolnwood, IL 60712

1. Call to Order

Chair Gelfund called the meeting to order at 7:01 p.m.

2. Roll-call

Present

Mr. Antonio Costantino, Commissioner

Mr. Donald Gelfund, Commission Chair

Ms. Georjean Nickell, Commissioner

Mr. Claude Petit, Commissioner

Mr. Scott Troiani, Commissioner

Mr. Barry Bass, Village Trustee

James Amelio, Village Engineer

Robert LaMantia, Chief of Police

Andrew Letson, Assistant to the Public Works Director

Excused

Mr. Mark Bonner, Commissioner

Mr. James Lee, Commissioner

Michael Knapp, Police Officer

Ashley Engelman, Public Works Director

3. Report by Chair

Chairman Gelfund reported that the Traffic Commission is comprised of resident volunteers appointed by the Mayor and Village Board of Trustees to review, analyze, discuss, and recommend objective traffic safety initiatives to the Village Board.

4. Approval of Minutes

Commissioner Nickel moved to approve the minutes of October 22, 2015.

Commissioner Troiani seconded. The motion was unanimously approved.

5. Unfinished Business

None

6. New Business

Consideration of a Request by Lincolnwood School District 74 to Vacate Morse Avenue between East Prairie Road and Crawford Avenue

Chief LaMantia reported that Lincolnwood School District 74 submitted an application to vacate Morse Avenue between west curb of East Prairie Road and the east curb of Crawford Avenue.

Chief LaMantia reported that in accordance with the Village's procedures for vacating public property, a Notice of Lincolnwood Public Hearing (legal notice) was published in the Pioneer Central (commonly known as the Lincolnwood Review) by the Chicago Tribune on December 10, 2015. A letter (meeting notice) was mailed to each homeowner on the east side of East Prairie Road and the west side of Crawford Avenue between Pratt Avenue and Lunt Avenue. There are no neighbors abutting Morse Avenue. No one from the community attended the meeting.

Chief LaMantia reported that Morse Avenue has not been used as a street or roadway for more than 40 years. The grass has been maintained by the School District during the entire time. Chief LaMantia suggested there are not any traffic safety concerns for the Commission to consider. John Cahill Drive is not a street owned by the Village.

Lincolnwood School District Superintendent Dr. Joseph Bailey and Business Manager Bob Ciserella presented the Plat of Vacation and responded to several questions.

Village Engineer James Amelio stated there are existing 'public' utilities within the proposed vacated Morse Avenue right-of-way; therefore our approval of the Vacation should be contingent upon an easement for said right-of-way.

Following a review and discussion, Commissioner Nickell moved to recommend the Village Board vacate Morse Avenue from the west curb of East Prairie Road to the east curb of Crawford Avenue, subject to a right-of-way easement agreement. Commissioner Costantino seconded. The motion was unanimously approved.

7. Public Forum

None

8. Report by Staff

- a. Mr. Amelio reported IDOT is considering improvements to the signalization at the intersection of Touhy Avenue and Kostner Avenue.
- b. Mr. Letson reported that the Village of Skokie recently indicated they would consider the staff's recommendation of blinking LED lights for the stop signs on Navajo Avenue and LeClaire Avenue at Pratt Avenue. The matter will be reviewed further at a future meeting.
- c. Chief LaMantia provided a status report on traffic safety initiatives at Psistaria Restaurant.
- d. Chief LaMantia reported that the Village Board will be reviewing commercial vehicle parking at the second meeting in January.

9. Good of the Order

Commissioner Costantino expressed concern regarding areas in the Village where an alley had been previously vacated and the apron and curb cut were not removed and replaced with barrier curb and sidewalk.

Commissioner Costantino mentioned that there is an example of this situation on Albion Avenue between Monticello and Lawndale Avenues. He further stated that these aprons are often used as off street parking for residents and could pose a safety concern for pedestrians who may need to cross into the street to avoid a parked car. Commissioner Costantino inquired why the Village did not require curb to be extended when a new house was constructed at the northwest corner of Albion and Monticello Avenues. Mr. Letson said he would review the situation and evaluate possible solutions.

10. Adjournment

Commissioner Petit moved to adjourn the meeting at 7:57 p.m. Commissioner Costantino seconded. The motion was unanimously approved.

Respectfully submitted,



Robert LaMantia
Chief of Police

INTERGOVERNMENTAL AGREEMENT
CONCERNING TAX INCREMENT FINANCING
WITHIN THE VILLAGE OF LINCOLNWOOD

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the 17 day of June, 2014 ("Effective Date"), and is between and among the VILLAGE OF LINCOLNWOOD, an Illinois home rule municipal corporation ("Village"), LINCOLNWOOD SCHOOL DISTRICT NUMBER 74, an Illinois school district ("District 74"), and NILES TOWNSHIP HIGH SCHOOL DISTRICT 219, an Illinois school district ("District 219") (collectively, the Village, District 219 and District 74 are the "Parties").

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in the exercise of their powers and authority under the Intergovernmental Cooperation Act, 5 ILCS 220/3 et seq., and the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Parties mutually agree as follows:

SECTION 1. RECITALS.

A. The Village is a home rule municipal corporation organized pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.

B. Pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. ("TIF Act"), the Village has designated as "redevelopment project areas," and has adopted tax increment financing for, the following three distinct areas of the Village:

1. The area generally bounded by Touhy Avenue, McCormick Avenue, Pratt Avenue, and Hamlin Avenue, adopted by Ordinance No. 96-2271, and known as the "Northeast Industrial TIF District";
2. The area generally bounded by Touhy Avenue, Lawndale Avenue, and the Union Pacific Rail Road right-of-way, adopted by Ordinance No. 98-2403, and known as the "Touhy Lawndale TIF District"; and
3. The area generally including the properties located at the northwest, southwest, and southeast corners of the intersection of Lincoln Avenue and Touhy Avenue, adopted by Ordinance No. 2011-2930, and known as the "Lincoln-Touhy TIF District".

C. Pursuant to the TIF Act, the Village has proposed the designation of a new redevelopment project area, and the adoption of tax increment financing, for that certain area within the Village generally including the properties generally located along the north side of Devon Avenue between McCormick Boulevard and Proesel Avenue, and the properties generally located in the adjacent areas to the north of such property along Devon Avenue ("Devon-Lincoln TIF District").

D. The Northeast Industrial TIF District and the Touhy Lawndale TIF District, have generated incremental property tax revenues ("TIF Revenues") that have been used, and will continue to be used, to pay eligible costs to support development and improvement within each such TIF District. (The Lincoln-Touhy TIF has not yet generated any revenues)

E. The Village anticipates that the Devon-Lincoln TIF District, if established, will generate TIF Revenues that will be used to pay eligible costs to support the development and improvement within such TIF District.

F. District 74 and District 219 are each Illinois school districts organized pursuant to the Illinois School Code, 105 ILCS 5/1-1 et seq.

G. The jurisdictional boundaries of each of District 74 and District 219 include the entire Village, and specifically include all of the territory located within the Northeast Industrial TIF District, the Touhy Lawndale TIF District, the Lincoln-Touhy TIF District, and the proposed Devon-Lincoln TIF District (each a "TIF District").

H. In accordance with the TIF Act, TIF Revenues generated from each TIF District have been designated for the respective tax increment financing fund for the respective TIF District. These funds have not been distributed among, District 74, the Village, District 219, and the other taxing bodies with jurisdiction over all or part of any such TIF District (collectively, the "Taxing Bodies") as have been other property tax revenues.

I. Pursuant to Section 5(b) of the TIF Act, the Parties are members of the "Joint Review Board" for each of the TIF Districts.

J. The Joint Review Board for the proposed Devon-Lincoln TIF District ("Devon-Lincoln JRB") has reviewed the proposed Devon-Lincoln TIF District, and on February 6, 2013, recommended that the proposed Devon-Lincoln TIF District not be adopted. Pursuant to Section 5(b) of the TIF Act, the Village and the Devon-Lincoln JRB have met and conferred to attempt to resolve those issues set forth in the Devon-Lincoln JRB's written report concerning its recommended rejection of the proposed Devon-Lincoln TIF District.

K. The Parties have also met and conferred directly to discuss the proposed Devon-Lincoln TIF District and the other TIF Districts, and have identified areas of mutual agreement concerning the use of TIF Revenues within such TIF Districts and the redistribution of surplus TIF Revenues from the TIF District to the Taxing Bodies.

L. The Parties support the Village's efforts to promote responsible economic development within the Village.

M. The Parties now desire to enter into this Agreement to memorialize their mutual agreement and understanding concerning, and to set forth their rights and responsibilities regarding, the use and redistribution of TIF Revenues, as well as a process for allowing the proposed Devon-Lincoln TIF District to be approved by the Village without objection by any of the Parties and without a negative recommendation by the Devon-Lincoln JRB.

SECTION 2. APPLICATION AND USE OF TIF AND OTHER REVENUES.

The Parties agree that TIF Revenues generated from the TIF Districts, and other revenues received by the Village for use within one or more TIF Districts, are to be applied, used, and distributed as follows:

A. Northeast Industrial TIF District. The Parties acknowledge and agree that the Northeast Industrial TIF District includes that certain right-of-way currently owned by the Union Pacific Railroad ("Railroad ROW"), which the Village has proposed to acquire, develop, and

use for a recreational trail ("Proposed Trail"). The Village acknowledges and agrees that it will declare as "surplus" funds pursuant to the TIF Act, and redistribute such funds to the Taxing Bodies in accordance with the procedures set forth in the TIF Act, the amount of TIF Revenues received from the Northeast Industrial TIF District equal to the amount of grant funding actually received by the Village from the federal government that is directly designated and earmarked for either the acquisition of the Railroad ROW or the construction of the Proposed Trail. The Parties agree that no such redistribution shall occur if no such grant funding is received by the Village. The Village further acknowledges and agrees that if, at any time prior to the Village's receipt of such grant funding, the Village's Board of Trustees determines, by resolution duly adopted, that the Village no longer will acquire the Proposed Trail, then, concurrent with the adoption of such resolution, the Village will declare as "surplus" funds pursuant to the TIF Act, and redistribute such funds to the Taxing Bodies in accordance with the procedures set forth in the TIF Act, the amount of \$3.2 Million.

B. Touhy Lawndale TIF District. The Parties acknowledge and agree that a portion of the TIF Revenues received from the Touhy Lawndale TIF District have been designated pursuant to a separate agreement with Lowe's dated December 5, 2002 ("Lowe's Agreement") providing for reimbursement of costs related to the development of the Lowe's retail store located at 3601 Touhy Avenue in the Village ("Lowe's Reimbursement Costs"). The Village acknowledges and agrees that, as of the date of the Village's full and final payment of all Lowe's Reimbursement Costs that are now or may become due pursuant to and in accordance with the Lowe's Agreement, all remaining TIF Revenues received from the Touhy Lawndale TIF District shall be deemed and declared to be "surplus" funds pursuant to the TIF Act, and redistributed to the Taxing Bodies in accordance with the procedures set forth in the TIF Act. The Village, at its sole discretion, can decide to end the Touhy Lawndale TIF District once all obligations have been met.

C. Lincoln-Touhy TIF District In the event that any residential development occurs within the Lincoln-Touhy TIF District, the Village agrees to declare as "surplus" funds pursuant to the TIF Act, and redistribute to the Taxing Bodies in accordance with the TIF Act, an amount equal to the incremental revenue generated by such residential development; provided, however that such amount shall be net of the collective total amount actually paid to the Taxing Bodies as a result of such residential development as required by Sections 11-74.4-3(q)(7.5) and 11-74.4-3(q)(7.7) of the TIF Act. For purposes of this Agreement, the term "residential development" shall include any portion of property constructed or renovated for residential dwelling purposes, including, any residential portion of a mixed use development.

D. Devon-Lincoln TIF District.

1. The Village Agrees to include the following provisions in the final ordinance and the final redevelopment plan that is considered for approval by the Corporate Authorities of the Village for the proposed Devon-Lincoln TIF District:

a. Look-Back Upon completion of the 15th year after creation of the Devon-Lincoln TIF District there shall be a "look-back" process for the purpose of determining whether the minimum amount of public improvements as defined in the TIF plan have been completed in order to continue the TIF District. The process shall consist of a meeting of the Devon-Lincoln JRB to be convened by the Village. The Devon-Lincoln JRB shall make a recommendation to the Village Board of the Village as to whether any modifications should be made to the Devon-Lincoln TIF District, including, without limitation, early termination of the Devon-Lincoln District. The Village

agrees to consider any recommendation made by the Devon-Lincoln JRB within 30 days of the formal adoption of such recommendation.

b. Declaration of Surplus: In the event that revenue of the Devon-Lincoln TIF District derived from incremental tax revenue generated within the Devon-Lincoln TIF District (including any amounts imported from incremental tax revenue generated in another TIF District of the Village that have not been returned to the other TIF District, as permitted under the TIF Act), exceeds the budgeted amount of \$20 million, as that budgeted amount shall be adjusted annually by the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor for Chicago-Gary-Kenosha, IL-IN-WI, All items (1982-84=100) for the previous year provided that the budgeted amount shall not be adjusted to an amount in excess of \$30 million (the "Adjusted Budget Amount"), the amount of increment in excess of the Adjusted Budgeted Amount shall be deemed and declared to be "surplus" funds pursuant to the TIF Act, and redistributed to the Taxing Bodies in accordance with the procedures set forth in the TIF Act.

c. No Residential Development. No TIF Revenue shall be used to directly support residential development within the Devon-Lincoln TIF District.

d. Tax Increment from New Residential Development. In the event that any new residential development occurs within the Devon Lincoln TIF District after the effective date of the Devon Lincoln TIF District, the Village agrees to declare as "surplus" funds pursuant to the TIF Act, and redistribute to the Taxing Bodies in accordance with the TIF Act, an amount equal to the incremental revenue generated by such new residential development; provided, however, that such amount shall be net of the collective total amount actually paid to the Taxing Bodies as a result of such residential development as required by Sections 11-74.4-3(q)(7.5) and 11-74.4-3(q)(7.7) of the TIF Act.

2. The Parties agree that, within 10 days after the Effective Date of this Agreement, the Parties will reconvene the Devon-Lincoln JRB and formally support the adoption of a resolution recommending the adoption of the proposed Devon-Lincoln TIF District, with the modifications set forth in this Agreement.

SECTION 3. TERM: REMEDIES.

1. Term and Termination. The term of this Agreement will commence upon the date that the last of all Parties signs this Agreement pursuant to authority duly provided to the signatory. This Agreement will automatically terminate upon the occurrence of any of the following events: (a) the Devon-Lincoln JRB fails to adopt the resolution contemplated in Section 2.D.2 of this Agreement within 10 days after the Effective Date of this Agreement, (b) the Village Board of the Village fails to adopt the ordinance creating the Devon-Lincoln TIF District within the time period for adoption as set forth in the TIF Act, (c) the date on termination, for any reason, of the Devon-Lincoln TIF District, and (d) the mutual written agreement to terminate executed by (i) the Village and (ii) at least two of the remaining Parties. In addition to the foregoing, this Agreement may be terminated for cause by any Party. Cause shall be defined as a Party's material failure to perform its duties under this Agreement. The terminating Party shall provide 60 days prior written notice setting forth the nature of the breach or material failure to perform under this Agreement to the other parties in the event of a termination for cause. The non-terminating Party or Parties shall have a 60 day period running from the date of

delivery of such written notice in which to cure the material failure identified in the notice.

2. Remedies. A non-defaulting Party shall have a right to exercise remedies under this Agreement in the event of a default by another Party (the "Defaulting Party") under this Agreement and failure of the Defaulting Party to cure the default within 30 days of written notice from the non-defaulting Party. In addition to the right to terminate under Section 3.1 above, a non-defaulting Party shall be entitled to exercise all remedies available at law or in equity with respect to any default under this Agreement, including without limitation, specific performance of the terms of this Agreement. In the event of enforcement of this Agreement pursuant to litigation, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs incurred in enforcement of the terms of this Agreement. Notwithstanding the foregoing, a non-defaulting Party shall be entitled to recover only its actual, direct damages and costs and expenses of enforcement. All rights to consequential, punitive or exemplary damages are expressly waived by each Party. Each Party hereby expressly waives any right to trial by jury.

SECTION 4. GENERAL PROVISIONS.

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 Registered Mail, return receipt requested, 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 4.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
If to District 219:	Niles Township High School District 219 7700 Gross Point Rd. Skokie, IL 60077 Attention: Superintendent
If to District 74	Lincolnwood School District 74 6950 N. East Prairie Road Lincolnwood, IL 60712 Attention: Superintendent

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

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

D. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by each of the Parties in accordance with all applicable statutory procedures; provided, however, that this Section 4.D shall not be deemed or interpreted as prohibiting future collaboration between some or all of the Parties without an amendment to this Agreement regarding matters of shared interest to which this Agreement does not apply.

E. 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 any of the Parties.

F. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

VILLAGE OF LINCOLNWOOD, an Illinois home rule municipal corporation

ATTEST:

Beryl Herman

Beryl Herman, Village Clerk

By:

Gerald Turry
Gerald Turry, Village President

NILES TOWNSHIP HIGH SCHOOL DISTRICT 219, an Illinois school district

ATTEST:

By:

Its:

By:

Its:

LINCOLNWOOD SCHOOL DISTRICT NUMBER 74, an Illinois school district

ATTEST:

By: *John P. Weaver*
Its: SECRETARY

By: *John P. Weaver*
Its: president

Request For Board Action

REFERRED TO BOARD: April 19, 2016

AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Community Development

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Mr. Hafiz Yaqoob of Star Bright Investments ("Petitioner") is the new property owner of the Mobil gas station at 7169 Crawford Avenue. Mr. Yaqoob is seeking Special Sign Approval and Variations to allow for a replacement pole/pylon sign, in the same location, at the existing gas station at the intersection of Touhy and Crawford Avenues. The existing freestanding sign proposed to be replaced with a new pylon sign is nonconforming and was approved by the Village in 1988 under different Sign Code regulations. Mr. Yaqoob is replacing signage at the property, including the existing canopy signs and the pole/pylon sign. The only sign that requires consideration is the replacement pole/pylon sign.

All freestanding signs designed as pole/pylon signs or replacement pole/pylon signs require Special Sign Approval, per the requirements of the Zoning Code. This requirement was added to the Zoning Code approximately 20 years ago due to a proliferation of pole/pylon signs that the community no longer desired. The most recent pole/pylon sign consideration was in 2011 for Dairy Star at 3472 West Devon Avenue. In that case, Special Sign approval was granted after Dairy Star agreed to move the location of the sign completely onto their property as well as reduce the sign area to comply with the Zoning Code. The Zoning Code identifies unique conditions that must be established when considering Special Signs, including: obstruction of the line of sight triangle; insufficient area to install a monument sign due to driveways; the existence of trees or vegetation that would impact the visibility of the sign; and the existence of underground utilities that would prevent a monument sign foundation.

The proposed pole/pylon sign also requires two Variations: one a Setback Variation and the other for Sign Orientation. With regard to the Setback Variation, the location of the replacement pole/pylon sign is approximately 7.5 feet from the Crawford Avenue lot line and approximately 7 feet from the Touhy Avenue lot line. A minimum 10-foot setback is required per the Zoning Code for pole/pylon signs. The Sign Orientation Variation is necessary due to the Petitioner's proposal to mount the replacement sign in the same orientation as the existing sign which faces the corner of Touhy and Crawford Avenues at an angle. The Zoning Code requires that pole/pylon signs be oriented perpendicular to the primary street right-of-way. In this case, the proposed pole/pylon sign would be required to be perpendicular to Touhy Avenue.

A third Variation was initially thought to be required for this property. This request was for an Overhang Variation related to a portion of the sign overhanging a driveway/maneuvering aisle. However, at the Zoning Board of Appeals meeting, Mr. Yaqoob stated the sign, as proposed, would only overhang the landscaped portion of the lot and not an adjacent driveway. Therefore, consideration of the Sign Overhang Variation is no longer required.

Public Hearing

The Zoning Board of Appeals (ZBA) considered the requested Special Sign Approval and Sign Setback and Sign Orientation Variations at its March 16, 2016 meeting. The ZBA inquired as to the hardship that would support the requested zoning relief. Mr. Yaqoob added that he believes there is an electrical and light pole in front of the sign which would block the price component of the sign if it is installed perpendicular to Touhy Avenue. Mr. Yaqoob indicated that eastbound drivers on Touhy Avenue would not be able to see the gasoline prices and, thus, he would be placed at a competitive disadvantage. Mr. Yaqoob further stated there are underground utilities preventing a monument sign base to be installed, to which staff disagreed.

The ZBA was divided on the Special Sign and Variations requested meeting the hardship standards required to grant approval. The majority of Commissioners believed that the requested Special Sign and Variations could not be substantiated. There was concern specifically voiced by Commissioner O'Brien regarding approval of the Sign Orientation Variation and Commissioner Nickell noted that the sign could be relocated to eliminate the Setback Variation, thus eliminating the line of sight concerns. Commissioner Nickell further voiced his support for a code compliant monument sign, rather than the proposed replacement pole/pylon sign. At the public hearing, no testimony was received from the public.

At the end of the ZBA meeting, Commissioner Keller expressed her concern that many gas stations in Lincolnwood are allowed to maintain existing pole/pylon signs. Whereas new pole/pylon signs require formal approval by the Village in which hardship standards are applied. Commissioner Keller indicated that allowing existing gas station pole/pylon signs to remain and not allowing new gas station pole/pylon signs is unfair.

Attached are two photographs submitted by Mr. Yaqoob to show how an approximately eight-foot-tall freestanding sign fits into the existing improvements at the corner. The first photograph is taken on Touhy Avenue looking east toward the subject property, and the second photograph is taken on Touhy Avenue looking west toward the subject property. Arrows have been added by staff to help identify the individual in each photograph representing an eight-foot sign. These photographs were submitted after the ZBA deliberation.

Recommendation

By a 4-2 vote (Commissioners Ikezoe-Halevi and Keller dissenting), the Zoning Board of Appeals recommends denial of the Special Sign Request, Sign Setback, and Sign Orientation Variations for the property located at 7169 Crawford Avenue.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Petitioner Submitted Photographs
2. March 16, 2016 Zoning Board of Appeals Minutes Excerpt (Draft)
3. March 16, 2016 Staff Report to ZBA
4. Section 11.10 of the Zoning Code
5. Zoning Variation Application
6. Plat of Survey
7. Proof of Ownership
8. Proposed Sign Elevation

RECOMMENDED MOTION:

Move to concur with a recommendation of the Zoning Board of Appeals to deny a request for a Special Sign, a Sign Setback Variation and a Sign Orientation Variation for replacement of a pole/pylon sign for the property located at 7169 Crawford Avenue.



Crawford Av

SPEED LIMIT 35

NO TURN ON RED

19

S



LEFT TURN ONLY

013 0792



**DRAFT MEETING MINUTES OF THE
ZONING BOARD OF APPEALS
MARCH 16, 2016 – 7:00 P.M.**

**LINCOLNWOOD VILLAGE HALL
COUNCIL CHAMBERS
6900 NORTH LINCOLN AVENUE
LINCOLNWOOD, ILLINOIS 60712**

MEMBERS PRESENT:

Chairman Herbert Theisen
Paul Grant
Jean Ikezoe-Halevi
Martina Keller
Christopher Nickell
Kathy O'Brien

MEMBERS ABSENT:

Kirill Vorobeychik

STAFF PRESENT:

Aaron N. Cook, AICP, Community Development Manager

I. Call to Order

II. Pledge of Allegiance

Chairman Theisen noted a quorum of six members and called the meeting to order at 7:05 p.m.

III. Approval of Minutes

Motion to approve the amended meeting minutes of the February 17, 2016 meeting was made by Commissioner O'Brien and seconded by Commissioner Grant.

Aye: O'Brien, Grant, Ikezoe-Halevi, Keller, and Theisen

Nay: None

Abstained: Nickell

Motion Approved: 5-0

DRAFT

IV. Case #ZB-02-16: Public Hearing – 7169 Crawford Avenue – Special Sign Approval and Sign Variations

Chairman Theisen announced Case #ZB-02-16 and swore in the Petitioner, Mr. Hafiz Yaqoob.

Development Manager Cook stated that this request is for the replacement and installation of a pole/pylon sign in the same general location. The subject property is an existing gas station which the Petitioner recently purchased. The requested action is for design approval of the proposed sign. There are three Variations associated with this request. The first Variation is a Sign Setback Variation. The Zoning Code requires a ten-foot setback, and the proposed sign is set back seven feet from Touhy Avenue and 7.5 feet from Crawford Avenue. The second Variation is a Sign Orientation Variation which requires corner signs to be oriented so the sign is perpendicular to the primary street, which would be Touhy Avenue. The proposed sign would be facing the intersection of Touhy and Crawford Avenues. The third Variation is a Sign Overhang Variation. The Zoning Code does not allow any portion of the sign to overhang any parking, driveway, or maneuvering aisle, and the proposed sign face overhangs the drive aisle. The Petitioner stated that the sign will only overhang the landscaped portion of the lot so this Variation will be not required.

Mr. Cook identified the unique conditions that are relative to the consideration of Special Signs which include: 1) A monument sign would not be feasible due to obstruction of the line of sight triangle; 2) the existence of driveways, driveway approaches, interior drive aisles, and parking areas would cause insufficient area to install a monument sign; 3) the existence of trees, shrubbery, or vegetation would adversely impact the visibility of a monument sign; or 4) the existence of underground utilities would prevent or interfere with the installation of a monument sign foundation. The proposed sign does comply with maximum height and maximum sign area requirements.

It is Staff's opinion that the replacement of the pole sign is reasonable, and many of the gas stations in Lincolnwood have these types of signs. The purpose for the pole/pylon's Special Sign review and approval came about twenty years ago as the Village identified the proliferation of pole/pylon signs and no longer desired this type of design. The Zoning Code was changed and many existing pole/pylon signs were required to be removed. The most recent pole/pylon sign consideration was a replacement sign for Dairy Star on Devon Avenue in 2011. Commissioner Grant stated that the Dairy Star Variations should not be a precedent for approval of new pole/pylon signs. Mr. Cook agreed.

Commissioner O'Brien asked for clarification of the site plan with respect to the small landscape area and proposed setbacks. Mr. Cook replied that the landscaping area does comply with the minimum landscape requirement which is two square feet of landscaping for each one foot of sign face. Mr. Yaqoob stated the reason for the Sign Orientation Variation is that he would like all different angles to see the gas prices and to use the existing base for the new sign. Commissioner O'Brien did not see an issue with the replacement of the sign in the same location, but did have a concern with the sign not being perpendicular to Touhy Avenue. The only exception to this requirement was the public library due to the irregular shape and odd street angles of the lot.

Chairman Theisen asked Mr. Cook if the existing sign sought a Variation. Mr. Cook replied that no Variations were required, and the sign was installed with a building permit only. Mr. Cook could not find any other information regarding the nonconformance of this installation.

When asked by Chairman Theisen to state his specific hardship, Mr. Yaqoob replied that there is an electrical and light pole right in front of the price sign, and if the sign is installed perpendicular

to Touhy Avenue, the price sign will be blocked. Customers driving east on Touhy will not be able to see the price sign. The existing sign is mostly perpendicular to Touhy Avenue.

Commissioner Nickell questioned the Petitioner as to why he could not install a code compliant monument sign. When asked what utilities were present underground to prevent the installation of a monument sign, Mr. Yaqoob replied he did not know. Mr. Cook indicated there are no utilities present that would interfere with the installation of a monument sign. Commissioner Nickell referenced The Private Bank monument sign across the street as acceptable. Additionally, the Shell gas station at Touhy and Cicero has a monument sign with pricing. Commissioner Nickell stated that he is not in favor of the proposed sign and would like to see a monument sign installed instead. Mr. Yaqoob replied that he wanted a pole/pylon sign so the price would be more visible. Mr. Yaqoob mentioned that a majority of gas stations in the Village have pylon signs including the BP gas station he owns on Pratt and Cicero Avenues.

Chairman Theisen asked Mr. Cook if he had any objections with the pylon sign. Mr. Cook replied that this is a design and community aesthetic issue. Mr. Cook believes that pylon signs are reasonable and appropriate in some circumstances as long as they comply with current zoning guidelines. Mr. Cook reiterated that there are a majority of gas stations with pylon signs even though the Zoning Code is desirous of monument signs. If there are concerns over line of sight issues, that is reason enough to grant a pylon sign request. A monument sign in this location would have concerns complying with the perpendicular requirement. To Mr. Cook's knowledge, he is unaware of any issues with The Private Bank monument sign. Commissioner Grant asked if there were any line of sight difficulties at the corner of Touhy and Crawford Avenues. Mr. Cook replied there would be line of sight issues in the existing location. Commissioner Nickell agreed and commented that if the sign was brought back a couple of feet, there would be no line of sight issue.

Chairman Theisen asked if there was anyone in the audience who would like to address the Zoning Board regarding this Public Hearing. Let the record state that no one came forward.

Motion to deny the Special Sign, Sign Setback Variation and Sign Orientation Variation for the property located at 7169 Crawford Avenue was made by Commissioner Nickell and seconded by Commissioner O'Brien.

Aye: Nickell, O'Brien, Grant, and Theisen

Nay: Ikezoe-Halevi and Keller

Motion Approved: 4-2

After the vote, Mr. Yaqoob stated that he has been in this business for a long time and this location needs a pole/pylon sign to be competitive and succeed. If this Variation is not granted, Mr. Yaqoob said that he will leave the station as is, and even potentially try to sell the property.

V. Case #ZB-03-16: Public Hearing – 4525 North Shore Avenue –Building Height Variations

Chairman Theisen announced Case #ZB-03-16 and swore in the Petitioners Jason and Amy Schwartz, homeowners, and Sig Froelich, architect, of Froelich Kim Architecture.

Development Manager Cook presented background for the Building Height Variation request for 4525 North Shore Avenue. The proposed new home has a flat roof design. The Zoning Code states that the maximum building height for a flat roof residence is 22 feet, and the proposed building height is 23 feet 9 ½ inches. For comparison, a sloped roof has a maximum building height of 35 feet. The plat of survey and proposed site plans were presented for review. The proposed plan complies with all other bulk regulations. Building height is measured from the top of curb on the front elevation. The front lot line is the north lot line which is the elevation that was shown for consideration. Mr. Cook presented the Standards for Granting Relief which are the basis for the review and granting of Variations.

Mr. Schwartz stated that with or without the Variation, the exterior of the home will stay the same. The only change will be on the inside. Without the Variation, the home will need to be built with under nine-foot ceilings which is not current standard building practice. The Petitioners presented letters from neighbors and other architects approving the proposed design. Ms. Shwartz read one of the comments into the record and gave copies to the Zoning Board members to peruse. Commissioner Nickell commented that the roof isn't visible behind the parapet wall, and he sees no issue with the proposed design.

Commissioner O'Brien voiced concerns regarding the exterior building materials. Mr. Froelich presented a rendering for their review. When asked by Chairman Theisen if there were any other Building Height Variations, Mr. Cook answered that there has been no other requests since the Zoning Code was updated in 2008.

There was discussion regarding the difference between the top of curb measurement and the lot grade measurement difference of 1.3 feet which Commissioner O'Brien feels could be considered a hardship as this measurement affects the maximum building height. Commissioner O'Brien stated that most new construction has nine-foot ceilings on the first floor and eight-foot ceilings on the second floor, but additional height can be added with sloped roofs, but this is not possible with a flat roof. The minimum ceiling height is currently eight feet.

Chairman Theisen asked if there was anyone in the audience who would like to address the Zoning Board regarding this Public Hearing. Let the record state that no one came forward.

Motion to approve the 23-foot 9 ½-inch Building Height Variation for 4525 North Shore Avenue was made by Commissioner Nickell and seconded by Commissioner Keller. Commissioner O'Brien asked Mr. Cook if the building height regulation with regard to flat roofs and parapets could be forwarded to the Plan Commission for review. Mr. Cook agreed and added that the overall building height requirements be reviewed as well.

Aye: Nickell, Keller, Grant, Ikezoe-Halevi, O'Brien, and Theisen

Nay: None

Motion Approved: 6-0

VI. Other Business

The Biennial meeting of the Zoning Board of Appeals to the Village Board of Trustees will be scheduled for April or May of 2016. Mr. Cook gave a summary of the Biennial Report for

approval. Commissioner Grant urged his fellow Zoning Board members to attend this meeting. Before approval of the Biennial Report, Commissioner Keller expressed her concerns in that many of the gas stations in the Village that have the pole/pylon signs grandfathered in have a competitive business edge. Commissioner Keller understands the reason for the sign regulations, but feels this regulation is unfair. Commissioner Keller asked Mr. Cook if the Village Board could take a look at this issue. Mr. Cook replied that with most Zoning Code regulations, remodeling or refacing (as in the case with signs), can be nonconforming, but replacement would need to conform to the new zoning regulations, whether it's a new sign or a new home. Additionally, Mr. Cook identified that there are unique conditions, which were previously mentioned, that are relative to the consideration of Special Signs which would allow the business owner to install a pole/pylon sign. Commissioner O'Brien disagreed with Commissioner Keller's statement.

Motion to approve the Biennial Report of the Zoning Board of Appeals with clearly delineating religious institutions as one of the cases was made by Commissioner O'Brien and seconded by Commissioner Nickell.

Aye: O'Brien, Nickell, Grant, Ikezoe-Halevi, Keller, and Theisen

Nay: None

Motion Approved: 6-0

VII. Next Meeting

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

VIII. Public Comment

Chairman Theisen asked if there was anyone in the audience who would like to address the Zoning Board. Let the record state that no one came forward.

IX. Adjournment

Motion to adjourn was made by Commissioner Grant and seconded by Commission Ikezoe-Halevi. Meeting adjourned at 9:20 p.m.

Aye: Grant, Ikezoe-Halevi, Keller, Nickell, O'Brien, and Theisen

Nay: None

Motion Approved: 6-0

Respectfully Submitted,

Kathryn M. Kasprzyk
Community Development Coordinator



Zoning Board of Appeals Staff Report

Case # ZB-02-16

March 16, 2016

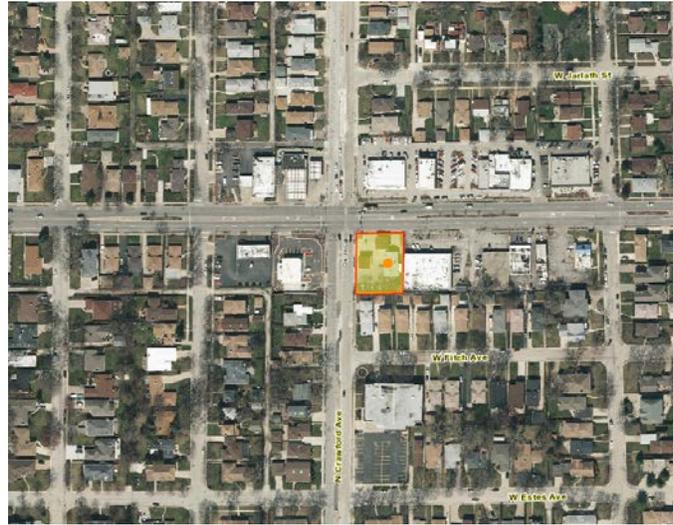
Subject Property:

7169 North Crawford Avenue

Zoning District: B-2 General Business

Petitioner: Star Bright Investments, LLC, Property Owner

Nature of Request: The property owner is seeking Special Sign Approval to allow the replacement of a pole/pylon sign. The proposed sign also requires a setback Variation, sign orientation Variation, and sign overhang Variation.



Requested Action:

Special Sign: Pole/pylon sign (Section 11.10(1)iv)

Variations:

1. Allow the pole/pylon sign within the minimum required ten-foot setback for the north and west lot lines (Section 11.10(1)iv.5);
2. Allow the pole/pylon sign to not be oriented perpendicular to the primary street right-of-way (Section 11.10(1)iv.1(4)); and
3. Allow the pole/pylon sign to overhang a portion of the driveway/maneuvering aisle (Section 11.10(1)iv.9).

Notification: Notice in Lincolnwood Review dated February 25, 2016, Public Hearing Sign Installed at 7169 North Crawford Avenue, and Mailed Legal Notices Dated February 25, 2016 to Properties within 250 feet.

Summary of Request

Star Bright Investments, the new Property Owner, seeks Special Sign Approval and Variations to allow for a replacement pole/pylon sign at the existing gas station at the intersection of Touhy and Crawford Avenues. The new owner is replacing signage at the property including the existing canopy signs and the pole/pylon sign. The only sign that requires Zoning Board of Appeals review is the replacement pole/pylon sign.

Village records show that the gas station was constructed in or around 1947. In 1988, the Village granted setback Variations for the construction of two canopies over the gasoline pumps. Ordinance No. 88-1830 also granted approval of the nonconforming freestanding sign at the northwest corner of the property. This freestanding sign is proposed to be removed and replaced with a new pole/pylon sign that is the subject of this Public Hearing.

Special Sign Approval: All freestanding signs designed as pole/pylon signs require Special Sign Approval as per Section 11.10 of the Zoning Code including the replacement of an existing pole/pylon sign. The Zoning Code identifies certain facts that are to be established when considering Special Signs (Section 11.10(1)v):

- i. The Special Sign will serve the public convenience at the location of the subject sign; or that the establishment, maintenance, or operation of the Special Sign will not be detrimental to or endanger the visibility, public safety, comfort or general welfare;
- ii. The Special Sign will be in harmony and scale with the architecture of the building(s) in the development and with other signs in the neighborhood;
- iii. The Special Sign will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted; nor substantially diminish and impair other property valuations within the neighborhood; nor impair the visibility of adjacent signs;
- iv. The nature, location and size of the sign(s) involved with the establishment of the Special Sign will not impede, substantially hinder, or discourage the installation of signs on adjacent property in accordance with this article;
- v. The Special Sign satisfies all specific requirements and conditions set forth in this Section 11.10; and
- vi. The Special Sign shall in all other respects conform to the applicable regulations of this article.

Further, the Zoning Code identifies additional conditions relative to Special Signs:

1. A monument sign would not be feasible due to obstruction of the line of sight triangle;
2. The existence of driveways, driveway approaches, interior drive aisles, and parking areas would cause insufficient area to install a monument sign;
3. The existence of trees, shrubbery, or vegetation would adversely impact the visibility of a monument sign; or
4. The existence of underground utilities would prevent or interfere with the installation of a foundation for a monument sign.

Similar Requests: The most recent consideration of a pole-pylon sign was in 2011 for a replacement pole/pylon sign at Dairy Star at 3472 West Devon Avenue. The Special Sign Approval was granted after Dairy Star agreed to move the location of the sign completely onto their property as well as reduce the sign area to comply with the Zoning Code. The Village has also denied requests for pole/pylon signs at Grossinger KIA and Grossinger Hyundai.

Variation Requests: In addition to the Special Sign Approval request, the Petitioner seeks three sign Variations. Below is a summary of the requested Variations.

Pole/Pylon Sign Setback Variation: The Petitioner seeks a Variation to permit the replacement pole/pylon sign to be located close to the Touhy Avenue and Crawford Avenue lot lines than the minimum ten feet. The pole/pylon sign is proposed in the same location as the existing sign. The sign is set back approximately 7.5 feet from the Crawford Avenue lot line and approximately 7 feet from the Touhy Avenue lot line. A minimum 10-foot setback is required for pole/pylon signs which is measured from the lot line to the sign face or base of the sign whichever is closer.

Pole/Pylon Sign Orientation Variation: The Zoning Code requires that:

“Pole/pylon signs on properties with multiple street frontages shall be oriented perpendicular to the primary street right-of-way.”

The subject property has street frontage on Touhy Avenue and Crawford Avenue. Applying this standard to the subject property would require the proposed pole/pylon sign to be perpendicular to Touhy Avenue. The existing and proposed pole/pylon sign faces the intersection of Touhy and Crawford Avenues and, as a result, a Variation is required.

Pole/Pylon Sign Overhang Variation: The Zoning Code requires that:

“No pole/pylon sign may overhang any part of a structure, parking, or loading space, driveway or maneuvering aisle.”

The existing and proposed pole/pylon sign is designed with a portion of the sign face overhanging the landscape area at the base of the sign. This results in a portion of the sign overhanging a driveway/maneuvering aisle.

Conclusion

The Petitioner seeks Special Sign Approval and three Variations to permit the replacement of a pole/pylon sign at the existing gas station at 7169 North Crawford Avenue. The proposed sign complies with all other bulk regulations including but not limited to maximum number of signs, sign height, and sign area.

Staff has not been contacted by the public regarding this application.

Documents Attached

1. Zoning Variation Application
2. Proof of Ownership
3. Pole/Pylon Sign Elevation
4. Plat of Survey

Board Action Standards For Granting Relief

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

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

SIGN VARIATION STANDARDS	<u>Yes</u>	<u>No</u>
<i>i. The proposed Variation is consistent with the statement of purpose set forth in Section 11.01 of the Zoning Ordinance;</i>		
Notes:		
<i>j. The proposed sign complies with any additional standards or conditions set forth in Article XI of the Zoning Ordinance;</i>		
Notes:		
<i>k. The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any;</i>		
Notes:		
<i>l. The proposed sign conforms with the design and appearance of nearby structures and signs.</i>		
Notes:		

Close

Print

Resize:



Village of Lincolnwood, IL
Thursday, April 14, 2016

Chapter 15. Zoning

Article XI. SIGNS

11.10. Special signs.

- (1) The following signs are special signs and may not be erected or maintained except upon issuance of a special sign approval pursuant to this Section 11.10:
 - i. Light pole banner signs on private property: banners made of clothlike material and mounted with metal brackets to light poles located on private property.
[Amended 5-5-2015 by Ord. No. 2015-3155]
 1. Special sign approval may be granted for a period not to exceed two years.
 2. The sign permit application shall include a plan identifying the location of all banners, which plan shall conform with the following:
 - (1) No more than two banners shall be hung from any light pole fixture;
 - (2) All banners shall be erected at a height of at least 10 feet above finished grade, and shall not be located to obstruct traffic visibility; and
 - (3) The banners and metal brackets, as well as the structures and poles to which the banners are attached, shall withstand stresses as required by the Building Code.
 3. A maintenance plan shall be provided, for review and approval by the Zoning Officer, for the periodic replacement of worn, tattered, faded or otherwise weathered banner material.
 4. The banner design, including color and content format, shall be customized to the intended location, and harmonious with adjacent properties.
 5. The banner design, color and content shall contribute to the attractiveness of the site and of adjoining properties, and shall enhance the image of Lincolnwood.
 6. The sign shall not be merely intended as an advertising medium.
 - ii. Menu board signs. One menu board for a drive-in or drive-through restaurant may be granted in addition to other signs permitted under this article, provided that the sign does not exceed: (a) 20

square feet in area; and (b) six feet in height from the finished grade.

iii. Rooftop flagpoles.

1. The sign permit application shall include a plan identifying the location of the proposed rooftop flagpole, which plan shall conform with the following:
 - (1) No more than one rooftop flagpole, may be erected on any lot;
 - (2) The height of any rooftop flagpole shall not project higher than 15 above the building or structure height permissible in the underlying zoning district;
 - (3) The flagpole and all anchor brackets must be manufactured and installed consistent with industry standards, and shall withstand stresses as required by the Building Code;
 - (4) No flag may exceed the size of the flag prescribed by industry standards for the particular flagpole sought to be installed;
 - (5) The rooftop flagpole must be located so that it is perpendicular to the roof of the building or structure upon which it is located;
 - (6) No pole or structural part thereof shall project beyond the edge of the roof upon which it is located; and
 - (7) No more than two flags may be displayed from any rooftop flagpole.
2. The pole structure and supports shall, at a minimum, conform to all applicable provisions of this article and of the Village Code.

iv. Pole/pylon signs.

1. Number.
 - (1) No more than one pole/pylon sign per lot or unified business center, each of which has a minimum front footage of 100 feet along a single street, shall be permitted, except that pole/pylon identification signs (directory signs) in lieu of wall signs shall be permitted in a multi-tenant office or industrial building if each tenant has a separate at-grade entrance, which sign shall be located at the entrance to the tenant's space and shall not exceed 10 square feet and six feet in height from finished grade.
 - (2) Sign copy for single tenant pole/pylon sign shall contain no more than 10 words and graphic elements greater than two inches in height.
 - (3) Sign copy for a multi-tenant pole/pylon sign shall contain a maximum of a combination of 24 words and graphic elements no greater than two inches in height. Changeable copy signage shall not be combined with multi-tenant signs.

- (4) Pole/pylon signs on properties with multiple street frontages shall be oriented perpendicular to the primary street right-of-way.
2. Height. No pole/pylon sign shall exceed 18 feet in height from finished grade.
3. Area. No pole/pylon sign shall exceed 48 square feet per sign face for a single-tenant property, or 48 square feet plus six square feet for each tenant over five tenants, up to a maximum of 60 square feet per sign face for a multiple-tenant property.
4. Building clearance. No pole/pylon sign shall be located closer than 10 feet to a building, except that a pole/pylon sign four feet in height or less may be as close as three feet from a building.
5. Setback. No pole/pylon sign shall be located closer than 10 feet to an exterior property line, nor closer than 50 feet to an interior property line. For a pole/pylon sign constructed at a unified business center, under multiple ownerships, interior lot lines shall only pertain to the outermost lot line.
6. Public service sign display. A pole/pylon sign may incorporate a public service sign display.
7. Distance measurement. The location of a pole/pylon sign shall be measured as the distance between the point of reference specified and the closest point on the sign.
8. Sight triangle. A pole/pylon sign located in a sight triangle shall be either a maximum of three feet in height to the top of the sign, or not less than eight feet from the finished grade to the bottom of the sign.
9. Overhang. No pole/pylon sign may overhang any part of a structure, parking or loading space, driveway or maneuvering aisle.
10. Landscaping. A pole/pylon sign must be located in a landscaped area separated and protected from vehicular circulation and parking areas. A minimum of two square feet of landscaping shall be required for every one square foot of sign face. When located in a parking area, continuous reinforced perimeter Portland cement concrete curbing is required.
11. Gas station. Changeable copy used in a gas station pole/pylon sign shall be included in the maximum sign area for an allowable pole/pylon sign. Gas station signs must incorporate the changeable copy price information into the main identification sign face. Only gasoline price signs accessory to gasoline service stations will be permitted to have manual or electronic changeable copy.
12. Sign design and glare reduction. To minimize glare, the illumination of an internally illuminated pole/pylon sign shall not exceed the following requirements:
[Amended 9-20-2011 by Ord. No. 2011-2962]
 - (1) Seventy-five footcandles, measured perpendicular to the face of the sign from a distance equal to the narrowest dimension of the sign;

- (2) When the sign is located in a residential zoning district, 25 footcandles measured perpendicular to the face of the sign from a distance equal to the narrowest dimension of the sign; or
- (3) One footcandle on adjoining residential property, measured three feet above the ground.

13. Special sign conditions. A pole/pylon sign shall be allowed as a special sign only if the proposed pole/pylon sign meets the special sign requirements set forth in Subsection 11.10(5) of this article and any one of the additional following conditions:

- (1) A monument sign would not be feasible due to obstruction of the line of sight triangle;
- (2) The existence of driveways, driveway approaches, interior drive aisles and parking areas would cause insufficient area to install a monument sign;
- (3) The existence of trees, shrubbery or vegetation would adversely impact the visibility of a monument sign; or
- (4) The existence of underground utilities would prevent or interfere with the installation of a foundation for a monument sign.

(2) Special signs on public rights-of-way. No portion of any special sign may encroach in, on, over, under or above any public right-of-way, except: (a) governmental signs; and (b) signs conforming to the requirements of Chapter 9, Article 13, of the Village Code.

[Amended 12-6-2011 by Ord. No. 2011-2979]

(3) Initiation. An application for a special sign approval may be made by the owner of the subject property or an authorized representative thereof. Applications for approval of a special sign must include, without limitation, the sign permit application submitted pursuant to Section 11.09 of this article for the proposed sign.

(4) Processing. An application for a special sign approval, in such form and accompanied by such information as shall be established from time to time by the ZBA, shall be filed with the Zoning Officer and thereafter processed in the same manner prescribed for variations under Section 5.15(5) of this Zoning Ordinance.

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

- i. The special sign will serve the public convenience at the location of the subject sign; or that the establishment, maintenance or operation of the special sign will not be detrimental to or endanger the visibility, public safety, comfort or general welfare;

- ii. The special sign will be in harmony and scale with the architecture of the building(s) in the development and with other signs in the neighborhood;
 - iii. The special sign will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted; nor substantially diminish and impair other property valuations within the neighborhood; nor impair the visibility of adjacent signs;
 - iv. The nature, location and size of the sign(s) involved with the establishment of the special sign will not impede, substantially hinder, or discourage the installation of signs on adjacent property in accordance with this article;
 - v. The special sign satisfies all specific requirements and conditions set forth in this Section 11.10; and
 - vi. The special sign shall in all other respects conform to the applicable regulations of this article.
- (6) Conditions. The ZBA may recommend, and the Board of Trustees may impose, such conditions and restrictions upon an approved special sign, and upon the use of the property or premises benefited by a special sign, as may be deemed necessary to assure compliance with the standards set forth in this article, to reduce or minimize the effect of the special sign upon other property in the neighborhood, or to implement the general purpose and intent of this article.



VILLAGE OF LINCOLNWOOD Public Hearing Application
Community Development Department Variations

SUBJECT PROPERTY

Property Address: 7169 Crawford Ave, Lincolnwood IL 60712

Permanent Real Estate Index Number(s): 10-35-100-001-0000

Zoning District: _____ Lot Area: _____

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.

Are there existing development restrictions affecting the property? ___ Yes No
 (Examples: previous Variations, conditions, easements, covenants) If yes, describe: _____

REQUESTED ACTION

- Variation - Residential
- Variation - Non-Residential
- Variation - Off-Street Parking
- Variation - Design Standards
- Variation - Signs/Special Signs
- Minor Variation
- Other

PROJECT DESCRIPTION

Describe the Request and Project: Install New Price Sign

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s): (List all Beneficiaries if Trust)

Name: Star Bright Investments LLC

Address: 8060 Lawndale Ave, Skokie IL 60076

Telephone: (847) 679-7158 Fax: (847) 679-7173 E-mail: perfectshell@gmail.com

Petitioner: (if Different from Owner)

Name: _____ Relationship to Property: _____

Address: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

NOTICE OF REASONABLE ACCOMMODATION PROCESS

An alternate process is provided by the Village for persons with disabilities or handicaps who seek a Reasonable Accommodation from the Zoning Code regulations in order to gain equal access to housing. If you seek a Reasonable Accommodation from the Zoning Code based on disability or handicap, do not complete this application form, but rather a separate application for Reasonable Accommodation. For more information on this process, consult Section 4.06(3) of the Zoning Code, or contact the Community Development Department at 847.673.7402.

REQUIRED ATTACHMENTS *

Check all Documents that are Attached:

Plat of Survey	<input checked="" type="checkbox"/>	Applicable Zoning Worksheet	<input type="checkbox"/>
Site Plan	<input type="checkbox"/>	Photos of the Property	<input checked="" type="checkbox"/>
Proof of Ownership	<input type="checkbox"/>	PDF Files of all Drawings	<input type="checkbox"/>
Floor Plans	<input type="checkbox"/>	Elevations	<input type="checkbox"/>

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

COST REIMBURSEMENT REQUIREMENT

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

Invoices in connection with this application shall be directed to:

Name: Hafiz Yagoub
Address: 8060 Lawndale, Skokie IL 60076
City, State, Zip: Skokie IL 60076

ATTESTMENT AND SIGNATURE

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

PROPERTY OWNER:



Signature

Hafiz Yagoub

Print Name

2/2/16

Date

PETITIONER: (if Different than Property Owner)

Signature

Print Name

Date

VARIATION STANDARDS

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

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

Yes the variation is consistent with the stated intent and purposes of the zoning ordinance.

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

Yes, it would bring a particular hardship if the strict letter of this ordinance is enforced.

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

No the variation based would be applicable to other property as well.

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

No it is not to enhance the value of the property.

VARIATION STANDARDS (Continued)

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

No, It ^{hardship} has not been created by anyone.

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

No, this variation will not be injurious to other property or improvements in the neighborhood.

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

Yes it is minimum change to the Zoning Ordinance.

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

No, the variation will not impair an adequate supply of light or air to the adjacent property.



VILLAGE OF LINCOLNWOOD COMMUNITY DEVELOPMENT DEPARTMENT

SIGN VARIATION STANDARDS

For all Sign Variation and/or Special Sign requests, the Applicant shall also complete Questions 9 through 12.

9. The proposed Variation is consistent with the statement of purpose set forth in Section 11.01 of the Zoning Ordinance.

Yes the variation is consistent with the purpose set forth in zoning Ordinance.

10. The proposed sign complies with any additional standards or conditions set forth in Article XI of the Zoning Ordinance.

Yes it complies with the standards and conditions of zoning Ordinance.

11. The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any.

Yes it will enhance the architectural integrity of the building.

12. The proposed sign conforms with the design and appearance of nearby structures and signs.

Yes the sign conforms with design and appearance of nearby structures.

ALTA/ACSM LAND TITLE SURVEY

THE NORTH 150 FEET OF THE WEST 150 FEET (EXCEPT THE NORTH 10 FEET AND THE WEST 40 FEET TAKEN FOR WIDENING STREETS) OF LOT 1 IN THE SUBDIVISION OF THE NORTH 10 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ASSUMED



ABBREVIATIONS

- EM=ELECTRIC METER
- TSV=TRAFFIC SIGNAL VAULT
- GM=GAS METER
- COMM.=COMMUNICATIONS
- OHWS=OVERHEAD WIRES
- WSP=WOOD SERVICE POLE
- WH=WEATHER HEAD
- TS=TRAFFIC SIGNAL
- LP=LIGHT POLE
- UG GAS=UNDERGROUND GAS
- FIP=FOUND IRON PIPE
- (150.00')=RECORD INFORMATION
- 150.00'=MEASURED INFORMATION

SURVEYORS NOTES

THE BASIS OF BEARINGS SHOWN HEREON IS ASSUMED AND ARE SHOWN FOR ANGULAR REFERENCE ONLY.
 THE AREA CONTAINED IN THE SURVEY SHOWN HEREON IS: 15,393 SQUARE FEET MORE OR LESS.

GENERAL NOTES:

- 1) COMPARE ALL POINTS PRIOR TO ANY CONSTRUCTION AND REPORT ANY DIFFERENCES TO SURVEYOR AT ONCE.
- 2) FOR BUILDING RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES, CONSULT YOUR LOCAL MUNICIPAL AUTHORITIES.
- 3) CALL J.U.L.I.E. @ 1-800-892-0123 FOR LOCATIONS OF UNDERGROUND UTILITIES, 48 HOURS PRIOR TO ANY DIGGING OR CONSTRUCTION.

SCALE: 1"=20'

PROPERTY ADDRESS: 7169 N. CRAWFORD AVE., LINCOLNWOOD, IL. 60712
 PERMANENT INDEX NUMBER: 10-35-100-001-0000

TITLE REPORT NO.15NW7118025SK WAS REVIEWED IN THE PREPARATION OF THIS SURVEY, HOWEVER EASEMENTS, LIMITATIONS, RIGHTS AND RESTRICTIONS MAY STILL EXIST THAT ARE NOT SHOWN HEREON, PLEASE CONSULT LEGAL COUNSEL OR YOUR LOCAL MUNICIPAL AUTHORITIES FOR CLARIFICATION.

TO: CHICAGO TITLE COMPANY, LLC., STAR BRIGHT INVESTMENTS, LLC. AND LAKESIDE BANK.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS (NONE) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON: 10.06.2015

DATED THIS 9TH DAY OF OCTOBER, 2015

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3372
 MY PROFESSIONAL LAND SURVEYORS LICENSE EXPIRES NOVEMBER 30, 2010.

SURVEY PREPARED AT THE REQUEST OF: O'KEEFE, LEWIS & BRUNO, P.C. ATTORNEYS AT LAW 9239 GROSS POINT ROAD SKOKIE, ILLINOIS 60077	SURVEY PREPARED BY: HATTENDORF LAND SURVEYING PROFESSIONAL DESIGN FIRM NO. 184005493 P.O. BOX 1079 ELGIN, ILLINOIS 60121 TEL. (847) 717-3149 FAX.(847) 717-3159 bhattendorf@sbcglobal.net	FIELD WORK COMPLETED: OCTOBER 06, 2015 DRAFTING COMPLETED: OCTOBER 09, 2015 FIELD WORK: BEH DRAWN BY: LB CHECKED BY: BEH
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**WARRANTY DEED
ILLINOIS STATUTORY**

Doc# 1529308085 Fee: \$54.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/20/2015 12:23 PM Pg: 1 of 4

Dec ID 20151001635846
ST/CO Stamp 0-603-344-960 ST Tax \$940.00 CO Tax \$470.00



Doc#: 1531318013 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Affidavit Fee: \$2.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/09/2015 09:51 AM Pg: 1 of 4

CT
5NW7118025K
CB 10f3

THE GRANTORS, **Deacha Sarmonpal and Malee Sarmonpal**, Co-Trustees of the Sarmonpal Family Revocable Living Trust dated September 27, 2000, of the Village of Niles, Cook County, and State of Illinois, for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration to them in hand paid, CONVEY(S) and WARRANT(S) to ~~Star Bright Investment LLC~~, 2608 W. Peterson Ave., Ste. 201, Chicago, IL 60659 of the County of Cook, all interest in the following described Real Estate situated in Cook County, State of Illinois, to wit: ~~Star Bright Investments, LLC~~

THE NORTH 150 FEET OF THE WEST 150 FEET (EXCEPT THE NORTH 10 FEET AND THE WEST 40 FEET TAKEN FOR WIDENING STREETS) OF LOT 1 IN THE SUBDIVISION OF THE NORTH 10 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Subject to real estate taxes; covenants, conditions, and assessments of record, zoning and building laws and ordinances.

PROPERTY P.I.N. NO.: 10-35-100-001-0000

PROPERTY ADDRESS: 7169 N. Crawford Ave., Lincolnwood, IL 60712

SUBJECT TO:
Covenants, conditions and restrictions of record

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

THIS IS NOT HOMESTEAD PROPERTY.

~~NOTE: THIS DEED IS BEING RE-RECORDED TO CORRECT THE BUYER'S NAME~~

Dated this 19 day of October, 2015

By:
Deacha Sarmonpal, Co-Trustee

By:
Malee Sarmonpal, Co-Trustee

**WARRANTY DEED
ILLINOIS STATUTORY**

CT

15NW7117025X
CB 10F3

RECORDED ELECTRONICALLY
ID 152930808 County Cook
Date 10/24/15 Time 12:23pm
simplifile www.simplifile.com 800.460.5657

THE GRANTORS, **Deacha Sarmonpal and Malee Sarmonpal**, Co-Trustees of the Sarmonpal Family Revocable Living Trust dated September 27, 2000, of the Village of Niles, Cook County, and State of Illinois, for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration to them in hand paid, CONVEY(S) and WARRANT(S) to ~~Star Bright Investment LLC~~, 2608 W. Peterson Ave., Ste. 201, Chicago, IL 60659 of the County of Cook, all interest in the following described Real Estate situated in Cook County, State of Illinois, to wit:

** Star Bright Investments, LLC*

THE NORTH 150 FEET OF THE ~~WEST~~ 150 FEET (EXCEPT THE NORTH 10 FEET AND THE WEST 40 FEET TAKEN FOR WIDENING STREETS) OF LOT 1 IN THE SUBDIVISION OF THE NORTH 10 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Subject to real estate taxes; covenants, conditions, and assessments of record, zoning and building laws and ordinances.

PROPERTY P.I.N. NO.: 10-35-100-001-0000

PROPERTY ADDRESS: 7169 N. Crawford Ave., Lincolnwood, IL 60712

SUBJECT TO:

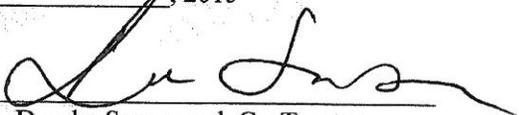
Covenants, conditions and restrictions of record

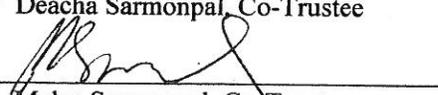
hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

THIS IS NOT HOMESTEAD PROPERTY.

~~NOTE: THIS DEED IS BEING RE-RECORDED TO CORRECT THE BUYER'S NAME.~~

Dated this 19 day of October, 2015

By: 
Deacha Sarmonpal, Co-Trustee

By: 
Malee Sarmonpal, Co-Trustee

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT, **Deacha Sarmonpal and Malee Sarmonpal, Co-Trustees**, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 19 day of October, 2015.



(Notary Public)

Prepared By: EARL WEISS
10024 Skokie Blvd., Suite 240
Skokie, IL 60077

Mail To: Lou Bruno
O'Keefe Lewis & Bruno
9239 Gross Point Rd., #100
Skokie, IL 60077

Mail future taxes to: Star Bright LLC
c/o Hafiz Yaqoob, Registered Agent
2608 W. Peterson Ave., Ste. 201
Chicago, IL 60659

LEGAL DESCRIPTION

THE NORTH 150 FEET OF THE WEST 150 FEET (EXCEPT THE NORTH 10 FEET AND THE WEST 40 FEET TAKEN FOR WIDENING STREETS) OF LOT 1 IN THE SUBDIVISION OF THE NORTH 10 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:

ATTACH TO ALL EXEMPT
AND NON-EXEMPT DEEDS

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

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

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

Title Holder's Name: Deacha Sarmonpal & Malee Sarmonpal, Co-Trustees

Mailing Address: 7169 N. Crawford Avenue

Lincolnwood, IL 60712

Telephone No.: _____

Attorney or Agent: _____

Telephone No.: _____

Property Address: 7169 N. Crawford Avenue

Lincolnwood, IL 60712

Property Index Number (PIN): 10-35-100-001-0000

Water Account Number: 005377-000

Date of Issuance: 10/16/15

State of Illinois)
County of Cook)

VILLAGE OF LINCOLNWOOD

This instrument was acknowledged before me
on 10/16/15, by Andrea Padron.

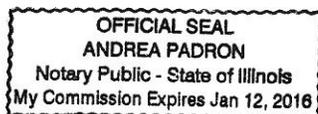
By: _____



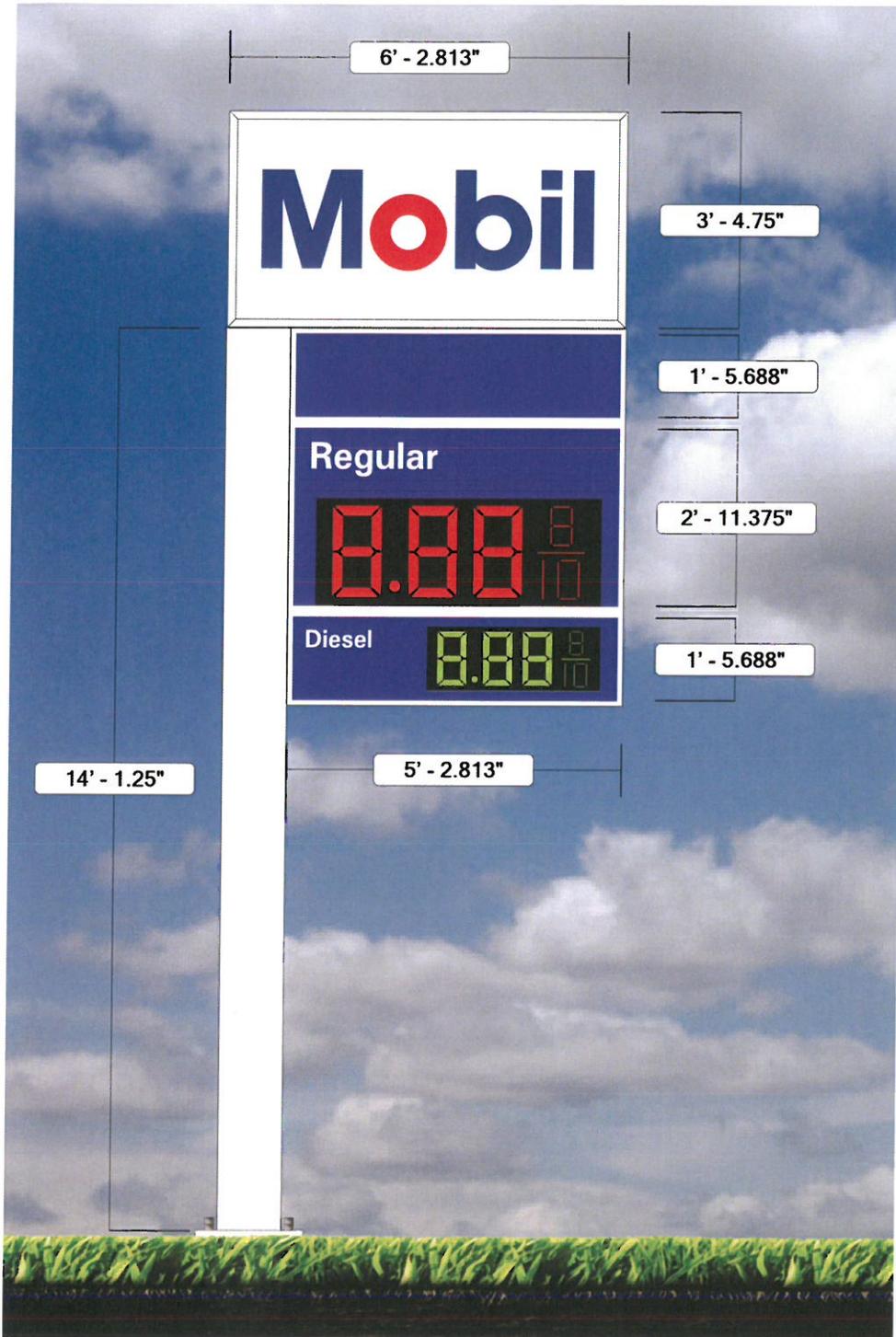
Robert J. Merkel
Finance Director



(Signature of Notary Public)
(SEAL)



THIS CERTIFICATE IS GOOD FOR ONLY 20 DAYS AFTER THE DATE OF ISSUANCE.



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

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

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

Request For Board Action

REFERRED TO BOARD: April 19, 2016

AGENDA ITEM NO: 8

ORIGINATING DEPARTMENT: Village Manager's Office

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since 1990 the Village has contracted with Paramedic Services of Illinois (PSI) for the provision of fire fighting and emergency medical services. The current three-year contract between the Village and PSI expires on May 1, 2016. The Fire and Water Committee, Village staff and the Fire Chief met to discuss the provisions of a new contract.

The Village continues to receive excellent service from PSI, therefore the committee was interested in securing a new contract. During discussions, PSI offered a six-year contract with specific contract adjustments. The Fire and Water Committee, due to the positive operating history of PSI and the opportunity to provide the Village with economic certainty for the next six year contract period, endorsed this approach. Therefore, the Fire and Water Committee and PSI is recommending the following contract price adjustments: 1.75% for the first year; 2% for the second year; 2% for the third year; 1.5% for the fourth year; 1.25% for the fifth year; and 0% for the sixth year. There are no new positions proposed in the contract, nor any contract language changes. The main rationale for these increases is insurance premium and general wage increases for PSI personnel.

The current contract amount is \$2,724,894; the total contract amounts for the six-year proposed contract would be: \$2,772,580 for Fiscal Year 2016-17; \$2,828,031 for 2017-18; \$2,884,592 for 2018-19; \$2,927,861 for 2019-20; \$2,964,459 for 2020-21; and \$2,964,459 for 2021-22.

Because of the consistent level of quality performance offered by PSI over the previous contract period, and the proposed contract increases are reasonable in lieu of the current economic condition, the Village Manager believes the proposed contract is a fair and equitable one, and therefore recommends approval.

FINANCIAL IMPACT:

\$2,772,580 from the General Fund for the first year of the contract.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Contract

RECOMMENDED MOTION:

Move to approve a Resolution approving the proposed six-year contract between the Village and Paramedic Services of Illinois for the provision of firefighting and emergency medical services.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-_____

A RESOLUTION APPROVING A CONTRACT WITH PARAMEDIC SERVICES OF ILLINOIS FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE

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, since 1990 the Village has contracted with Paramedic Services of Illinois (PSI) for the provision of firefighting and emergency medical services; and

WHEREAS, the Fire and Water Committee, Village staff and the Fire Chief met to discuss the provisions of a new contract; and

WHEREAS, the Village continues to receive excellent service from PSI, therefore the committee was interested in securing a new six-year contract.

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

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

SECTION 2. APPROVAL OF CONTRACT. The RENEWAL CONTRACT BY AND BETWEEN THE Village and PSI shall be, and is hereby, approved in substantially the form attached to the Resolution as Exhibit A for a period of six years.

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 renewal Contract upon receipt by the Village Clerk of at least one original copy of the renewal Contract executed by the Village and PSI.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2016.

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

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

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

EXHIBIT A

CONTRACT

AGREEMENT FOR FIRE PROTECTION
AND EMERGENCY MEDICAL SERVICES

1. Parties:The parties to this agreement are the VILLAGE OF LINCOLNWOOD, ILLINOIS (hereinafter referred to as the "Village"), a municipal corporation, and PARAMEDIC SERVICES OF ILLINOIS, INC., (hereinafter referred to as "PSI").

2. Understanding of the Parties: It is understood by the parties that the Village desires to provide fire protection and emergency medical service, including, but not limited to, such services as are required for fire suppression, fire prevention and a hazardous materials incident, to all persons and property within the Village and other areas as determined by the Village. It is understood by the parties that the village desires to provide these services by entering into an agreement with PSI whereby PSI will provide the personnel, leadership and professionalism necessary to provide said services. It is understood by the parties that PSI is in the business of providing personnel for fire protection and emergency medical services. It is understood that PSI will provide the personnel necessary to provide fire protection and emergency medical services and that the Village will provide the necessary equipment and quarters to equip and house the personnel. It is understood by the parties that all equipment except as otherwise set forth in this agreement is the sole property of the Village.

3. Term of the Agreement: This agreement will be effective from 8:00 a.m. on May 1, 2016, until 8:00 a.m. on May 1, 2022.

4. Early Termination: This Agreement may be terminated by either party without cause by giving written notice to the other party at least 365 days prior to the contemplated early termination date.

5. Automatic Extension: This Agreement will automatically be extended and become binding upon the parties for one year after its scheduled termination date unless the parties agree, in writing, to different terms no later than 30 days prior to the scheduled termination date. This paragraph in no way alters the provisions of Paragraph 4 above relating to early termination of this Agreement.

6. Consideration: In addition to the mutual promises made by each party, consideration for this Agreement will be in the form of money payments made by the Village to PSI which are described in Paragraph 23 of this Agreement.

7. Obligations of PSI Relating to Emergency Medical Services:

A. Personnel

(i) PSI will provide to the Village for the term of this Agreement certain emergency medical services personnel. These personnel will be certified as Emergency Medical Technicians (EMT's) as defined and regulated by the Emergency Medical Services (EMS) Systems Act, 210 ILCS50/1, et seq., as amended. The EMT's provided will

consist of EMT-B, EMT-I or EMT-P personnel, depending on the staffing requirements of the Village.

- (ii) Sufficient EMT personnel will be provided to the Village so that the Village will be qualified as an Advanced Life Support provider within the regional emergency medical services system(s) administering the geographic area of the Village and any other institution with whom the Village contracts to provide medical services. At a minimum, two (2) EMT-P (paramedic) personnel will be provided to the Village 24 hours per day, every day of the year.
- (iii) PSI will be responsible for making certain that all EMT personnel provided to the Village maintain all certificates required by the State of Illinois. Expenses of certification and recertification will be the responsibility of PSI.
- (iv) In addition to the basic certification requirements of the State of Illinois and the regional emergency medical services system, all EMT personnel provided to the Village will have additional certifications, consisting of Advanced Cardiac Life Support and/or Pre-Hospital Trauma Life Support and/or Basic Trauma Life Support. Costs of obtaining and maintaining these certifications will be the responsibility of PSI.
- (v) Proof of all certifications required by this agreement shall be provided to the Village.

B. Equipment and Supplies

- (i) PSI will be responsible for providing suitable uniforms for all of its EMS personnel.
- (ii) PSI will be responsible for repair and/or replacement of all uniform items contemplated by this paragraph.

8. Obligations of the Village Relating to Emergency Medical Services:

A. Equipment and Supplies

- (i) The Village will be responsible for providing all equipment supplies determined by the corporate authorities to be necessary for the provisions of emergency medical services by PSI personnel within the Village. The cost of this equipment will be the responsibility of the Village.
- (ii) The Village will be responsible for providing all vehicles determined by the corporate authorities to be necessary for the provision of the emergency medical services to the Village. The ambulance(s) provided by the Village shall meet the State of Illinois and Federal requirements as an Advanced Life Support vehicle. The cost of these vehicles and their maintenance will be the responsibility of the Village.

- (iii) The Village agrees to enter into an appropriate letter of commitment with the appropriate regional emergency medical services system, as required by State law.
- (iv) The Village will be responsible for all costs incurred in connection with the maintenance of the equipment described in paragraph 8.

B. Communications

- (i) The Village shall be responsible for all costs of acquisition, maintenance and/or replacement of communications equipment used in the provision of emergency medical services by PSI employees.
- (ii) The Village will supply appropriate dispatching facilities and personnel, together with appropriate base and mobile radios, and will make certain that all radio equipment provided complies with applicable State and Federal requirements.

FIRE SUPPRESSION SERVICES

9. Obligations of PSI Relating to Fire Suppression Services:

A. Personnel

- (i) PSI will supply all personnel necessary to meet its obligations to provide fire suppression services under this agreement. All fire suppression personnel supplied by PSI will be certified and qualified according to standards set forth by the Office of the State Fire Marshal.
- (ii) Fire suppression personnel supplied by PSI will maintain at least the following qualifications as stated by rank:

Commanders will be certified Fire Fighter III

Lieutenants will be certified Fire Fighter III

Fire Fighters will be certified Fire Fighter II

At least two Fire Fighters shall be certified Fire Fighter III

- (iii) Staffing by PSI will consist of 28 personnel; one chief and 27 fire fighters. There will be three shifts of 9 personnel. A shift will consist of one Battalion Chief, two lieutenants, two fire fighter paramedics assigned to fire suppression, two fire fighter paramedics (described in Paragraph 7A (ii) of this Agreement), and two fire fighter-EMT's assigned to fire suppression. Each fire fighter is scheduled to work a minimum of 109 duty days

with the remaining 13 duty days taken as paid days off. These paid days off may be taken for vacation, personal time, funeral leave or any fire related training, as approved by the Chief. In no event will staffing consist of less than eight personnel for any 24-hour period.

- (iv) The costs of obtaining and maintaining the certifications of its personnel will be the responsibility of PSI.

B. Equipment and Supplies

- (i) PSI will supply its personnel with appropriate uniforms and firefighting protective clothing, except for chemical suits, which will be supplied by the Village. All of the foregoing items, whether supplied by PSI or by the Village, will meet applicable State and Federal requirements.

10. Obligations of the Village Relating to Fire Suppression Services:

A. Equipment and Supplies

- (i) Fire Suppression Vehicles/Apparatus will be provided by the Village and will meet all applicable State and Federal specifications as determined by the corporate authorities.
- (ii) All apparatus provided by the Village will meet all applicable State and Federal specifications.
- (iii) All firefighting equipment and supplies required by State and Federal guidelines will be provided by the Village, and said equipment will meet applicable State and Federal requirements. Purchase, replacement and maintenance costs of all firefighting equipment will be the responsibility of the Village.

B. Communications and Record Keeping

- (i) The Village shall obtain and be responsible for all costs, maintenance and replacement of communications equipment used in the provisions of fire suppression, prevention and investigation services by PSI employees.
- (ii) The Village will supply appropriate dispatching facilities and personnel, together with appropriate base and mobile radios, and will make certain that all radio equipment provided complies with applicable State and Federal requirements.

(iii) The Village may enter into appropriate mutual aid agreements with surrounding municipalities and other emergency services providers, and PSI will make certain that its employees honor and abide by the terms of such agreements.

(iv) The Village will provide all report forms and other record keeping system(s) required by State and Federal regulations. PSI shall maintain such records and reports as required by law, as are customarily kept by municipal fire departments in the State of Illinois, and as requested by the Village Manager. PSI shall report to the Village Manager monthly and at such other times as requested, summarizing, among other things, types of fire and emergency response incidents, their number, losses, fire causes and the number of employees responding. PSI shall also keep the Village informed of the names and the training levels of all employees providing services to the Village under this Agreement.

FIRE PREVENTION AND INVESTIGATION

11. Obligations of PSI Relating to Fire Prevention and Investigation Services:

A. PSI will design and implement a complete fire prevention program, meeting applicable Village, State and Federal requirements. This program will include education programs for children, residents, commercial and industrial establishments, employers and employees in the Village.

B. PSI will design and implement a complete fire prevention code inspection and enforcement program, meeting with applicable Village, State and Federal requirements. This program will include fire prevention code inspections, identification of hazards, fire suppression pre-planning, construction plan analysis and recommendations.

C. PSI will design and implement a complete fire incident investigation program, meeting applicable Village, State and Federal requirements.

D. PSI will provide personnel necessary to implement these programs. These personnel shall be certified by the Office of the State Fire Marshal as Fire Prevention Officers and/or Investigators.

E. The costs of these personnel, certification costs and training costs, except as otherwise set forth in this agreement, shall be the responsibility of PSI.

12. Obligations of the Village Relating to Fire Prevention and Investigation Services:

A. The Village will be responsible for obtaining, and for all costs associated with, supplies and materials required to implement the programs referred to in Paragraph 11, as approved by the Village Manager.

B. The Village will be responsible for all costs associated with any vehicles supplied by the Village to be used in conjunction with the programs set forth in Paragraph 11.

TRAINING

13. Obligations of PSI Relating to Training:

A. PSI will design and implement complete training programs for fire suppression, prevention and investigation. These programs shall meet guidelines established by the Village and the Office of the State Fire Marshal, and will cover all aspects of fire suppression, prevention and investigation.

B. PSI will design and implement complete training programs for emergency medical services, continuing education and public education in cardiopulmonary resuscitation (CPR). These programs will meet all applicable State and Federal requirements.

C. PSI will provide training instructors to teach the training programs. Instructors for fire related programs shall be certified at the Instructor III level by the Office of the State Fire Marshal.

D. The training programs will consist of a minimum training schedule of three (3) hours each day, five (5) days per week, maintaining 20-25 hours per employee per month.

E. PSI instructors and personnel will coordinate and conduct joint training exercises on a regular basis with surrounding communities providing mutual aid to the Village.

14. Obligations of the Village Relating to Training:

A. The Village will be responsible for obtaining, and for the costs of all training material, teaching aids and reference materials used in the training programs outlined in Paragraph 13 of this agreement, as approved by the Village Manager.

B. The Village will provide suitable classrooms and other training facilities, as required, for use during the training programs described in Paragraph 13 of this agreement.

MISCELLANEOUS

15. Scheduling of Personnel: It shall be the responsibility of PSI to schedule its employees so that all services agreed to in this agreement are provided to the Village.

16. Call Back System: PSI will develop and implement an emergency call back system to be approved by the Village Manager that will provide for the call back of PSI personnel for special duties as determined by the Village Manager, should such call back be required. In the event more than two (2) PSI employees must be called back for such special duty, the Village agrees to reimburse PSI for the costs of said personnel at the then-hourly wage rate for each person called back to duty. In the event of a disaster situation, where it is necessary to call back PSI employees for fire suppression and emergency medical services duties, PSI agrees to first, where possible to do so without endangering human life and/or property, obtain approval from the Village Manager or a designee prior to recalling said personnel. The Village agrees to meet with PSI and discuss the issue of reimbursement to PSI for PSI personnel called back for a disaster.

17. Quarters: The Village will obtain and maintain suitable quarters for housing emergency vehicles and suitable living quarters for PSI personnel, along with suitable office space for the

administration of emergency services in the Village. The Village will be responsible for all costs associated with obtaining and maintaining such quarters. It will be part of the responsibility of PSI employees to supply the labor necessary for daily maintenance of the living quarters.

18. Maintenance of Equipment and Quarters: PSI employees will be responsible for performing routine maintenance work on vehicles, equipment and quarters, to the extent that they are qualified to perform said work. PSI employees will keep all vehicles, equipment and quarters in a safe and operational condition. In the event that maintenance or repairs are required, and PSI employees are not qualified to perform said maintenance of repairs, the Village will be responsible for obtaining qualified personnel to perform the repairs and maintenance. The Village will be responsible for all costs and expenses associated with all repairs and/or maintenance of emergency services equipment, vehicles and quarters. PSI employees shall be responsible for interior housekeeping and lawn, driveway and grounds cleaning and other routine maintenance.

19. Employee Benefits: PSI shall be responsible for all salary and other benefits paid to PSI employees.

20. Insurance Carried by PSI: PSI shall be responsible for providing Workers' Compensation insurance for its employees, professional liability insurance for its employees with limits of at least one Million Dollars (\$1,000,000.00), and commercial umbrella excess liability insurance with limits of at least One Million Dollars (\$1,000,000.00). During the duration of this contract, any changes made to lower any limits of insurance policies currently carried by PSI must be submitted to the Village Manager for Village Board approval. Certificates of insurance showing compliance with this paragraph shall be provided to the Village and shall name the Village as an additional insureds.

21. Insurance Carried by the Village: The Village shall be responsible for providing liability insurance covering all vehicles, equipment and buildings, and shall make certain that PSI is named as additional insured on said policies.

22. Prohibited Activities: PSI employees will not be permitted by PSI to engage in solicitation of any kind during working time. "Solicitation" includes, among other things, sales of products or raffle tickets, requests for donations or contributions, of solicitations of membership in or support for any organization or cause. PSI employees shall not distribute literature in working areas at any time, and shall not distribute literature in non-working areas during working time. Non-employees of PSI are not permitted to distribute literature regarding any matter other than a matter described in this agreement, or solicit PSI employees at any time on Village property. As used herein, the term "working time" means the period of time that a PSI employee is supposed to be performing his or her job duties, including the period of time that a PSI employee is supposed to be available to respond to an emergency call. It includes the time when either the employee soliciting or distributing literature of the employee being solicited or receiving literature is supposed to be working. No commercial activities by PSI employees are permitted while PSI employees are on duty.

23. Payment Terms: In consideration for the several promises made by PSI in this agreement, the Village agrees to pay PSI according to the following schedule:

- A. Two Hundred Thirty One Thousand Forty Eight Dollars and Thirty Cents (\$231,048.30) per month for the period May, 2016, through and including April, 2017.
- B. Two Hundred Thirty Five Thousand Six Hundred Sixty Nine Dollars and Twenty Seven Cents (\$235,669.27) per month for the period May, 2017, through and including April, 2018.
- C. Two Hundred Forty Thousand Three Hundred Eighty Two Dollars and Sixty Six Cents (\$240,382.66) per month for the period May, 2018, through and including April, 2019.
- D. Two Hundred Forty Three Thousand Nine Hundred Eighty Eight Dollars and Forty Cents (\$243,988.40) per month for the period May, 2019, through and including April, 2020
- E. Two Hundred Forty Seven Thousand Thirty Eight Dollars and Twenty Five Cents (\$247,038.25) per month for the period May, 2020, through and including April, 2021
- F. Two Hundred Forty Seven Thousand Thirty Eight Dollars and Twenty Five Cents (\$247,038.25) per month for the period May, 2021, through and including April, 2022

24. Authority to Contract: The Village represents and warrants that it has the legal authority, by ordinance or otherwise, to enter into this agreement and to bind the Village to its terms. A copy of the ordinance, or a copy of the minutes from the appropriate meeting if authorization is by motion, authorizing this action by the Village shall be attached to this agreement as Exhibit 1.

25. Assignment: This Agreement shall not be assignable by either party hereto, nor shall the performance of any of the duties hereunder be delegable by any party hereto, without the written consent of all parties. This agreement shall not be assignable by operation of law.

26. Amendment and/or Modification: Neither this agreement nor any term or provision hereof, may be changed, waived, discharged, amended, modified or terminated orally, or in any manner other than by an instrument in writing signed by all the parties hereto.

27. Paragraph Headings: The paragraph and section headings are for convenience only and in no way define, limit, extend or interpret the scope of this agreement or of any particular paragraph hereof.

28. Documents: Each party to this agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this agreement to carry out its provisions.

29. Validity: If any term or provision of this agreement is, at any time during the term of this agreement, determined by a court of competent jurisdiction to be in conflict with applicable federal law, state law, federal or state administrative agency rule or regulation, or federal or state judicial decision, such term or provision shall continue in effect only to the extent permitted by such law, rule or decision; provided that such part of the agreement cannot be amended to be applied and valid under said law, rule or decision. If, at any time thereafter, such term or provision is no longer in conflict with any federal or state law, administrative rule or judicial decision, such term or provision, as originally embodied in this agreement, shall be restored in full force and effect. If any term or provision of this agreement is ultimately determined to be in conflict with any federal or state law, administrative rule or judicial decision, then the remaining provisions of this agreement will remain in full force and effect, and the agreement will be enforced and interpreted to the extent possible without said conflicting provision(s).

30. Waiver of Breach: The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall be and remain in full force and effect.

31. Notices: To be effective, any notice shall be in writing, delivered in person or mailed by certified or registered mail, postage paid, return receipt requested to the appropriate party or parties at the address set forth below, or to such other address as the parties may hereinafter designate.

ADDRESSES OF THE PARTIES:

Village Manager
Village of Lincolnwood
6900 Lincoln Avenue
Lincolnwood, Illinois 60712
Phone (847) 673-1540

Paramedic Services of Illinois, Inc.
9815 W. Lawrence Avenue
Schiller Park, Illinois 60176
Phone (847) 678-4900

32. Entire Agreement: This agreement (and any attached Exhibits) contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments and understandings related thereto are merged herein. There are no conditions precedent to the effectiveness of this agreement other than as stated herein, and there are not related collateral agreements existing between the parties that are not referenced herein.

33. Third Party Beneficiaries: This agreement is in no way intended to benefit any persons other than the parties hereto, and is not entered into with the intent to benefit any other person, either directly or indirectly.

34. Law Governing: This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without giving effect to principles and provisions thereof relating to conflict or choice of laws and irrespective of the fact that any of the parties is now or may become a resident of a different state. Venue for any action under this agreement shall lie in Cook County, Illinois.

35. Contract Administration: The Village designates the Village Manager as its liaison with PSI. PSI designates its President as its liaison with the Village. The Village Manager and the President of PSI shall serve as a mutual coordinating committee to discuss and, if possible, to resolve all questions, including any disputes, which may arise hereunder. All day-to-day activities of PSI pursuant to this agreement will be supervised by the Village Manager who together with the President of PSI, will develop standard operating procedures not inconsistent with the provisions of this agreement to govern the day-to-day activities of PSI personnel under this agreement. PSI shall at all times enforce strict discipline and good order among its employees and shall not provide any personnel under this agreement whom the Village Manager or the Corporate Authorities deem undesirable or unfit. Fourteen (14) days' written notice from the Village shall be required prior to the replacement of personnel deemed undesirable or unfit by the Village.

The President of PSI, or any other person recommended by the President of PSI and approved by the Corporate Authorities of the Village, will be referred to as the Fire Chief. The Chief will be subject to the

direction of the Village Manager and the Village President. Said Fire Chief will not, however, be considered to be an employee, appointed officer or official of the Village and shall not have any authority to exercise any corporate powers of the Village, except as specifically authorized by the Village on or after the date of this agreement, and shall not hold himself out or present himself to other persons in any manner inconsistent with the description. The Fire Chief shall be responsible for the day-to-day administration and supervision of PSI's employees.

36. Indemnification: PSI agrees to protect, indemnify, defend, hold and save harmless the Village, its employees, representatives, agents, successors and assigns, from any and all claims, costs, causes, actions and expenses, including, but not limited to attorneys fees, incurred by reason of a lawsuit or claim of compensation arising in favor of any person, on account of personal injuries or death, or damages to protect occurring, growing out of, incident to, or resulting directly or indirectly from the performance by PSI pursuant to this agreement, whether such loss, damage, injury or liability is contributed to by the negligence of the Village or by the condition of any premises or equipment supplied by the Village, whether latent or patent, or from any other causes whatsoever, except that this paragraph shall not apply where the liability for damages or the costs incident thereto are caused by the intentional or willful and wanton misconduct of the Village.

37. Labor Charges - Damaged Equipment: It is understood by PSI that all labor for maintenance of equipment and facilities shall be provided by PSI to the extent that PSI personnel are qualified to do so, and any charges for said labor are included in the contract price. Additionally, PSI understands and agrees that its employees will be responsible for routine maintenance of the equipment used under this agreement. Accordingly, it will be the responsibility of PSI to notify the Village Manager of any and all repairs required. Additionally, PSI agrees that if any piece of equipment is damaged due to negligent preventative maintenance by an employee of PSI, or the result of misuse of the equipment by PSI employees, PSI will be responsible for the cost of repair or replacement. If any PSI employee intentionally damages a piece of equipment owned by the Village, PSI shall be responsible for the cost of repair or replacement. The mutual coordinating committee will develop standard operating procedures, not inconsistent with this agreement, to implement the intentions of this paragraph.

38. Delegation of Authority – PSI is not Agent: The Village agrees to authorize PSI to effectively carry out its obligations under this agreement, and to take whatever action is reasonably required to effectuate such authorization. Such authority shall include, but not be limited to, the authority to enforce the fire code, to conduct fire investigations and the authority to manage and control fire scenes. Other than the authority specifically delegated to PSI by ordinance, contract or otherwise, PSI has no authority, as agent or otherwise, to bind the Village to any legal obligation. PSI and its employees are independent contractors and are not the agents or employees of the Village.

39. Default: A default occurs through the failure of either party to cure any breach of the contract after the receipt of fifteen (15) days' written notice. A filing of bankruptcy by either party shall constitute a default.

40. Audit of Records: The Village shall, upon fourteen (14) days' written notice to PSI, be allowed to audit PSI's records relating to its activities under this agreement. PSI agrees to keep a separate set of records concerning its activities under this agreement, and these records are the records that will be supplied to the Village under this paragraph.

41. Contractor's Certification: Pursuant to Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. and PSI certifies that it is not barred from executing this agreement as a result of a violation of Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

42. Financial Statements: PSI shall provide the Village with a compiled financial statement on an annual basis for the duration of this agreement.

43. Ownership of Computer Hardware, Software and Data Files: All computer purchases and all computer programs/files used and/or developed either prior to or subsequent to this Agreement for the Village Paramedic and Fire Protection Programs are and shall be the exclusive property of the Village of Lincolnwood.

IN WITNESS WHEREOF, the parties hereby agree to be bound by all of the terms set forth in this agreement and acknowledge that each has received sufficient consideration for entering into this agreement and each party executes this agreement on this ____ day of March, 2016.

THE VILLAGE OF LINCOLNWOOD,
ILLINOIS

PARAMEDIC SERVICES OF
ILLINOIS, INC.

Gerald C. Turry, Village President

Michael C. Hansen, Vice President

Timothy C. Wiberg, Village Manager

ATTEST:

Beryl Herman, Village Clerk

Request for Board Action

REFERRED TO BOARD: April 19, 2016

AGENDA ITEM NO: 9

ORIGINATING DEPARTMENT: Village Manager's Office

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Each year the Village adopts a Fee Resolution which establishes all of the fees and fines referenced in the Village Code for the new fiscal year. The Village maintains a practice of adopting the annual Fee Resolution immediately following approval of the budget for the new fiscal year. Shown below are the proposed fee and fine adjustments for the Fiscal Year 2016-17, effective May 1, 2016.

Water Rate Increase

The Village purchases water from the City of Chicago. The City has assessed a 5% increase for its suburban water customers effective January 1, 2016. The Village's Financial Policy states that the Village will increase its municipal water rate by the amount set by the City of Chicago. The current rate is \$8.28 per 1,000 gallons of metered water consumption. A 5% increase is \$0.41. Therefore, the proposed Village municipal basic water rate is \$8.69 per 1,000 gallons of metered water consumption.

Parking Fine Increase

Included with the Fiscal Year 2015-16 budget was an increase in the Village's Parking Ticket Fines. All Parking Fines were increased to a minimum of \$30 based on comparable data that was presented at the February 9, 2015 Budget Workshop. Due to a clerical error the following parking ticket fines were inadvertently not increased:

- Parking within an intersection - \$25
- Parking on a crosswalk - \$25
- Additional parking regulations - \$20
- Bicyclist Violations of the Illinois Vehicle Code - \$10
- Prohibited parking on certain streets - \$20
- Restricted parking in Municipal Lot (Touhy and Keating), Parking more than two consecutive hours - \$20
- Resident only parking - \$25
- Permit only parking - \$25
- Vehicle Abandoned on the Roadway - Up to \$2,500
 - Currently this fee is not referenced in the Fee Resolution and therefore requires a mandatory court appearance with fines up to \$2,500. Staff is proposing to make this violation become a flat fine similar to a parking fine and therefore a Village Code amendment to Section 17-1-2 "Abandonment of Vehicle necessary. The proposed Village Code amendment is as follows: "Any person who abandons any vehicle within the

Village in violation of this Section 17-1-2 is subject to a fine in the amount set forth in the Annual Fee Resolution.”

Staff recommends increasing the above fees to \$30 in order to be consistent with other parking fees in the Fee Resolution and to be consistent with other communities’ fees as presented at the February 9, 2015 Budget Workshop.

Ambulance Fee Increase

In 1992, the Fire Department proposed an ambulance fee as part of the budget process. Prior to this time there was no charge for ambulance services. At that time, the Village Board felt that only non-residents should be charged this fee and adopted an Ordinance setting the fees for only non-resident ambulance transports. In 2004, the Village Board changed its position and started billing residents for ambulance services. The Village Board has since adjusted ambulance fees in Fiscal Years 2004/2005, FY 2008/2009 and 2010/2011.

The Village’s resident rate is lower than the non-resident rate because local tax dollars help support the fire service; thus the resident discount is appropriate. Through the ambulance billing process no resident ever experiences any out of pocket monies as staff only collects what private insurance, Medicare, Medicaid or any other insurance pays to the Village. Non-residents are responsible to pay the full amount of the ambulance bill unless contractual agreements of Medicare and Medicaid prohibit such practice. Unpaid balances are sent to a collections agency to recoup the balance due. Staff recommends adjusting the ambulance billing fees. Listed below is a chart that shows the current and proposed fee adjustments.

Non-Resident Ambulance Service Rates		
Charges	Current Fee	Proposed Fee
Basic Life Support ambulance transport fee	\$850.00	\$1,000.00
Advanced Life Support I ambulance transport fee	\$1,000.00	\$1,150.00
Advanced Life Support II ambulance transport fee	\$1,250.00	\$1,400.00
Mileage transport fee	\$17.00/Mile	\$20.00/Mile
Resident Ambulance Service Rates		
Charges	Current Fee	Proposed Fee
Basic Life Support ambulance transport fee	\$500.00	\$650.00
Advanced Life Support I ambulance transport fee	\$700.00	\$850.00
Advanced Life Support II ambulance transport fee	\$950.00	\$1,050.00
Mileage transport fee	\$15.00/Mile	\$17.00/Mile

Construction in Village Rights-of-Way Permit Fee Increase

From time to time the Village receives permit applications for construction in the Village’s Rights-of-Way. The applications are typically received from contractors performing work on behalf of utility companies. The current application fee is \$500. The proposed fee is \$1,000. Staff does not have any knowledge of when this fee was last updated and is proposing the increase in order to offset application processing and in-house staff review costs.

Additionally, staff proposes a Village Code amendment to Section 6-2-4 “Permit Required; applications and fees” which states “applicants for permits pursuant to this Article 2 must reimburse the Village for the cost incurred by the Village for all third-party review, inspections, engineering, or other professional services necessary for the administration of the application and the permit.” This amendment allows the Village to pass through all costs associated with a permit application for construction in the Village Rights-of-Way that are provided by a third-party contractual service such as the Village Engineer. Since this proposed change is not a fee a Village Code amendment is required.

FINANCIAL IMPACT:

An estimated additional \$21,500 in revenue will be allocated to the General Fund. An estimated \$191,000 in revenue received from the water rate increase will be used to pay the City of Chicago for water purchases.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Proposed Fee Resolution
3. Proposed Fee Schedule
4. Proposed Fee Schedule Redline

RECOMMENDED MOTION:

Move to approve an Ordinance Amending Sections 6-2-4 and 17-1-2 of the Municipal Code of Lincolnwood Regarding Various Fees and Fines and a Resolution establishing certain annual fees to be charged by the Village of Lincolnwood for the period of May 1, 2016 through April 30, 2017.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016-_____

**AN ORDINANCE AMENDING SECTIONS 6-2-4 AND 17-1-2
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING VARIOUS FEES AND FINES**

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

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

Village Clerk

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2016-_____

**AN ORDINANCE AMENDING SECTIONS 6-2-4 AND 17-1-2
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING VARIOUS FEES AND FINES**

WHEREAS, pursuant to Section 6-2-4(F) of the "Municipal Code of Lincolnwood," as amended ("*Village Code*"), applicants for a permit to construct facilities on, above, along, upon, under, across, or within a Village-owned right-of-way must pay an application fee for such permit; and

WHEREAS, pursuant to Section 17-1-2 of the Village Code, it is illegal to abandon a vehicle within the Village; and

WHEREAS, the Village President and Board of Trustees desire to: (i) amend Section 6-2-4(F) of the Village Code to clarify the permit application fee for right-of-way construction; and (ii) amend Section 17-1-2 of the Village Code to establish a specific penalty for illegally abandoned vehicles; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest 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. RIGHT-OF-WAY APPLICATION FEE. Section 6-2-4 of the Village Code is hereby amended further to read as follows:

“6-2-4 Permit required; applications and fees.

* * *

(F) Application fees. Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this Article 2 shall be accompanied by a fee in the amount set forth in the Annual Fee Resolution. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act. **Further, applicants for permits pursuant to this Article 2 must reimburse the**

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

Village for the cost incurred by the Village for all third-party review, inspections, engineering, or other professional services necessary for the administration of the application and the permit.

* * *

SECTION 3. ABANDONMENT OF VEHICLES. Section 17-1-2 of the Village Code is hereby amended further to read as follows:

"17-1-2: ABANDONMENT OF VEHICLES.

It shall be unlawful for any person to abandon any vehicle within the Village, and no person shall leave any vehicle at any place within the Village for such time and under such circumstances as to cause such vehicle reasonably to appear to have been abandoned. A vehicle or any part thereof so abandoned on public or private property, not belonging to the owner or tenant of such property, may be authorized for removal by the Village Police Department after a waiting period of seven days or more has expired. **Any person who abandons any vehicle within the Village in violation of this Section 17-1-2 is subject to a fine in the amount set forth in the Annual Fee Resolution.**"

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

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

[SIGNATURE PAGE FOLLOWS]

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

PASSED this ____ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2016.

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

ATTESTED and FILED in my office the
____ day of _____, 2016.

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

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VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-_____

**A RESOLUTION ESTABLISHING CERTAIN ANNUAL FEES
TO BE CHARGED BY THE VILLAGE OF LINCOLNWOOD
FOR THE PERIOD OF MAY 1, 2016 THROUGH APRIL 30, 2017**

WHEREAS, the Village President and Board of Trustees have determined that, for administrative and ease of reference purposes, it is appropriate to adopt an Annual Fee Resolution, which provides a schedule of certain Village fees, charges and fines for the fiscal year beginning May 1, 2016, and ending April 30, 2017; and

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

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. ADOPTION. The fees, charges, and rates contained in the Annual Fee Resolution's fee schedule for the period of May 1, 2016 through April 30, 2017, attached as **Exhibit A** to this Resolution, are hereby adopted pursuant to and in accordance with Section 1-1-12 of the "Municipal Code of Lincolnwood," as amended.

SECTION 3. APPLICABILITY. Each fee, charge, rate or regulatory measure set forth in this Resolution applies to the provisions of the corresponding section of the "Municipal Code of Lincolnwood," as amended, "The Village of Lincolnwood Zoning Ordinance", as amended, or other ordinances in which reference is made to the "Annual Fee Resolution," a "resolution of the Village Board of Trustees," a "resolution adopted by the Village Board of Trustees," or that "a fee schedule has been established by resolution." This Resolution does not and will not apply to, or have any effect on, any fee, charge, rate, or regulatory measure or any other amount for which there is not express reference to the "Annual Fee Resolution," to a "resolution of the Village Board of Trustees," to a "resolution adopted by the Village Board of Trustees," or that "a fee schedule has been established by resolution."

SECTION 4. FUTURE AMENDMENTS. It is intended that the fees, charges, rates and regulatory measures set forth in this Resolution will be reviewed periodically by the President and Village Board of Trustees. Accordingly, some or all of the provisions of this Resolution may be amended from time to time. Each provision of this Resolution will remain in full force and effect unless otherwise expressly provided or expressly amended by subsequent ordinance or resolution, in which case the amended provision will be immediately effective.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage, approval, and publication in the manner provided by law; provided, however, that the effective date shall not occur prior to May 1, 2016.

PASSED this ___ day of _____, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2016.

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

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

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

#10781976_v5

Exhibit A
Fee Schedule

FEES

A25 Attachment 1

Village of Lincolnwood

Exhibit A

Fee Schedule

[Adopted pursuant to Res. No. R2016-___, effective 5-1-2016]

Code Section	Subject	Fee/Fine
Chapter 1, General Provisions		
1-2-3	Private use of Village Seal	Not to exceed \$2,500
1-3-3	Copies of public records	Pursuant to FOIA rules
1-3-5	Failure to disclose use of records for commercial purposes	Not to exceed \$2,500
1-3-7	Custody of combination and access to vault	Not to exceed \$2,500
1-4-10(B)	Violation of Ethics Article	Not to exceed \$2,500
1-4-12	Violations of Ethics Article	Not to exceed \$2,500
Chapter 4, Departments, Officials and Employees		
4-1-8	Failure to deliver records upon termination of term or employment	Not to exceed \$2,500
4-1-13	Misconduct of officer	Not to exceed \$2,500
4-6-2(C)	Employment application fee for nonexempt position within Police Department	\$25
4-6-9	Records retrieval for expungement and sealing of Police Department records	\$50
Chapter 5, Public Safety		
5-2-3	Alarm user fee	
5-2-3(A)	Initial fee	\$25
5-2-3(A)	Renewal fee	\$25
5-2-3(E)	Late renewal fee	\$30
5-2-5(A)(1)	False alarms	
	1 st through 3 rd false alarm within a calendar year	No charge
	4 th through 6 th false alarm within a calendar year	\$50 per false alarm
	7 th through 9 th false alarm within a calendar year	\$75 per false alarm
	Each false alarm in excess of 9 per calendar year	\$250 per false alarm
5-2-6	Direct alarm connection to Police Department	
5-2-6(C)	Initial connection fee	As determined by current agreement
5-2-6(D)	Monthly maintenance fee	As determined by current agreement

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
5-2-11(C)	Reinstatement of alarm user permit after revocation	\$100
5-2-13	Violation of Ch. 5, Art. 2, Alarm Systems	Not to exceed \$2,500
5-2-14	Fire alarm connection or monitoring fees	
5-2-14(A)	Connection fee	\$150
5-2-14(A)	Monitoring fee	\$80 per month
5-2-14(A)	Disconnection Fee	\$89
5-2-14(B)	Radio replacement fee	\$1,000
5-3-1	Ambulance user fee	
	Nonresident rates	
	Basic life support ambulance transport fee	\$1,000
	Advanced Life Support I ambulance transport fee	\$1,500
	Advance Life Support II ambulance transport fee	\$1,400
	Mileage transport fee, per mile	\$20
	Resident rates	
	Basic life support ambulance transport fee	\$650
	Advanced Life Support I ambulance transport fee	\$850
	Advance Life Support II ambulance transport fee	\$1,050
	Mileage transport fee, per mile	\$17
5-5-7(A) and (B)	Release or threatened release of a hazardous material	Abatement costs incurred and a fine not to exceed \$2,500
5-5-7(B)	Release or threatened release of a hazardous material due to misconduct or negligence; evasion of responsibility for release or threatened release	Abatement costs incurred and a fine not to exceed \$2,500
5-5-7(C)	Removal or remedial action	Abatement costs incurred and a fine not to exceed \$2,500
5-6-7	Violation of Ch. 5, Art. 6, States of Emergencies	Not less than \$100 nor more than \$500 for each offense
5-7-6	Fireworks	
	Permit	\$50
	Indemnity bond	\$100,000
Chapter 6, Public Parks, Ways and Properties		
6-1-1	Sidewalk construction:	
	Permit fee	\$100
	Deposit requirements	\$1,000
6-1-8(B)(1)(F)	Public way outdoor seating license	\$100
6-2-4	Construction in Village rights-of-way	

FEES

Code Section	Subject	Fee/Fine
6-2-4(F)	Application fee	\$1,000
6-2-4(G)	Reinspection fee	\$75 per hour or specialist or consultant customary rates
6-2-23	Failure to comply with Ch. 6, Art. 2, Construction of Utility Facilities in Village Rights-of-Way	\$2,500
6-4-4	Failure to comply with Ch. 6, Art. 4, Newspaper Dispensing Devices	Not to exceed \$2,500
6-5-8(B)	Parkway tree permits	\$170
6-5-12	Failure to obtain tree trimming permit in parkway	
6-5-12(C)	Removal of tree	A fine not less than \$1,000, nor more than \$2,000; and the imposition of a tree replacement fee in an amount of not less than \$150 per diameter inch of tree removed
6-5-12(D)	Removal of limbs	If less than 50% of the crown is removed, the fine is \$500. If 50% or more of the crown is removed, then the fine is not less than \$1,000, nor more than \$2,000; and the imposition of a tree replacement fee in an amount of not less than \$150 per diameter inch of tree removed.
6-5-21(A)	Designation of parkway parking area	\$10
6-5-22(C)	Parkway tree replacement fee	Sum equal to the current cost for the total number of trees required minus the number of trees installed or located in the parkway parking area
6-5-23	Designated parkway parking permit	
6-5-23(A)	Application fee	\$0
6-5-23(C)	Processing deposit and costs	As calculated by the Village
6-7-3(A)(5)	Donation collection bins application fee	\$100
Chapter 7, Traffic Code		
7-2-14(D)	Temporary no parking regulations	
	Each violation	Not less than \$50 and not more than \$100
	When vehicle is removed and relocated	Not less than \$60 and not more than \$150
7-2-22	Disabled person's parking zone	
	On residential streets	

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
7-2-22(B)(2)	Designation application	\$50
7-2-22(B)(4)	Annual renewal	\$10
	Spaces for not-for-profit organizations	
7-2-22(C)(3)	Designation application	
	Filed before July 1	\$50 per space
	Filed after July 1	\$40 per space
7-2-22(C)(6)	Annual renewal	\$30 per space
7-2-27(E)	Resident-only parking permit	\$10 per vehicle
7-2-31(A)	Violation of Article 2, Through Streets, Stop Streets, One-Way Streets, Load Limits, Prohibited and Restricted Parking	
	General parking penalty; settlement amounts; maximum fines	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Schedule of specific parking penalties; settlement amounts; maximum fines	
	Parking within an intersection	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Parking on a crosswalk	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Obstructing traffic alongside or opposite any street excavation or obstruction (when vehicle relocated)	
	Settlement within 10 days	\$60
	Settlement after 10 days	\$100
	Parking where signs prohibit: fire lanes	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	Parking in public area without current annual registration sticker or temporary registration permit	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Parking in front of public or private driveway	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Parking a vehicle within 15 feet of a fire hydrant	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200

FEES

Code Section	Subject	Fee/Fine
	All other stopping, standing or parking prohibited in specified places	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Additional parking regulations	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Unattended motor vehicles	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Bicycles	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Prohibited parking on certain streets	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Prohibited parking on snow emergency routes (when vehicle relocated)	
	Settlement within 10 days	\$60
	Settlement after 10 days	\$100
	Restricted parking on certain streets	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Restricted parking in municipal lot (Touhy and Keating)	
	1. Commercial vehicles	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	2. Parking between 9:00 p.m. and 6:00 a.m.	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	3. Parking more than 2 consecutive hours	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Parking of recreational vehicles, recreational vehicle trailers, and mobile homes prohibited	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	Parking for handicapped/disabled persons	
	Settlement within 10 days	\$250
	Settlement after 10 days	\$350

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
	Parking commercial vehicles on public streets	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	Resident only parking	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Permit only parking	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Permit only parking - removal of permit	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Inoperable vehicles	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	All other violations of this article	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
7-3-17	Violation of Ch. 7, Art. 3, Bicycles and Motor-Driven Scooters	
	First offense	Not to exceed \$2,500
	Subsequent offenses	Not to exceed \$2,500
7-4-11	Violation of Ch. 7, Art. 4, Automated Traffic Law Violations	
	Violation	Civil penalty of \$100
	Failure to pay original fine or to request administrative hearing	Additional fine of not more than \$100
Chapter 8, Taxation and Finance		
8-7-5(A)	Vehicle license	
	Any two-wheeled or three-wheeled motor vehicle subject to licensing by the state	\$30
	All passenger vehicles	\$40
	Vehicles with a gross vehicle weight (GVW) of 8,000 pounds or less, classified as A and B vehicles by the Secretary of State	\$50
	Vehicles with a gross vehicle weight (GVW) of between 8,001 and 14,000 pounds, classified as C, D and E vehicles by the Secretary of State	\$70
	Vehicles with a gross vehicle weight (GVW) of 14,001 pounds and upwards	\$100

FEES

Code Section	Subject	Fee/Fine
	School buses	\$40
	Buses classified as C vehicles by the Secretary of State	\$70
	Buses classified as F or G vehicles by the Secretary of State	\$100
	Automobiles used to pick up children not otherwise picked up by a school bus	\$40
	Rates for buses not otherwise provided herein shall be according to commercial vehicle weight.	
8-7-6(B)	Late application for vehicle license	\$10 per month
8-7-8	Transfer of vehicle license	\$2
8-7-9	Retention of license and transfer to new vehicle	\$2
8-7-13	Issuance of duplicate license	\$2
8-7-15	Late filing charge	\$10 per month
8-7-17	Violation of vehicle licensing requirements	\$50
8-12-1	Returned check service charge	\$25 per occurrence
8-12-2	Fingerprinting by Police Department	
	Resident	\$10
	Nonresident	\$30
8-15-2	911 system surcharge	\$1 per month per in-service network connection
8-16-2	Application for economic development incentive	\$3,000
8-16-5	Village's costs and expenses for review of economic development incentive request	115% of Village's actual costs
8-18-6	Late payment of municipal motor fuel tax	Penalty of 1% of unpaid tax, plus late filing penalty of 5% of unpaid tax, plus late payment charge of 5% of unpaid tax
8-18-7	Failure to pay municipal motor fuel tax	
	First offense	Not to exceed \$2,500
	Second and subsequent offenses in any 180-day period	Not to exceed \$2,500
8-20-8	Failure to pay hotel and motel tax	
	First offense	Not to exceed \$2,500
	Second and subsequent offenses in any 180-day period	Not to exceed \$2,500
8-21-6	Late payment of food and beverage tax	Not to exceed \$2,500
8-21-10	Violation of Article 21, Food and Beverage Tax	
	First offense	Not to exceed \$2,500
	Second and subsequent offenses in any 180-day period	Not to exceed \$2,500

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
Chapter 9, Business Licenses and Commercial Regulations		
9-1-5(A)(16)	Business license	
	Food Establishments: Facilities of:	
	0 - 1,000 square feet	\$100
	1,001 - 2,500 square feet	\$150
	2,501 - 5,000 square feet	\$200
	5,001 - 10,000 square feet	\$250
	10,001 - 20,000 square feet	\$350
	20,001 square feet and over	\$400
	Manufacturing: facilities of:	
	0 - 5,000 square feet	\$50
	5,001 - 10,000 square feet	\$75
	10,001 - 20,000 square feet	\$100
	20,001 - 30,000 square feet	\$125
	30,001 - 50,000 square feet	\$150
	50,001 square feet and over	\$175
	Retail: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 - 20,000 square feet	\$150
	20,001 - 30,000 square feet	\$175
	30,001 square feet and over	\$200
	Service establishments: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 square feet and over	\$150
	State licensed professionals: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 square feet and over	\$150
	Wholesale and/or warehouses: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 - 20,000 square feet	\$150

FEES

Code Section	Subject	Fee/Fine
	20,001 - 30,000 square feet	\$175
	30,001 square feet and over	\$200
	Specific licenses:	
	Amusements:	
	Athletic stadium (based on square footage of facility):	
	Indoor	\$25 – \$1,500
	Outdoor	\$375
	Auditorium (based on seating capacity)	\$200 – \$1,500
	Golf course	\$600
	Movie theater (based on square footage of facility)	\$200 – \$1,500
	Racquet and/or tennis club (based on square footage of facility)	\$25 – \$100
	Roller and/or ice skating rink (based on square footage of facility)	\$25 – \$1,500
	Amusement machines, each machine	\$75
	Amusement machines/jukebox, each machine	\$25
	Auctioneer:	
	Per day	\$10
	Per year	\$100
	Building contractor	\$100
	Cigarette and tobacco dealer	\$150
	Electrical contractor	\$100
	Firearms dealer	\$100
	Fuel oil/solid fuel dealer	\$100
	Gasoline station, each pump	\$10
	Going out of business sale	\$25
	Hotel/motel	\$500
	Itinerant merchant	\$50
	Junk dealer	\$500
	Massage parlor	\$200
	Massage therapists	\$50
	Scavenger	\$250
	Secondhand dealer	\$250
	Taxi and limousine:	
	Business	\$50
	Driver	\$7
	Each vehicle	\$50
	Vending machine	
	Candy, gumballs, etc.	\$50
	Food and beverage	\$50

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
9-1-13	Replacement of lost business license	
9-1-14	Automobile liability insurance	
	Property damage	\$5,000
	Injuries to or death of any one person	\$50,000
	Injuries to or death of more than one person, in any one accident	\$100,000
9-1-15(A)	Violation of Ch. 9, Business Licenses and Commercial Regulations	Not less than \$100 and not more than \$1,000, plus any additional penalties as set forth in the applicable regulations specifically applicable to Arts. 2 through 11
9-1-15(B)	Third and subsequent convictions within any 12-month period	Not less than \$100 and not more than \$1,000 and imprisonment for a period not exceeding 6 months
9-2-1(C)	Golf driving range general liability insurance	
	Personal injury or damage to property, one occurrence	\$50,000
	Injury to one person or any one person's property	\$10,000
9-3-2	Daily auction license	\$10
9-3-6	Fictitious bidding at auction	
	First offense	Not to exceed \$2,500
	Second or subsequent offense	Not to exceed \$2,500
9-5-11	Reinspection of food establishment, per reinspection	\$160
9-8-3(B)	Photograph and fingerprints of applicant for massage establishment or massage therapist, each set	\$25
9-12-5	Renewal of solicitation permit	Fee required for permit
9-12-7	Commercial solicitation	
9-12-7(A)	Original permit	
	60-consecutive-day permit	\$250
	Daily permit, per day	\$25
	Additional permit cards	\$10
9-12-7(C)	Replacement permit card	\$5
9-12-7(B)	Noncommercial solicitation	
	Original permit	No fee
	Additional permit cards	\$5
9-12-7(C)	Replacement permit card	\$5
9-13-2(B)	Garage sale permit	\$3
9-13-5	Violation of Ch. 9, Art. 13, Garage, Rummage and Similar Sales, each offense	Not to exceed \$2,500
9-14-3	Raffle license	\$50

FEES

Code Section	Subject	Fee/Fine
9-14-10	Violation of Ch. 9, Art. 14, Licensing Organizations to Operate Raffles	Not to exceed \$2,500
9-15-2-3	Firearms license	
9-15-2-3(A)	Annual permit	\$100
9-15-2-3(B)	Permit for a gun show or event	\$100
9-15-2-7(B)	Violation of Ch. 9, Art. 15, Firearms Dealers; Assault Weapons	Not to exceed \$2,500
	Sale of firearms without a license or at a gun show or event without a permit or at a prohibited location	Not to exceed \$2,500
9-15-3-1(C)	Fine for sale or transfer of assault weapons	Not to exceed \$2,500
Chapter 10, Liquor and Tobacco		
10-2-7	Local liquor license	
10-2-7(A)	Class A	\$1,750
10-2-7(B)	Class B	\$1,500
10-2-7(C)	Class C	\$1,500
10-2-7(D)	Class D	\$1,000
10-2-7(E)	Class D-1	\$1,750
10-2-7(F)	Class E	\$1,500
10-2-7(G)	Class S-E	No fee
10-2-7(H)	Class F	\$2,000
10-2-13	Duplicate local liquor license	\$100
10-2-36	Service of alcohol at Lincolnwood Community Center	
10-2-36(B)(2)	Administrative fee due with application	\$25
10-2-36(B)(3)	Special event and general liability insurance for rental of Lincolnwood Community Center	\$2,000,000
10-2-38(A)	Violation of Ch. 10, Art. 2, Alcoholic Liquor Dealers	Not to exceed \$2,500
10-3-17	Violation of Ch. 10, Art. 3, Comprehensive Regulation of Tobacco Products	
10-3-17(A)	First violation	Not to exceed \$2,500
10-3-17(B)	Second violation	Not to exceed \$2,500
10-3-17(C)	Third and subsequent violations	Not to exceed \$2,500
10-3-18	Violation of regulations relating to purchase and possession of tobacco by a minor	
10-3-18(A)	First violation	Not to exceed \$2,500
10-3-18(B)	Second violation	Not to exceed \$2,500
10-3-18(C)	Third and subsequent violations	Not to exceed \$2,500
Chapter 11, Health Regulations		

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
11-1-4(D)	Rates and charges for disposal of system waste through the municipal waste system	As established by the Village
11-1-10	Violations of Ch. 11, Art. 1, Garbage and Refuse:	
11-1-10(A)	Except as provided in Section 11-1-10(B) and (C), each offense	Not to exceed \$2,500
11-1-10(B)	Section 11-1-2(E), each offense (hazardous wastes)	Not to exceed \$2,500
11-1-10(C)	Section 11-1-3(D) (placement for pickup) or 11-1-5(C), each offense (collection hours)	\$25
11-2-4	Violation of Ch. 11, Art. 2, Weeds, each offense	Not to exceed \$2,500
11-3-4	Dog license	
	Male and female dogs	\$8
	Spayed and neutered dogs	\$4
	Replacement dog license tag	\$1
11-3-9	Redemption of impounded animals	
11-3-9(A)	Licensed dogs	\$25 per day, plus boarding and veterinary care costs
11-3-9(B)	Unlicensed dogs	\$25 per day, plus boarding and veterinary care costs, plus double the annual license and registration fees
11-3-9(B)	Cats	\$25 per day, plus boarding and veterinary care costs
11-3-12(G)	Liability insurance for vicious dog	\$50,000
11-3-21	Penalties:	
11-3-21(A)	Violation of Ch. 11, Art. 3, Regulation of Dogs, Cats and Animals	Not to exceed \$2,500
11-3-21(B)	Dog licensing violation	Not to exceed \$2,500
11-3-21(C)	Ground feeding	Not to exceed \$2,500
Chapter 12, Water and Sewers		
12-2-6	Water or sewer connection general liability and property damage insurance	\$1,000,000 per occurrence
12-3-1	Turning on of water by anyone other than authorized agent or employee of the Village	Not to exceed \$2,500
12-3-3	Water meter	
	Brass meter with RTR and hexagram:	
	M25 5/8 inch x 3/4 inch	\$231.37
	M70 1 inch	\$250.07
	M55 1 inch	\$309.73
	M120 1 1/2 inch	\$510.82
	M170 2 inch	\$655.75

FEES

Code Section	Subject	Fee/Fine
	C1 connection set:	
	3 inch	\$84.64
	4 inch	\$105.32
	C1 elliptical connection set:	
	1 1/2 inch	\$42.86
	2 inch	\$52.86
	6 inch	\$159.44
	Composite 12 inch meter pit lid	\$100
	Compound meter with two RTRs and hexagram:	
	2 inch	\$1,724.93
	3 inch	\$2,004.38
	4 inch	\$3,122.19
	6 inch	\$4,349.59
	Connection set:	
	3/4 inch	\$16.41
	1 inch	\$25.28
	Hex connection set:	
	1 1/2 inch	\$110.78
	Hexagram transmitter:	
	Single output (only)	\$138.36
	Dual output (only)	\$165.75
	RTR register only:	
	M25-M70	\$64
	M120-M170	\$71.38
	Service charge	\$50
	Square composite manhole lid	\$300
12-3-8	Damaging or tampering with Village water system	Not to exceed \$2,500
12-3-13(G)	Basic water user charge	\$8.69 per 1,000 gallons of metered water consumption
12-3-13(H)	Debt service charges	\$0.38 per 1,000 gallons
12-3-13(H)	Installation of new water meter	
	Each commercial user	\$108
	Each residential user	\$18
12-3-13(I)	Capital improvement charge, each user	\$3.15 per month
12-3-13(J)	Water use charge (in excess of 1,000 gallons per month)	\$5.12 per 1,000 gallons
12-3-15(B)(5)	Preparation of certificate of payment	\$20
12-3-18	Reinstatement of water service	
	Certified letter	Current USPS cost to send a letter certified mail
	During normal working hours	\$100
	Additional fee for work during other than normal working hours	\$50, plus cost of calling out personnel after hours

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
12-3-19	Rate for temporary shutoff	Regular service charge per month
12-3-25(B)	Watering permit	No fee
12-3-32	Sewer user fee	\$1 for every 1,000 gallons of metered water consumption
12-3-32(C)	Failure to pay fees	10% of original fee
12-6-6-8	Excessive release rate fee	\$8 per cubic foot of required stormwater detention not provided, not to exceed 5% of construction cost of development as determined by the Village Engineer
12-6-9(B)	Fee in lieu of stormwater detention	\$8 per cubic foot of required stormwater detention not provided, not to exceed 5% of construction cost of development as determined by the Village Engineer
12-7-13	Ch. 12, Art. 7, Flood Hazard Protection	
	First or second violation within past 12 months	Not greater than \$1,000
	Third or subsequent violation within past 12 months	Up to \$5,000
Chapter 13, Telecommunications and Utilities Regulations		
13-1-1-8	Violation of Ch. 13, Telecommunications and Utilities Regulations	Not to exceed \$2,500
13-1-2-2	Application for registration as a telecommunications carrier or provider	\$25
13-1-5-2(A)	Application for a license or franchise	\$1,500 or 1% of estimated cost of proposed facilities, whichever is greater
13-1-5-2(C)	Refund of deposit after withdrawal, abandonment or denial of a license or franchise application	Balance of deposit provided less \$500 and all ascertainable costs and expenses incurred by Village in connection with application
13-1-5-6	Construction permit fee	\$1,500 or 1.5% of estimated cost of constructing the facilities, whichever is greater
13-1-5-7	Annual license or franchise fee	
	Aerial cable or cable in duct or conduit	\$0.50 per linear foot
	Direct burial cable	\$1 per linear foot

FEES

Code Section	Subject	Fee/Fine
13-2-3(F)(7)	Nonrefundable franchise application fee	To be determined by the corporate authorities by resolution
13-2-11(A)	Franchise fee	An amount equal to 5% per year of the grantee's annual gross revenue as permitted by law
13-2-24(B)	Violation of Ch. 13, Art. 2, Cable Communications	Not to exceed \$2,500
13-3-5	Violation of Ch. 13, Art. 3, Local Emergency Energy Plan	Not less than \$2,500 and not more than \$10,000
13-4-3	Material breach	
	Each day	Not to exceed \$750
	Each occurrence per customer	Not to exceed \$25,000
13-5-2(B)	Cable/video service provider	5% of holder's gross revenues
13-5-3(B)	PEG access support fee	1% of holder's gross revenues, or if greater, the percentage of gross revenues that incumbent cable operators pay
Chapter 14, Building Regulations*		
14-2-3	Permit fee renewal (Section 105.8)	
	First renewal or reissuance for a period not to exceed 180 days	No fee
	Subsequent renewal or reissuance for a period not to exceed 180 days	25% of the original cost of the original permit
14-3-3	Permit fee renewal (Section R105.5)	
	First renewal or reissuance for a period not to exceed 180 days	No fee
	Subsequent renewal or reissuance for a period not to exceed 180 days	25% of the original cost of the original permit
14-8-3	Fees for mechanical work (Section 106.5.2)	Not greater than \$1,000 except where the conviction for which a penalty is being imposed is the person's third or subsequent violation in the past 12 months of the regulations set forth in this chapter, in which case, the court or Administrative Hearing Officer may impose a fine of up to \$5,000. Each day that a violation is permitted to exist shall constitute a separate offense.

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
14-10-3	Fees for fuel gas work (Section 106.5.2)	Not greater than \$1,000 except where the conviction for which a penalty is being imposed is the person's third or subsequent violation in the past 12 months of the regulations set forth in this chapter, in which case, the court or Administrative Hearing Officer may impose a fine of up to \$5,000. Each day that a violation is permitted to exist shall constitute a separate offense.
14-13-4	Reinspection fees	
	First reinspection	No fee
	Second and subsequent reinspections	
	Residential construction	\$50
	Commercial construction	\$75
14-13-6	Work performed prior to issuance of permit	Twice the permit fees set forth above
14-13-7	Building permit technology fee	10% of fee otherwise due
14-14-5(A)	Site management cash deposit	
	Curb cut deposit	
	Residential	\$1,000
	Commercial	\$1,000
	Right-of-way excavation and street opening	
	Residential	\$500
	Commercial	\$1,000
	Driveways/sidewalks	
	Residential	\$1,000
	Commercial	\$1,000
	Stormwater	\$3,000
14-14-8	Resumption of work subject to a stop-work order	
	Single-family residential properties	\$250
	Multifamily residential properties	\$500
	Commercial, industrial and manufacturing properties	\$500
	Demolition stop-work order	\$500
14-14-9	Sign containing rules and regulations for demolition and construction work area	\$75
14-14-10	Site management standards	
14-14-10(G)	Special street cleaning, per occurrence	\$300
14-14-10(J)	Failure to submit as-built foundation plan	Issuance of stop-work order

FEES

Code Section	Subject	Fee/Fine
14-15-7	Insurance required for contractors	\$1,000,000 per occurrence
14-16-3(B)	Tree removal permit	
	Tree in good condition	\$65, plus \$150 per each inch of diameter breast height
	Dead, nuisance, hazardous or deferred species tree	No fee
14-16-9(E)	Tree replacement fee	\$150 per diameter inch of tree removed
14-16-10(B)	Conservation area tree removal permit, per year	\$250
14-16-13(F)	Fine for removal of tree	A fine not to exceed \$2,500 and the imposition of a tree replacement fee in an amount of not less than \$150 per diameter inch of tree removed
14-17-1(A)	Violation of Ch. 14, Building Regulations	Not to exceed \$2,500
	Third or subsequent violation within 12 months	Not to exceed \$2,500
Chapter 15, Zoning		
3.13(26)b	Fence violation reinspection fee	\$50
5.02(1)	Development review team deposit	\$1,000
	Zoning certificate fee	
	Residential uses	\$25
	All other uses	\$50
	Minor variation application fee	\$125
	Major variation application fee	
	Single-family residential properties	\$250
	All other properties	\$500
	Special use	
	Nonresidential property	\$500; plus \$2,000 deposit
	Residential property	\$250
	Reasonable accommodation	\$250; plus \$2,000 deposit
	Sign variation/special signs	\$500
6.23	Violation of Article VI	General penalty for violations; see Section 18-1-1
8.05(3)c	Planned unit development application fees and deposit	
	Application fees	
	Not more than 5 acres	\$1,250
	5 to not more than 10 acres	\$2,500
	10 or more acres	\$3,000
	Deposit	\$10,000
10.08(2)i	Special use application fees for telecommunications	

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
	Single-family residential properties	\$250
	All other properties	\$500, plus a deposit of \$2,000
10.13	Services of independent technical expert	\$2,000
11.09(1)xv	Sign permit	
	Nonilluminated signs (unless temporary)	\$50 plus \$0.60 per square foot of gross surface area of each face thereof
	Canopy and awning signs	\$70, plus \$0.60 per square foot of sign area, horizontally projected
	Illuminated signs	\$70, plus \$1 per square foot of gross surface area of each face thereof
	Temporary signs	
	For each group of banners, pennants, and buntings installed at each premises or tenant's location	\$20
	For temporary signs of 50 square feet or less in area	\$30
	For temporary signs of more than 50 square feet in area	\$60
11.14(1)	Installation of a sign without a permit and/or in conflict with the provisions of Art. 11 of the Zoning Ordinance	\$200 per day of violation
	Zoning Map or text amendment fee	\$500, plus a deposit of \$1,000
Chapter 16, Subdivision Regulations		
16-3-1(A)(1)	Preliminary plat filing	
	Minor subdivision	\$250
	Major subdivision	\$500, plus deposit of \$2,000
16-3-3(B)	Final plat applications	
	Minor subdivision	\$250
	Major subdivision	\$500, plus deposit of \$2,000
16-4-4(B)(2)(b)	Sign for public meeting on subdivision	
16-5-6(A)	Burial of underground utilities	Cost of work
Chapter 17, General Offenses		
17-1-2	Abandonment of Vehicles	\$30
17-1-7	Destruction of property	Not to exceed \$2,500
17-1-11(D)	Retail theft	Not to exceed \$2,500
17-3-19(G)(1)	Truancy	Not to exceed \$2,500
17-3-19(G)(1)	Parental neglect	Not to exceed \$2,500
17-4-17	Violation of Ch. 17, Art. 4, Fair Housing	
	First violation	Not less than \$100 nor more than \$1,000

FEES

Code Section	Subject	Fee/Fine
	Second violation	Not less than \$250 nor more than \$1,000
	Third or subsequent violations	\$1,000
Chapter 18, Penalties and Enforcement		
18-1-1(A)	Violation of section of Code or other ordinance of the Village, each offense	Not more than \$2,500 unless otherwise provided for a specific offense
18-3-17	Administrative costs and interest charges	
	Administrative costs, minimum amount	\$40
	Interest charges, minimum; to be reassessed every 10 days until paid in full	5% of the combined total of the outstanding penalty, fine, and administrative costs

***Additional Permit Fees**

Subject	Fee
Building permit	
Residential	
Base fee	\$50
Plus per \$1,000 of construction valuation	\$10
Minimum fee	\$50
Commercial	
Base fee	\$100
Plus per \$1,000 of construction valuation	\$10
Minimum fee	\$100
Flat fees	
Fence	\$50
Shed	\$50
Gutters/downspouts	\$50
Awnings	\$50
Roofing	\$100
Plan review	
Residential: estimated cost of construction	
\$0 – \$10,000	\$50
\$10,001 – \$25,000	\$70
\$25,000 – \$50,000	\$90
\$50,001 – \$100,000	\$120
\$100,001 – \$250,000	\$150
Over \$250,000	\$150, plus \$0.50 per each \$1,000 in excess of \$250,000
Commercial	

LINCOLNWOOD CODE

Subject	Fee
\$0 – \$10,000	\$70
\$10,001 – \$25,000	\$120
\$25,000 – \$50,000	\$110
\$50,001 – \$100,000	\$140
\$100,001 – \$250,000	\$170
Over \$250,000	\$170, plus \$0.50 per each \$1,000 in excess of \$250,000
Plan review fees; sprinkler systems	
Commercial	
Number of sprinklers	
1 to 20	\$230 (minimum fee)
21 to 100	\$460
101 to 200	\$605
201 to 300	\$690
301 to 500	\$1,005
Over 500	\$1,005 plus \$1.09 for each sprinkler over 500
Residential	
Number of Sprinklers	
1 to 25	\$210
26 to 50	\$245
51 to 100	\$255
Over 100	\$255 plus \$1.16 for each sprinkler over 100
Plan review fees: fire detection and alarm systems	
Number of fire alarm and detection devices	
1 to 25	\$225
26 to 50	\$460
51 to 75	\$725
76 to 100	\$875
101 to 125	\$1,045
Over 125	\$1,045 plus \$5.70 per additional device over 125
Plan review fees: standpipe, fire pump and underground water main systems	
Standpipe systems	\$245
Fire pumps	\$225
Underground water main	\$385
Plan review fees: restaurant wet chemical systems	
Number of nozzles	
1 to 15	\$305
16 to 30	\$415
31 to 50	\$525
Over 50	\$525 plus \$10 for each nozzle over 50

FEES

Subject	Fee
Plan review fees: gas suppression systems or dry chemical systems	
Pounds of suppression agent	
1 to 50	\$290
51 to 100	\$345
101 to 200	\$355
201 to 300	\$370
301 to 400	\$400
401 to 500	\$425
501 to 750	\$490
751 to 1,000	\$605
Over 1,000	\$605 plus \$0.29 for each pound of agent over 1,000
Fire Code plan review	
General precautions, emergency planning, and fire service features with any needed inspections	\$775, plus hourly rate (\$150 per hour) after 6 hours
High hazard, special hazard, or special facilities with any needed inspections	\$975, plus hourly rate (\$150 per hour) after 8 hours
Consulting type of review	
Building, fire, life safety and fire protection consulting	\$150
Demolition permit	
Residential	
Single- and multi-family residence	\$2,000
Interior demolition	\$100
Accessory structure	\$75
Commercial	
First 25,000 cubic feet of volume	\$4,000
Each additional cubic foot of volume	\$10
Interior or partial demolition of structure	\$300
HVAC permits	
Residential	
Warm air furnace/boiler	\$50
Air conditioning, each condenser unit	\$50
Commercial	
Warm air furnace/boiler, per unit	\$75
Ventilating system - mechanical, supply or exhaust ductwork, per unit	\$75
Process piping for heating/refrigeration, per unit	\$75
Air conditioning and refrigeration, for each condenser unit, per unit	\$75
Elevator permits	
Residential	

LINCOLNWOOD CODE

Subject	Fee
Initial installation inspection for each elevator, dumbwaiter, or man lift: first 5 floors	\$100
Semiannual inspection for each elevator, dumbwaiter or man lift	\$75
Each additional inspection or repair arising out of complaints or inspections by the Village	\$75
Commercial	
Initial installation inspection:	
Each elevator, dumbwaiter, moving walk, escalator or man lift first 5 floors	\$200
Each additional floor above 5 floors	\$50
Semiannual inspection for each elevator, dumbwaiter, moving walk, escalator or man lift	\$75
Each additional inspection or repair arising out of complaints or inspections by the Village	\$75
Curb cut permit	
Residential	
Each running foot of curb to be broken	\$5
Inspection	\$50
Commercial	
Each running foot of curb to be broken	\$6
Inspection	\$75
Right-of-way/street opening permit	
Residential	\$100
Commercial	\$150
Driveway/sidewalk permit	
Residential	\$100
Commercial	\$75
Electrical permit	
Residential	
Services	
100 ampere service	\$40
200 ampere service	\$50
400 ampere service	\$55
600 ampere service	\$60
800 ampere service	\$70
1,000 ampere service	\$80
1,200 ampere service	\$110
1,600 ampere service	\$130
2,000 ampere service	\$140
3,000 ampere service	\$190

FEES

Subject	Fee
4,000 ampere service	\$250
15 and 20 ampere branch circuits	
0 – 50 circuits, each	\$10
51 or more circuits, each	\$5
Branch circuits exceeding 20 amperes, each	\$20
Motor or device	
First motor or device	\$20
Each additional motor or device	\$7
Single-family and duplex remodeling revisions and alterations where no new circuits are involved	
Base fee	\$50
Each \$1,000 of estimated cost or fraction thereof	\$10
Additional fees	
Minimum fee	\$50
Electrical inspection fee	\$50
Temporary wiring	\$50
Extra inspection fee	\$50
Carnivals	\$50
Vaults (except utility owned)	\$50
Burglar alarms	\$50
Antenna systems	\$50
Commercial	
Services	
100 ampere service	\$40
200 ampere service	\$50
400 ampere service	\$55
600 ampere service	\$60
800 ampere service	\$70
1,000 ampere service	\$80
1,200 ampere service	\$110
1,600 ampere service	\$120
2,000 ampere service	\$130
3,000 ampere service	\$190
4,000 ampere service	\$250
15 and 20 ampere branch circuits	
0 – 50 circuits, each	\$10
51 or more circuits, each	\$6
Branch circuits exceeding 20 amperes, each	\$20
Motor or device	
First motor or device	\$20
Each additional motor or device	\$10

LINCOLNWOOD CODE

Subject	Fee
Remodeling, revisions and alterations where no new circuits are involved	
Base fee	\$75
Each \$1,000 of estimated cost or fraction thereof	\$10
Additional fees	
Minimum fee	\$75
Electrical inspection fee	\$75
Temporary wiring	\$75
Extra inspection fee	\$70
Carnivals	\$75
Vaults (except utility owned)	\$75
Fire alarm systems	\$250
Burglar alarms	\$100
Antenna systems	\$100
Plumbing permit	
Residential	
Approval of plans and inspection and testing	\$75
Each plumbing fixture	\$10
Lawn sprinkler system	\$50, plus \$1.50 per spray head
RPZ valve	\$50
Fire protection sprinkler system	\$50, plus \$2 per spray head
Flood control system	\$50
Commercial	
Approval of plans and inspection and testing	\$100
Each plumbing fixture	\$20
Lawn sprinkler system	\$75, plus \$2 per spray head
RPZ valve	\$75
Fire protection sprinkler system	\$250, plus \$2 per sprinkler head
Flood control system	\$75
Water use permit	
Residential	
New home	\$100
Multifamily units, per individual unit, apartment, condominium	\$100
Commercial	\$200
Sewer use permit	
Residential	
New home	\$100
Multifamily units, per individual unit, apartment, condominium	\$100
Commercial	\$200
Underground tanks	
New tank installation	

FEES

Subject	Fee
0 – 999 gallons	\$150
1,000 – 15,000 gallons	\$250
Replacement of tanks	
0 – 999 gallons	\$150
1,000 – 15,000 gallons	\$250
Water connection fees	
1-inch to 8-inch tap	\$800
10-inch tap	\$1,200
12-inch tap	\$1,400
14-inch tap	\$1,600
16-inch tap	\$1,800
Sewer connection fees	
Not to exceed 12 inches	\$800
12 inches and up	\$1,000
Site development and management permit	\$400

FEES

A25 Attachment 1

Village of Lincolnwood

Exhibit A

Fee Schedule

[Adopted pursuant to Res. No. R2016-___, effective 5-1-2016]

Code Section	Subject	Fee/Fine
Chapter 1, General Provisions		
1-2-3	Private use of Village Seal	Not to exceed \$2,500
1-3-3	Copies of public records	Pursuant to FOIA rules
1-3-5	Failure to disclose use of records for commercial purposes	Not to exceed \$2,500
1-3-7	Custody of combination and access to vault	Not to exceed \$2,500
1-4-10(B)	Violation of Ethics Article	Not to exceed \$2,500
1-4-12	Violations of Ethics Article	Not to exceed \$2,500
Chapter 4, Departments, Officials and Employees		
4-1-8	Failure to deliver records upon termination of term or employment	Not to exceed \$2,500
4-1-13	Misconduct of officer	Not to exceed \$2,500
4-6-2(C)	Employment application fee for nonexempt position within Police Department	\$25
4-6-9	Records retrieval for expungement and sealing of Police Department records	\$50
Chapter 5, Public Safety		
5-2-3	Alarm user fee	
5-2-3(A)	Initial fee	\$25
5-2-3(A)	Renewal fee	\$25
5-2-3(E)	Late renewal fee	\$30
5-2-5(A)(1)	False alarms	
	1 st through 3 rd false alarm within a calendar year	No charge
	4 th through 6 th false alarm within a calendar year	\$50 per false alarm
	7 th through 9 th false alarm within a calendar year	\$75 per false alarm
	Each false alarm in excess of 9 per calendar year	\$250 per false alarm
5-2-6	Direct alarm connection to Police Department	
5-2-6(C)	Initial connection fee	As determined by current agreement
5-2-6(D)	Monthly maintenance fee	As determined by current agreement

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
5-2-11(C)	Reinstatement of alarm user permit after revocation	\$100
5-2-13	Violation of Ch. 5, Art. 2, Alarm Systems	Not to exceed \$2,500
5-2-14	Fire alarm connection or monitoring fees	
5-2-14(A)	Connection fee	\$150
5-2-14(A)	Monitoring fee	\$80 per month
5-2-14(A)	Disconnection Fee	\$89
5-2-14(B)	Radio replacement fee	\$1,000
5-3-1	Ambulance user fee	
	Nonresident rates	
	Basic life support ambulance transport fee	\$850 <u>1,000</u>
	Advanced Life Support I ambulance transport fee	\$1,000 <u>1,500</u>
	Advance Life Support II ambulance transport fee	\$1,250 <u>1,400</u>
	Mileage transport fee, per mile	\$4 <u>7</u> <u>20</u>
	Resident rates	
	Basic life support ambulance transport fee	\$500 <u>650</u>
	Advanced Life Support I ambulance transport fee	\$700 <u>850</u>
	Advance Life Support II ambulance transport fee	\$950 <u>1,050</u>
	Mileage transport fee, per mile	\$4 <u>5</u> <u>17</u>
5-5-7(A) and (B)	Release or threatened release of a hazardous material	Abatement costs incurred and a fine not to exceed \$2,500
5-5-7(B)	Release or threatened release of a hazardous material due to misconduct or negligence; evasion of responsibility for release or threatened release	Abatement costs incurred and a fine not to exceed \$2,500
5-5-7(C)	Removal or remedial action	Abatement costs incurred and a fine not to exceed \$2,500
5-6-7	Violation of Ch. 5, Art. 6, States of Emergencies	Not less than \$100 nor more than \$500 for each offense
5-7-6	Fireworks	
	Permit	\$50
	Indemnity bond	\$100,000
Chapter 6, Public Parks, Ways and Properties		
6-1-1	Sidewalk construction:	
	Permit fee	\$100
	Deposit requirements	\$1,000
6-1-8(B)(1)(F)	Public way outdoor seating license	\$100
6-2-4	Construction in Village rights-of-way	

FEES

Code Section	Subject	Fee/Fine
6-2-4(F)	Application fee	\$500 1,000
6-2-4(G)	Reinspection fee	\$75 per hour or specialist or consultant customary rates
6-2-23	Failure to comply with Ch. 6, Art. 2, Construction of Utility Facilities in Village Rights-of-Way	\$2,500
6-4-4	Failure to comply with Ch. 6, Art. 4, Newspaper Dispensing Devices	Not to exceed \$2,500
6-5-8(B)	Parkway tree permits	\$170
6-5-12	Failure to obtain tree trimming permit in parkway	
6-5-12(C)	Removal of tree	A fine not less than \$1,000, nor more than \$2,000; and the imposition of a tree replacement fee in an amount of not less than \$150 per diameter inch of tree removed
6-5-12(D)	Removal of limbs	If less than 50% of the crown is removed, the fine is \$500. If 50% or more of the crown is removed, then the fine is not less than \$1,000, nor more than \$2,000; and the imposition of a tree replacement fee in an amount of not less than \$150 per diameter inch of tree removed.
6-5-21(A)	Designation of parkway parking area	\$10
6-5-22(C)	Parkway tree replacement fee	Sum equal to the current cost for the total number of trees required minus the number of trees installed or located in the parkway parking area
6-5-23	Designated parkway parking permit	
6-5-23(A)	Application fee	\$0
6-5-23(C)	Processing deposit and costs	As calculated by the Village
6-7-3(A)(5)	Donation collection bins application fee	\$100
Chapter 7, Traffic Code		
7-2-14(D)	Temporary no parking regulations	
	Each violation	Not less than \$50 and not more than \$100
	When vehicle is removed and relocated	Not less than \$60 and not more than \$150
7-2-22	Disabled person's parking zone	
	On residential streets	

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
7-2-22(B)(2)	Designation application	\$50
7-2-22(B)(4)	Annual renewal	\$10
	Spaces for not-for-profit organizations	
7-2-22(C)(3)	Designation application	
	Filed before July 1	\$50 per space
	Filed after July 1	\$40 per space
7-2-22(C)(6)	Annual renewal	\$30 per space
7-2-27(E)	Resident-only parking permit	\$10 per vehicle
7-2-31(A)	Violation of Article 2, Through Streets, Stop Streets, One-Way Streets, Load Limits, Prohibited and Restricted Parking	
	General parking penalty; settlement amounts; maximum fines	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Schedule of specific parking penalties; settlement amounts; maximum fines	
	Parking within an intersection	
	Settlement within 10 days	\$25 30
	Settlement after 10 days	\$50
	Parking on a crosswalk	
	Settlement within 10 days	\$25 30
	Settlement after 10 days	\$50
	Obstructing traffic alongside or opposite any street excavation or obstruction (when vehicle relocated)	
	Settlement within 10 days	\$60
	Settlement after 10 days	\$100
	Parking where signs prohibit: fire lanes	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	Parking in public area without current annual registration sticker or temporary registration permit	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Parking in front of public or private driveway	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Parking a vehicle within 15 feet of a fire hydrant	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200

FEES

Code Section	Subject	Fee/Fine
	All other stopping, standing or parking prohibited in specified places	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Additional parking regulations	
	Settlement within 10 days	\$20 30
	Settlement after 10 days	\$50
	Unattended motor vehicles	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Bicycles	
	Settlement within 10 days	\$10 30
	Settlement after 10 days	\$20 50
	Prohibited parking on certain streets	
	Settlement within 10 days	\$20 30
	Settlement after 10 days	\$50
	Prohibited parking on snow emergency routes (when vehicle relocated)	
	Settlement within 10 days	\$60
	Settlement after 10 days	\$100
	Restricted parking on certain streets	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
	Restricted parking in municipal lot (Touhy and Keating)	
	1. Commercial vehicles	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	2. Parking between 9:00 p.m. and 6:00 a.m.	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	3. Parking more than 2 consecutive hours	
	Settlement within 10 days	\$20 30
	Settlement after 10 days	\$50
	Parking of recreational vehicles, recreational vehicle trailers, and mobile homes prohibited	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	Parking for handicapped/disabled persons	
	Settlement within 10 days	\$250
	Settlement after 10 days	\$350

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
	Parking commercial vehicles on public streets	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	Resident only parking	
	Settlement within 10 days	\$25 30
	Settlement after 10 days	\$50
	Permit only parking	
	Settlement within 10 days	\$25 30
	Settlement after 10 days	\$50
	Permit only parking - removal of permit	
	Settlement within 10 days	\$50
	Settlement after 10 days	\$100
	Inoperable vehicles	
	Settlement within 10 days	\$100
	Settlement after 10 days	\$200
	All other violations of this article	
	Settlement within 10 days	\$30
	Settlement after 10 days	\$50
7-3-17	Violation of Ch. 7, Art. 3, Bicycles and Motor-Driven Scooters	
	First offense	Not to exceed \$2,500
	Subsequent offenses	Not to exceed \$2,500
7-4-11	Violation of Ch. 7, Art. 4, Automated Traffic Law Violations	
	Violation	Civil penalty of \$100
	Failure to pay original fine or to request administrative hearing	Additional fine of not more than \$100
Chapter 8, Taxation and Finance		
8-7-5(A)	Vehicle license	
	Any two-wheeled or three-wheeled motor vehicle subject to licensing by the state	\$30
	All passenger vehicles	\$40
	Vehicles with a gross vehicle weight (GVW) of 8,000 pounds or less, classified as A and B vehicles by the Secretary of State	\$50
	Vehicles with a gross vehicle weight (GVW) of between 8,001 and 14,000 pounds, classified as C, D and E vehicles by the Secretary of State	\$70
	Vehicles with a gross vehicle weight (GVW) of 14,001 pounds and upwards	\$100

FEES

Code Section	Subject	Fee/Fine
	School buses	\$40
	Buses classified as C vehicles by the Secretary of State	\$70
	Buses classified as F or G vehicles by the Secretary of State	\$100
	Automobiles used to pick up children not otherwise picked up by a school bus	\$40
	Rates for buses not otherwise provided herein shall be according to commercial vehicle weight.	
8-7-6(B)	Late application for vehicle license	\$10 per month
8-7-8	Transfer of vehicle license	\$2
8-7-9	Retention of license and transfer to new vehicle	\$2
8-7-13	Issuance of duplicate license	\$2
8-7-15	Late filing charge	\$10 per month
8-7-17	Violation of vehicle licensing requirements	\$50
8-12-1	Returned check service charge	\$25 per occurrence
8-12-2	Fingerprinting by Police Department	
	Resident	\$10
	Nonresident	\$30
8-15-2	911 system surcharge	\$1 per month per in-service network connection
8-16-2	Application for economic development incentive	\$3,000
8-16-5	Village's costs and expenses for review of economic development incentive request	115% of Village's actual costs
8-18-6	Late payment of municipal motor fuel tax	Penalty of 1% of unpaid tax, plus late filing penalty of 5% of unpaid tax, plus late payment charge of 5% of unpaid tax
8-18-7	Failure to pay municipal motor fuel tax	
	First offense	Not to exceed \$2,500
	Second and subsequent offenses in any 180-day period	Not to exceed \$2,500
8-20-8	Failure to pay hotel and motel tax	
	First offense	Not to exceed \$2,500
	Second and subsequent offenses in any 180-day period	Not to exceed \$2,500
8-21-6	Late payment of food and beverage tax	Not to exceed \$2,500
8-21-10	Violation of Article 21, Food and Beverage Tax	
	First offense	Not to exceed \$2,500
	Second and subsequent offenses in any 180-day period	Not to exceed \$2,500

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
Chapter 9, Business Licenses and Commercial Regulations		
9-1-5(A)(16)	Business license	
	Food Establishments: Facilities of:	
	0 - 1,000 square feet	\$100
	1,001 - 2,500 square feet	\$150
	2,501 - 5,000 square feet	\$200
	5,001 - 10,000 square feet	\$250
	10,001 - 20,000 square feet	\$350
	20,001 square feet and over	\$400
	Manufacturing: facilities of:	
	0 - 5,000 square feet	\$50
	5,001 - 10,000 square feet	\$75
	10,001 - 20,000 square feet	\$100
	20,001 - 30,000 square feet	\$125
	30,001 - 50,000 square feet	\$150
	50,001 square feet and over	\$175
	Retail: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 - 20,000 square feet	\$150
	20,001 - 30,000 square feet	\$175
	30,001 square feet and over	\$200
	Service establishments: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 square feet and over	\$150
	State licensed professionals: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 square feet and over	\$150
	Wholesale and/or warehouses: facilities of:	
	0 - 1,000 square feet	\$50
	1,001 - 2,500 square feet	\$75
	2,501 - 5,000 square feet	\$100
	5,001 - 10,000 square feet	\$125
	10,001 - 20,000 square feet	\$150

FEES

Code Section	Subject	Fee/Fine
	20,001 - 30,000 square feet	\$175
	30,001 square feet and over	\$200
	Specific licenses:	
	Amusements:	
	Athletic stadium (based on square footage of facility):	
	Indoor	\$25 – \$1,500
	Outdoor	\$375
	Auditorium (based on seating capacity)	\$200 – \$1,500
	Golf course	\$600
	Movie theater (based on square footage of facility)	\$200 – \$1,500
	Racquet and/or tennis club (based on square footage of facility)	\$25 – \$100
	Roller and/or ice skating rink (based on square footage of facility)	\$25 – \$1,500
	Amusement machines, each machine	\$75
	Amusement machines/jukebox, each machine	\$25
	Auctioneer:	
	Per day	\$10
	Per year	\$100
	Building contractor	\$100
	Cigarette and tobacco dealer	\$150
	Electrical contractor	\$100
	Firearms dealer	\$100
	Fuel oil/solid fuel dealer	\$100
	Gasoline station, each pump	\$10
	Going out of business sale	\$25
	Hotel/motel	\$500
	Itinerant merchant	\$50
	Junk dealer	\$500
	Massage parlor	\$200
	Massage therapists	\$50
	Scavenger	\$250
	Secondhand dealer	\$250
	Taxi and limousine:	
	Business	\$50
	Driver	\$7
	Each vehicle	\$50
	Vending machine	
	Candy, gumballs, etc.	\$50
	Food and beverage	\$50

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
9-1-13	Replacement of lost business license	
9-1-14	Automobile liability insurance	
	Property damage	\$5,000
	Injuries to or death of any one person	\$50,000
	Injuries to or death of more than one person, in any one accident	\$100,000
9-1-15(A)	Violation of Ch. 9, Business Licenses and Commercial Regulations	Not less than \$100 and not more than \$1,000, plus any additional penalties as set forth in the applicable regulations specifically applicable to Arts. 2 through 11
9-1-15(B)	Third and subsequent convictions within any 12-month period	Not less than \$100 and not more than \$1,000 and imprisonment for a period not exceeding 6 months
9-2-1(C)	Golf driving range general liability insurance	
	Personal injury or damage to property, one occurrence	\$50,000
	Injury to one person or any one person's property	\$10,000
9-3-2	Daily auction license	\$10
9-3-6	Fictitious bidding at auction	
	First offense	Not to exceed \$2,500
	Second or subsequent offense	Not to exceed \$2,500
9-5-11	Reinspection of food establishment, per reinspection	\$160
9-8-3(B)	Photograph and fingerprints of applicant for massage establishment or massage therapist, each set	\$25
9-12-5	Renewal of solicitation permit	Fee required for permit
9-12-7	Commercial solicitation	
9-12-7(A)	Original permit	
	60-consecutive-day permit	\$250
	Daily permit, per day	\$25
	Additional permit cards	\$10
9-12-7(C)	Replacement permit card	\$5
9-12-7(B)	Noncommercial solicitation	
	Original permit	No fee
	Additional permit cards	\$5
9-12-7(C)	Replacement permit card	\$5
9-13-2(B)	Garage sale permit	\$3
9-13-5	Violation of Ch. 9, Art. 13, Garage, Rummage and Similar Sales, each offense	Not to exceed \$2,500
9-14-3	Raffle license	\$50

FEES

Code Section	Subject	Fee/Fine
9-14-10	Violation of Ch. 9, Art. 14, Licensing Organizations to Operate Raffles	Not to exceed \$2,500
9-15-2-3	Firearms license	
9-15-2-3(A)	Annual permit	\$100
9-15-2-3(B)	Permit for a gun show or event	\$100
9-15-2-7(B)	Violation of Ch. 9, Art. 15, Firearms Dealers; Assault Weapons	Not to exceed \$2,500
	Sale of firearms without a license or at a gun show or event without a permit or at a prohibited location	Not to exceed \$2,500
9-15-3-1(C)	Fine for sale or transfer of assault weapons	Not to exceed \$2,500
Chapter 10, Liquor and Tobacco		
10-2-7	Local liquor license	
10-2-7(A)	Class A	\$1,750
10-2-7(B)	Class B	\$1,500
10-2-7(C)	Class C	\$1,500
10-2-7(D)	Class D	\$1,000
10-2-7(E)	Class D-1	\$1,750
10-2-7(F)	Class E	\$1,500
10-2-7(G)	Class S-E	No fee
10-2-7(H)	Class F	\$2,000
10-2-13	Duplicate local liquor license	\$100
10-2-36	Service of alcohol at Lincolnwood Community Center	
10-2-36(B)(2)	Administrative fee due with application	\$25
10-2-36(B)(3)	Special event and general liability insurance for rental of Lincolnwood Community Center	\$2,000,000
10-2-38(A)	Violation of Ch. 10, Art. 2, Alcoholic Liquor Dealers	Not to exceed \$2,500
10-3-17	Violation of Ch. 10, Art. 3, Comprehensive Regulation of Tobacco Products	
10-3-17(A)	First violation	Not to exceed \$2,500
10-3-17(B)	Second violation	Not to exceed \$2,500
10-3-17(C)	Third and subsequent violations	Not to exceed \$2,500
10-3-18	Violation of regulations relating to purchase and possession of tobacco by a minor	
10-3-18(A)	First violation	Not to exceed \$2,500
10-3-18(B)	Second violation	Not to exceed \$2,500
10-3-18(C)	Third and subsequent violations	Not to exceed \$2,500
Chapter 11, Health Regulations		

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
11-1-4(D)	Rates and charges for disposal of system waste through the municipal waste system	As established by the Village
11-1-10	Violations of Ch. 11, Art. 1, Garbage and Refuse:	
11-1-10(A)	Except as provided in Section 11-1-10(B) and (C), each offense	Not to exceed \$2,500
11-1-10(B)	Section 11-1-2(E), each offense (hazardous wastes)	Not to exceed \$2,500
11-1-10(C)	Section 11-1-3(D) (placement for pickup) or 11-1-5(C), each offense (collection hours)	\$25
11-2-4	Violation of Ch. 11, Art. 2, Weeds, each offense	Not to exceed \$2,500
11-3-4	Dog license	
	Male and female dogs	\$8
	Spayed and neutered dogs	\$4
	Replacement dog license tag	\$1
11-3-9	Redemption of impounded animals	
11-3-9(A)	Licensed dogs	\$25 per day, plus boarding and veterinary care costs
11-3-9(B)	Unlicensed dogs	\$25 per day, plus boarding and veterinary care costs, plus double the annual license and registration fees
11-3-9(B)	Cats	\$25 per day, plus boarding and veterinary care costs
11-3-12(G)	Liability insurance for vicious dog	\$50,000
11-3-21	Penalties:	
11-3-21(A)	Violation of Ch. 11, Art. 3, Regulation of Dogs, Cats and Animals	Not to exceed \$2,500
11-3-21(B)	Dog licensing violation	Not to exceed \$2,500
11-3-21(C)	Ground feeding	Not to exceed \$2,500
Chapter 12, Water and Sewers		
12-2-6	Water or sewer connection general liability and property damage insurance	\$1,000,000 per occurrence
12-3-1	Turning on of water by anyone other than authorized agent or employee of the Village	Not to exceed \$2,500
12-3-3	Water meter	
	Brass meter with RTR and hexagram:	
	M25 5/8 inch x 3/4 inch	\$231.37
	M70 1 inch	\$250.07
	M55 1 inch	\$309.73
	M120 1 1/2 inch	\$510.82
	M170 2 inch	\$655.75

FEES

Code Section	Subject	Fee/Fine
	C1 connection set:	
	3 inch	\$84.64
	4 inch	\$105.32
	C1 elliptical connection set:	
	1 1/2 inch	\$42.86
	2 inch	\$52.86
	6 inch	\$159.44
	Composite 12 inch meter pit lid	\$100
	Compound meter with two RTRs and hexagram:	
	2 inch	\$1,724.93
	3 inch	\$2,004.38
	4 inch	\$3,122.19
	6 inch	\$4,349.59
	Connection set:	
	3/4 inch	\$16.41
	1 inch	\$25.28
	Hex connection set:	
	1 1/2 inch	\$110.78
	Hexagram transmitter:	
	Single output (only)	\$138.36
	Dual output (only)	\$165.75
	RTR register only:	
	M25-M70	\$64
	M120-M170	\$71.38
	Service charge	\$50
	Square composite manhole lid	\$300
12-3-8	Damaging or tampering with Village water system	Not to exceed \$2,500
12-3-13(G)	Basic water user charge	\$8.2869 per 1,000 gallons of metered water consumption
12-3-13(H)	Debt service charges	\$0.38 per 1,000 gallons
12-3-13(H)	Installation of new water meter	
	Each commercial user	\$108
	Each residential user	\$18
12-3-13(I)	Capital improvement charge, each user	\$3.15 per month
12-3-13(J)	Water use charge (in excess of 1,000 gallons per month)	\$5.12 per 1,000 gallons
12-3-15(B)(5)	Preparation of certificate of payment	\$20
12-3-18	Reinstatement of water service	
	Certified letter	Current USPS cost to send a letter certified mail
	During normal working hours	\$100
	Additional fee for work during other than normal working hours	\$50, plus cost of calling out personnel after hours

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
12-3-19	Rate for temporary shutoff	Regular service charge per month
12-3-25(B)	Watering permit	No fee
12-3-32	Sewer user fee	\$1 for every 1,000 gallons of metered water consumption
12-3-32(C)	Failure to pay fees	10% of original fee
12-6-6-8	Excessive release rate fee	\$8 per cubic foot of required stormwater detention not provided, not to exceed 5% of construction cost of development as determined by the Village Engineer
12-6-9(B)	Fee in lieu of stormwater detention	\$8 per cubic foot of required stormwater detention not provided, not to exceed 5% of construction cost of development as determined by the Village Engineer
12-7-13	Ch. 12, Art. 7, Flood Hazard Protection	
	First or second violation within past 12 months	Not greater than \$1,000
	Third or subsequent violation within past 12 months	Up to \$5,000
Chapter 13, Telecommunications and Utilities Regulations		
13-1-1-8	Violation of Ch. 13, Telecommunications and Utilities Regulations	Not to exceed \$2,500
13-1-2-2	Application for registration as a telecommunications carrier or provider	\$25
13-1-5-2(A)	Application for a license or franchise	\$1,500 or 1% of estimated cost of proposed facilities, whichever is greater
13-1-5-2(C)	Refund of deposit after withdrawal, abandonment or denial of a license or franchise application	Balance of deposit provided less \$500 and all ascertainable costs and expenses incurred by Village in connection with application
13-1-5-6	Construction permit fee	\$1,500 or 1.5% of estimated cost of constructing the facilities, whichever is greater
13-1-5-7	Annual license or franchise fee	
	Aerial cable or cable in duct or conduit	\$0.50 per linear foot
	Direct burial cable	\$1 per linear foot

FEES

Code Section	Subject	Fee/Fine
13-2-3(F)(7)	Nonrefundable franchise application fee	To be determined by the corporate authorities by resolution
13-2-11(A)	Franchise fee	An amount equal to 5% per year of the grantee's annual gross revenue as permitted by law
13-2-24(B)	Violation of Ch. 13, Art. 2, Cable Communications	Not to exceed \$2,500
13-3-5	Violation of Ch. 13, Art. 3, Local Emergency Energy Plan	Not less than \$2,500 and not more than \$10,000
13-4-3	Material breach	
	Each day	Not to exceed \$750
	Each occurrence per customer	Not to exceed \$25,000
13-5-2(B)	Cable/video service provider	5% of holder's gross revenues
13-5-3(B)	PEG access support fee	1% of holder's gross revenues, or if greater, the percentage of gross revenues that incumbent cable operators pay
Chapter 14, Building Regulations*		
14-2-3	Permit fee renewal (Section 105.8)	
	First renewal or reissuance for a period not to exceed 180 days	No fee
	Subsequent renewal or reissuance for a period not to exceed 180 days	25% of the original cost of the original permit
14-3-3	Permit fee renewal (Section R105.5)	
	First renewal or reissuance for a period not to exceed 180 days	No fee
	Subsequent renewal or reissuance for a period not to exceed 180 days	25% of the original cost of the original permit
14-8-3	Fees for mechanical work (Section 106.5.2)	Not greater than \$1,000 except where the conviction for which a penalty is being imposed is the person's third or subsequent violation in the past 12 months of the regulations set forth in this chapter, in which case, the court or Administrative Hearing Officer may impose a fine of up to \$5,000. Each day that a violation is permitted to exist shall constitute a separate offense.

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
14-10-3	Fees for fuel gas work (Section 106.5.2)	Not greater than \$1,000 except where the conviction for which a penalty is being imposed is the person's third or subsequent violation in the past 12 months of the regulations set forth in this chapter, in which case, the court or Administrative Hearing Officer may impose a fine of up to \$5,000. Each day that a violation is permitted to exist shall constitute a separate offense.
14-13-4	Reinspection fees	
	First reinspection	No fee
	Second and subsequent reinspections	
	Residential construction	\$50
	Commercial construction	\$75
14-13-6	Work performed prior to issuance of permit	Twice the permit fees set forth above
14-13-7	Building permit technology fee	10% of fee otherwise due
14-14-5(A)	Site management cash deposit	
	Curb cut deposit	
	Residential	\$1,000
	Commercial	\$1,000
	Right-of-way excavation and street opening	
	Residential	\$500
	Commercial	\$1,000
	Driveways/sidewalks	
	Residential	\$1,000
	Commercial	\$1,000
	Stormwater	\$3,000
14-14-8	Resumption of work subject to a stop-work order	
	Single-family residential properties	\$250
	Multifamily residential properties	\$500
	Commercial, industrial and manufacturing properties	\$500
	Demolition stop-work order	\$500
14-14-9	Sign containing rules and regulations for demolition and construction work area	\$75
14-14-10	Site management standards	
14-14-10(G)	Special street cleaning, per occurrence	\$300
14-14-10(J)	Failure to submit as-built foundation plan	Issuance of stop-work order

FEES

Code Section	Subject	Fee/Fine
14-15-7	Insurance required for contractors	\$1,000,000 per occurrence
14-16-3(B)	Tree removal permit	
	Tree in good condition	\$65, plus \$150 per each inch of diameter breast height
	Dead, nuisance, hazardous or deferred species tree	No fee
14-16-9(E)	Tree replacement fee	\$150 per diameter inch of tree removed
14-16-10(B)	Conservation area tree removal permit, per year	\$250
14-16-13(F)	Fine for removal of tree	A fine not to exceed \$2,500 and the imposition of a tree replacement fee in an amount of not less than \$150 per diameter inch of tree removed
14-17-1(A)	Violation of Ch. 14, Building Regulations	Not to exceed \$2,500
	Third or subsequent violation within 12 months	Not to exceed \$2,500
Chapter 15, Zoning		
3.13(26)b	Fence violation reinspection fee	\$50
5.02(1)	Development review team deposit	\$1,000
	Zoning certificate fee	
	Residential uses	\$25
	All other uses	\$50
	Minor variation application fee	\$125
	Major variation application fee	
	Single-family residential properties	\$250
	All other properties	\$500
	Special use	
	Nonresidential property	\$500; plus \$2,000 deposit
	Residential property	\$250
	Reasonable accommodation	\$250; plus \$2,000 deposit
	Sign variation/special signs	\$500
6.23	Violation of Article VI	General penalty for violations; see Section 18-1-1
8.05(3)c	Planned unit development application fees and deposit	
	Application fees	
	Not more than 5 acres	\$1,250
	5 to not more than 10 acres	\$2,500
	10 or more acres	\$3,000
	Deposit	\$10,000
10.08(2)i	Special use application fees for telecommunications	

LINCOLNWOOD CODE

Code Section	Subject	Fee/Fine
	Single-family residential properties	\$250
	All other properties	\$500, plus a deposit of \$2,000
10.13	Services of independent technical expert	\$2,000
11.09(1)xv	Sign permit	
	Nonilluminated signs (unless temporary)	\$50 plus \$0.60 per square foot of gross surface area of each face thereof
	Canopy and awning signs	\$70, plus \$0.60 per square foot of sign area, horizontally projected
	Illuminated signs	\$70, plus \$1 per square foot of gross surface area of each face thereof
	Temporary signs	
	For each group of banners, pennants, and buntings installed at each premises or tenant's location	\$20
	For temporary signs of 50 square feet or less in area	\$30
	For temporary signs of more than 50 square feet in area	\$60
11.14(1)	Installation of a sign without a permit and/or in conflict with the provisions of Art. 11 of the Zoning Ordinance	\$200 per day of violation
	Zoning Map or text amendment fee	\$500, plus a deposit of \$1,000
Chapter 16, Subdivision Regulations		
16-3-1(A)(1)	Preliminary plat filing	
	Minor subdivision	\$250
	Major subdivision	\$500, plus deposit of \$2,000
16-3-3(B)	Final plat applications	
	Minor subdivision	\$250
	Major subdivision	\$500, plus deposit of \$2,000
16-4-4(B)(2)(b)	Sign for public meeting on subdivision	
16-5-6(A)	Burial of underground utilities	Cost of work
Chapter 17, General Offenses		
17-1-2	Abandonment of Vehicles	\$30
17-1-7	Destruction of property	Not to exceed \$2,500
17-1-11(D)	Retail theft	Not to exceed \$2,500
17-3-19(G)(1)	Truancy	Not to exceed \$2,500
17-3-19(G)(1)	Parental neglect	Not to exceed \$2,500
17-4-17	Violation of Ch. 17, Art. 4, Fair Housing	
	First violation	Not less than \$100 nor more than \$1,000

FEES

Code Section	Subject	Fee/Fine
	Second violation	Not less than \$250 nor more than \$1,000
	Third or subsequent violations	\$1,000
Chapter 18, Penalties and Enforcement		
18-1-1(A)	Violation of section of Code or other ordinance of the Village, each offense	Not more than \$2,500 unless otherwise provided for a specific offense
18-3-17	Administrative costs and interest charges	
	Administrative costs, minimum amount	\$40
	Interest charges, minimum; to be reassessed every 10 days until paid in full	5% of the combined total of the outstanding penalty, fine, and administrative costs

***Additional Permit Fees**

Subject	Fee
Building permit	
Residential	
Base fee	\$50
Plus per \$1,000 of construction valuation	\$10
Minimum fee	\$50
Commercial	
Base fee	\$100
Plus per \$1,000 of construction valuation	\$10
Minimum fee	\$100
Flat fees	
Fence	\$50
Shed	\$50
Gutters/downspouts	\$50
Awnings	\$50
Roofing	\$100
Plan review	
Residential: estimated cost of construction	
\$0 – \$10,000	\$50
\$10,001 – \$25,000	\$70
\$25,000 – \$50,000	\$90
\$50,001 – \$100,000	\$120
\$100,001 – \$250,000	\$150
Over \$250,000	\$150, plus \$0.50 per each \$1,000 in excess of \$250,000
Commercial	

LINCOLNWOOD CODE

Subject	Fee
\$0 – \$10,000	\$70
\$10,001 – \$25,000	\$120
\$25,000 – \$50,000	\$110
\$50,001 – \$100,000	\$140
\$100,001 – \$250,000	\$170
Over \$250,000	\$170, plus \$0.50 per each \$1,000 in excess of \$250,000
Plan review fees; sprinkler systems	
Commercial	
Number of sprinklers	
1 to 20	\$230 (minimum fee)
21 to 100	\$460
101 to 200	\$605
201 to 300	\$690
301 to 500	\$1,005
Over 500	\$1,005 plus \$1.09 for each sprinkler over 500
Residential	
Number of Sprinklers	
1 to 25	\$210
26 to 50	\$245
51 to 100	\$255
Over 100	\$255 plus \$1.16 for each sprinkler over 100
Plan review fees: fire detection and alarm systems	
Number of fire alarm and detection devices	
1 to 25	\$225
26 to 50	\$460
51 to 75	\$725
76 to 100	\$875
101 to 125	\$1,045
Over 125	\$1,045 plus \$5.70 per additional device over 125
Plan review fees: standpipe, fire pump and underground water main systems	
Standpipe systems	\$245
Fire pumps	\$225
Underground water main	\$385
Plan review fees: restaurant wet chemical systems	
Number of nozzles	
1 to 15	\$305
16 to 30	\$415
31 to 50	\$525
Over 50	\$525 plus \$10 for each nozzle over 50

FEES

Subject	Fee
Plan review fees: gas suppression systems or dry chemical systems	
Pounds of suppression agent	
1 to 50	\$290
51 to 100	\$345
101 to 200	\$355
201 to 300	\$370
301 to 400	\$400
401 to 500	\$425
501 to 750	\$490
751 to 1,000	\$605
Over 1,000	\$605 plus \$0.29 for each pound of agent over 1,000
Fire Code plan review	
General precautions, emergency planning, and fire service features with any needed inspections	\$775, plus hourly rate (\$150 per hour) after 6 hours
High hazard, special hazard, or special facilities with any needed inspections	\$975, plus hourly rate (\$150 per hour) after 8 hours
Consulting type of review	
Building, fire, life safety and fire protection consulting	\$150
Demolition permit	
Residential	
Single- and multi-family residence	\$2,000
Interior demolition	\$100
Accessory structure	\$75
Commercial	
First 25,000 cubic feet of volume	\$4,000
Each additional cubic foot of volume	\$10
Interior or partial demolition of structure	\$300
HVAC permits	
Residential	
Warm air furnace/boiler	\$50
Air conditioning, each condenser unit	\$50
Commercial	
Warm air furnace/boiler, per unit	\$75
Ventilating system - mechanical, supply or exhaust ductwork, per unit	\$75
Process piping for heating/refrigeration, per unit	\$75
Air conditioning and refrigeration, for each condenser unit, per unit	\$75
Elevator permits	
Residential	

LINCOLNWOOD CODE

Subject	Fee
Initial installation inspection for each elevator, dumbwaiter, or man lift: first 5 floors	\$100
Semiannual inspection for each elevator, dumbwaiter or man lift	\$75
Each additional inspection or repair arising out of complaints or inspections by the Village	\$75
Commercial	
Initial installation inspection:	
Each elevator, dumbwaiter, moving walk, escalator or man lift first 5 floors	\$200
Each additional floor above 5 floors	\$50
Semiannual inspection for each elevator, dumbwaiter, moving walk, escalator or man lift	\$75
Each additional inspection or repair arising out of complaints or inspections by the Village	\$75
Curb cut permit	
Residential	
Each running foot of curb to be broken	\$5
Inspection	\$50
Commercial	
Each running foot of curb to be broken	\$6
Inspection	\$75
Right-of-way/street opening permit	
Residential	\$100
Commercial	\$150
Driveway/sidewalk permit	
Residential	\$100
Commercial	\$75
Electrical permit	
Residential	
Services	
100 ampere service	\$40
200 ampere service	\$50
400 ampere service	\$55
600 ampere service	\$60
800 ampere service	\$70
1,000 ampere service	\$80
1,200 ampere service	\$110
1,600 ampere service	\$130
2,000 ampere service	\$140
3,000 ampere service	\$190

FEES

Subject	Fee
4,000 ampere service	\$250
15 and 20 ampere branch circuits	
0 – 50 circuits, each	\$10
51 or more circuits, each	\$5
Branch circuits exceeding 20 amperes, each	\$20
Motor or device	
First motor or device	\$20
Each additional motor or device	\$7
Single-family and duplex remodeling revisions and alterations where no new circuits are involved	
Base fee	\$50
Each \$1,000 of estimated cost or fraction thereof	\$10
Additional fees	
Minimum fee	\$50
Electrical inspection fee	\$50
Temporary wiring	\$50
Extra inspection fee	\$50
Carnivals	\$50
Vaults (except utility owned)	\$50
Burglar alarms	\$50
Antenna systems	\$50
Commercial	
Services	
100 ampere service	\$40
200 ampere service	\$50
400 ampere service	\$55
600 ampere service	\$60
800 ampere service	\$70
1,000 ampere service	\$80
1,200 ampere service	\$110
1,600 ampere service	\$120
2,000 ampere service	\$130
3,000 ampere service	\$190
4,000 ampere service	\$250
15 and 20 ampere branch circuits	
0 – 50 circuits, each	\$10
51 or more circuits, each	\$6
Branch circuits exceeding 20 amperes, each	\$20
Motor or device	
First motor or device	\$20
Each additional motor or device	\$10

LINCOLNWOOD CODE

Subject	Fee
Remodeling, revisions and alterations where no new circuits are involved	
Base fee	\$75
Each \$1,000 of estimated cost or fraction thereof	\$10
Additional fees	
Minimum fee	\$75
Electrical inspection fee	\$75
Temporary wiring	\$75
Extra inspection fee	\$70
Carnivals	\$75
Vaults (except utility owned)	\$75
Fire alarm systems	\$250
Burglar alarms	\$100
Antenna systems	\$100
Plumbing permit	
Residential	
Approval of plans and inspection and testing	\$75
Each plumbing fixture	\$10
Lawn sprinkler system	\$50, plus \$1.50 per spray head
RPZ valve	\$50
Fire protection sprinkler system	\$50, plus \$2 per spray head
Flood control system	\$50
Commercial	
Approval of plans and inspection and testing	\$100
Each plumbing fixture	\$20
Lawn sprinkler system	\$75, plus \$2 per spray head
RPZ valve	\$75
Fire protection sprinkler system	\$250, plus \$2 per sprinkler head
Flood control system	\$75
Water use permit	
Residential	
New home	\$100
Multifamily units, per individual unit, apartment, condominium	\$100
Commercial	\$200
Sewer use permit	
Residential	
New home	\$100
Multifamily units, per individual unit, apartment, condominium	\$100
Commercial	\$200
Underground tanks	
New tank installation	

FEES

Subject	Fee
0 – 999 gallons	\$150
1,000 – 15,000 gallons	\$250
Replacement of tanks	
0 – 999 gallons	\$150
1,000 – 15,000 gallons	\$250
Water connection fees	
1-inch to 8-inch tap	\$800
10-inch tap	\$1,200
12-inch tap	\$1,400
14-inch tap	\$1,600
16-inch tap	\$1,800
Sewer connection fees	
Not to exceed 12 inches	\$800
12 inches and up	\$1,000
Site development and management permit	\$400

Request For Board Action

REFERRED TO BOARD: April 19, 2016

AGENDA ITEM NO: 10

ORIGINATING DEPARTMENT: Finance

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

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Due for consideration by the Village Board is the recommendation to adopt the Village Manager Proposed Operating Budget for the Fiscal Year (FY) 2016-2017. The Village Board convened a Committee of the Whole Budget Workshop on February 18, 2016 and a Public Meeting on April 5, 2016 to plan and discuss the proposed FY 2016-2017 Operating Budget. The Village Board Finance Committee also met on March 2 to review and discuss the proposed FY 2016-2017 Operating Budget. The proposed operating budget has also been on public display at Village Hall and on the Village website.

The total proposed FY 2016-2017 Budget of \$34,459,588 is approximately 12.5% less than the adopted FY 2015-2016 budget totaling \$39,390,828. The decrease of \$4,931,240 in expenditures is due mainly to the budgeted purchase of the Union Pacific railroad property that occurred in the last fiscal year. The General Fund proposes a decrease of 2% in expenditures from the prior year as discussed below.

The proposed FY 2016-2017 General Fund Budget totals \$20,035,310 as compared to \$20,404,689 for the FY 2015-2016. The decrease of \$369,379 in expenditures is approximately 2% less in the proposed budget for FY 2016-2017 as compared to the FY 2015-2016 budget. This is mainly attributed to a development benefit payment that has been reduced due to the closing of one of the Village's tax increment financing districts.

FINANCIAL IMPACT:

The Operating Budget represents the Village Board's authorized expenditures of the Village for the Fiscal Year May 1, 2016 to April 30, 2017.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Fiscal Year 2016-2017 Budget Message

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the adoption of the Fiscal Year May 1, 2016 to April 30, 2017 Operating Budget.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2016-_____

**A RESOLUTION APPROVING THE ANNUAL BUDGET OF THE
VILLAGE OF LINCOLNWOOD, ILLINOIS, FOR THE FISCAL YEAR
BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017**

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 Manager has proposed to the corporate authorities a proposed operating budget of \$34,459,588 for the Village's fiscal year commencing May 1, 2016, and ending April 30, 2017 ("**2017 Budget**"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to approve the 2017 Budget;

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 BUDGET. The President and Board of Trustees hereby approve the 2017 Budget in the form attached to and, by this reference, made a part of this Resolution as **Exhibit A**.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 19th day of April, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 19th day of April, 2016.

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

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

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

EXHIBIT A

2017 BUDGET

VILLAGE PRESIDENT
Gerald C. Turry

VILLAGE CLERK
Beryl Herman

VILLAGE MANAGER
Timothy C. Wiberg



TRUSTEES
Barry Bass
Ronald S. Cope
Lawrence A. Elster
Craig L. Klatzco
Jesal B. Patel, Sr.
Jennifer G. Spino

March 31, 2016

TO: President Turry and Members of the Village Board

SUBJECT: Proposed Budget for Fiscal Year 2016/17 (Fiscal 2017)

On behalf of the entire staff, I am pleased to present the proposed Village of Lincolnwood Fiscal 2017 budget. The proposed budget maintains the quality of services our residents have come to expect and reflects the general priorities and policy direction provided by the Village Board at the February 18, 2016 Budget Workshop and furthers the initiatives in the 2014 – 2016 Strategic Planning Report which was adopted by the Village Board on May 6, 2014. The Village Board's Finance Committee met on March 2, 2016 to review the budget document in detail and a public meeting presenting the final draft budget document to the Village Board will be held on April 5, 2016.

The total budget proposed for Fiscal 2017 is \$34,459,588. This represents a decrease of 14.3% from last year's budget. A large part of this decrease is due to the purchase of the Union Pacific right-of-way during the previous Fiscal Year from the Northeast Industrial Tax Increment Financing (TIF) District Fund, which will be converted into a bicycle path and passive open space. The General Fund operating budget is \$20,035,210, which amounts to a decrease of 1.8% over last year's adopted budget. The financial condition of the Village remains strong despite the continued uneven economic recovery the United States and local economy is experiencing, and the General Fund budget, as presented, is balanced through the use of excess fund balance reserves for specific capital improvements, per the Financial Policies. Infrastructure improvements, such as the continuation of the Streetlight Replacement Program and Water and Sewer Infrastructure Improvements will continue to proceed.

Fiscal 2016 Review

Last year's Budget Message suggested that Fiscal 2016 would be a year of uncertain economic conditions where the Village would need to closely monitor revenue estimates and adjust actual expenditures when necessary. While the local economy has not regained the business-generated revenue of eight years ago, other revenues continue to increase. Economic development has shown gradual improvement as evidenced by a continued increase of building permit and business license activity. The Village continued to carefully monitor revenues and held expenditures at or below budgeted amounts.



Other Items of Note in Fiscal 2016

- The Village again received the distinguished budget presentation and excellence in financial reporting awards from the Government Finance Officers Association.
- Cook County completed the reconstruction of Crawford Avenue. The Village financially participated with the replacement of all streetlights and installation of new water and sewer lines along and under the new road.
- The Village replaced streetlights along Lincoln Avenue from Devon Avenue to Touhy Avenue.
- The Village ordered the chassis for the replacement of Fire Engine 15 which was originally purchased in 1999. The final assembly of the vehicle will be completed and paid for in Fiscal 2017.
- The Village performed major repairs and improvements to the Proesel Park Shelter. This project was funded by a grant from the Friends of the Community Center.
- The Village continued to perform engineering for the installation of berms and hanging traps in a “pilot” area of the Village that are recommended as the first phase of implementing the Village’s Stormwater Management Plan, designed to improve the Village’s ability to handle heavy rain events.
- The Village closed the Touhy-Lawndale TIF District early, which was created on April 2, 1998 as an incentive for the development of the Lowe’s home improvement store. Lowe’s received all tax increment created by the TIF as a “development benefit”. The final development benefit payment to Lowe’s was paid in 2015 and the Village closed the TIF District on August 18, 2015.
- On November 3, 2015 the Village Board approved an Ordinance authorizing developers South Bay Partners of Dallas, Texas to construct a 383 unit senior living and memory care facility on the former Bell and Howell site. Construction is estimated to be complete in Fiscal 2018.
- On October 6, 2015 the Village Board approved an Ordinance authorizing R&R Global Partners to reuse the former Dominick’s site as three different retail spaces in addition to one new out-lot in the parking lot. The first of the stores opened on March 14, 2016 as Planet Fitness. The property owner continues to seek new tenants to occupy the other spaces.

The Village’s property values continue to remain stable and the community continues to attract new residents, businesses, and visitors. The Village’s fiscal condition remains sound.

Fiscal 2017 Key Issues

The Fiscal 2017 budget represents the Village’s plan for expected expenditures over the coming year and identifies the means by which those expenditures will be funded. The budget has been prepared, as in past years, in conjunction with the goals that were established in the Village’s Strategic Plan.

On February 21, 2012 the Strategic Planning Report for 2012 – 2014 was adopted by the Village Board. On May 6, 2014 the Village Board adopted a new strategic plan thus creating new goals and objectives. The report identifies the strengths and weaknesses of the Village and opportunities to improve Village life for residents and businesses.

The following are the goals stated in the strategic plan and a summary of how the Fiscal 2017 budget will help achieve these goals:

- 1) Continue development of Shoppes at Lincoln Pointe – creating a positive community impression and implications

On March 1, 2016 North Capital Group, LLC received an extension for the Period of Submission of a Final Development Plan and Final Plat of Subdivision for a mixed-use, high-end hotel operation at 4500 Touhy Avenue, which is the site of the former Purple Hotel, which was demolished by North Capital Group in the fall of 2013. North Capital Group is required to submit all plans necessary to apply for a final Planned Unit Development by September 15, 2016.

- 2) Continue development and implementation of the Capital Improvement Plan

The Village's Capital Improvement Plan is included in the proposed budget and it contains the capital priorities identified by the Village Board.

- 3) Maintain the Village's relatively low real-estate property tax rate

The proposed budget includes funds in the Tax Increment Financing District budgets and the General Fund to improve the Business Districts with the goal of creating a more conducive environment to attract private investment. The Village closed the Touhy-Lawndale TIF District which will allow for all incremental equalized assessed valuation revenue to be absorbed by the taxing bodies. In addition, the Village continues to operate a Parks and Recreation Department (while most area communities burden taxpayers with a separate Park District) that derives more than half of its operating revenue from program fees.

- 4) Continue the Village's realistic fiscal policy

Staff estimates revenues conservatively and expenses for each year based on local, regional and global economic trends. Through continued careful financial planning the Village carries a very low debt load which will result in the Village's General Fund being completely debt free by Fiscal Year 2018, with the exception of a small loan payment for the Village's Fire Truck down-payment in Fiscal 2010.

- 5) Reexamine and create a new Comprehensive Plan

In Fiscal 2015 the Village engaged Houseal Lavigne Associates and appointed an Ad-hoc Committee to develop a new Comprehensive Plan. The draft final plan is currently under review by the Ad-hoc Committee and will be considered by the Village Board in Fiscal 2017.

- 6) Study and establish a comprehensive transportation plan – (incorporate Devon Avenue transportation to Edgebrook and Jefferson Park)

In Fiscal 2015 the Village Board discussed potential options with a Pace representative at its Committee of the Whole meeting and issued an electronic survey to residents about a potential bus route. The Village explored the possibility of creating a local bus route but found it to be cost-prohibitive.

- 7) Finalize the Village's Stormwater Management Plan

The Fiscal 2017 budget includes \$654,700 to engineer and construct berms and underground hanging traps in the southeast area of the Village ("pilot" area), which is the first step in evaluating the effectiveness of utilizing the public right-of-way as temporary stormwater detention. An additional \$116,400 is included for the design of a "relief sewer" which is a goal of the stormwater plan.

- 8) Consider the creation of a new Tax Increment Financing District in the Devon/Lincoln area

The Devon/Lincoln TIF District was created in Fiscal 2015. Funds are available in the Fiscal 2017 Devon/Lincoln TIF District Fund for replacing street lights in the new TIF, creating a new streetscape along the Devon corridor between Lincoln Avenue and McCormick Boulevard, and offering Property Enhancement Program and Green Initiatives for Tomorrow Grant programs for existing businesses.

- 9) Develop a new potable water source

The Village continues to discuss the prospect of a new source of potable water with neighboring municipalities. The Fiscal 2017 budget includes \$125,000 for engineering costs to develop plans for any possible alternate water supplier.

- 10) Review the Lincoln Avenue Taskforce Plan and identify Implementation Priorities

Included in the Fiscal 2017 budget is \$920,000 to install landscaping in all medians along Lincoln Avenue. Installing landscaping in the medians is one of the recommendations of the Lincoln Avenue taskforce plan. Further, Lincoln Avenue will be discussed as a part of the Comprehensive Plan referenced in Goal 5.

- 11) Work to Redevelop the former Dominick's site

On October 6, 2015 the Village Board approved an Ordinance authorizing R&R Global Partners to reuse the former Dominick's site as three different stores in addition to one new out-lot in the parking area. The first of the stores opened on March 14, 2016 as a Planet Fitness. The property owner continues to seek new tenants to occupy the other spaces.

- 12) Develop the Bell and Howell Site

On November 3, 2015 the Village Board approved an Ordinance authorizing developers South Bay Partners of Dallas, Texas to construct a 383 unit senior living and memory

care facility on the former Bell and Howell site. Construction is estimated to be complete in Fiscal 2018.

The Village Board will be developing a new Strategic Plan in Fiscal 2017.

Fiscal 2017 Proposed Budget Overview

At the February 18, 2016 Budget Workshop staff presented a preliminary balanced budget that will require the use of General Fund excess reserves. The resulting fund balance will remain in excess of the maximum required in the Village’s Financial Policies. Significant General Fund expenditures discussed at the Budget Workshop include the second payment of a two-year process to replace Fire Engine 15, landscaping of all medians along Lincoln Avenue, and construction of the ComEd right-of-way bike path. Additionally, as a result of the ongoing budget negotiations with the State of Illinois, and its potential negative impacts to municipalities, the budget assumes a 20% reduction in Local Government Distributive Fund revenue to the Village (\$260,000).

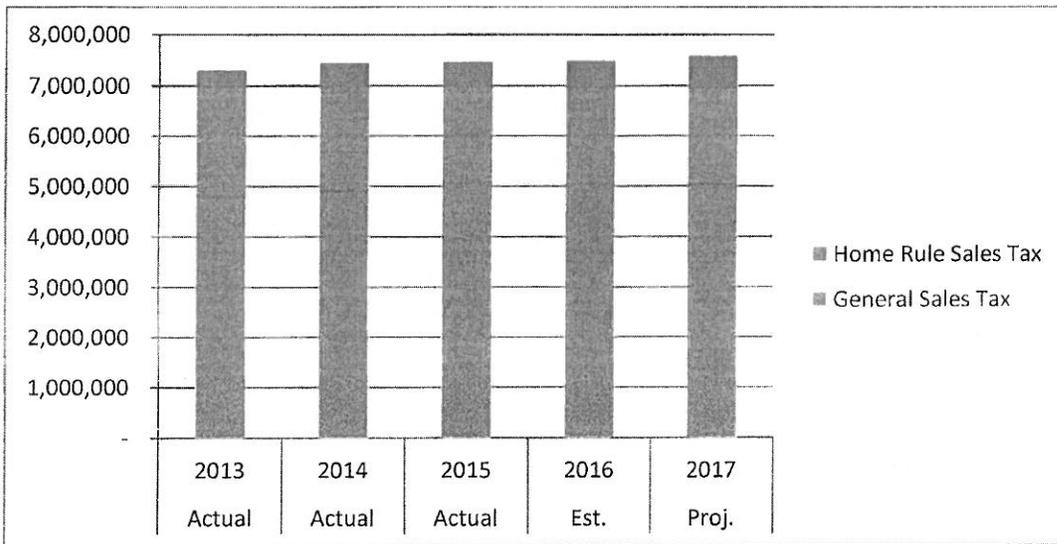
The proposed total budget is summarized below. Per accepted governmental financial standards, the Village’s finances are divided into several funds. Each fund must be accounted for separately, meaning each has its own budgeted expenditures which are offset by corresponding revenues. In general, resources in one fund cannot be allocated to cover shortfalls in another fund. The General Fund is the largest fund and includes the expenditures necessary to support the general operations of the Village including Police and Fire protection, snow removal, refuse collection, etc. This fund supports virtually all personnel expenses.

	FY16/17	FY15/16	% Change
All Funds	\$34,459,588	\$39,390,828	-12.5%
General Fund	\$20,035,310	\$20,404,689	-1.8%

The total budget decrease is primarily the result of the purchase of the Union Pacific property in one of the Village’s TIF districts which should be completed by the end of Fiscal 2016. The budget for the General Fund decreased -1.8% from the previous year and is largely due to a decrease in a development benefit expense due to the closing of a TIF District in the Village. The following are the significant elements of the Fiscal 2017 budget:

- Sales Tax – Total sales tax revenue, including State and Home Rule sales taxes is budgeted for \$7,584,500 (no change from Fiscal 2015) and an increase of \$100,000 (1.3%) from the Fiscal 2016 actual year-end estimate. Sales tax receipts have remained generally flat. The chart below traces the trend in total sales tax revenue over the past five years:

Total Sales Tax Revenue



	Actual 4/30/2013	Actual 4/30/2014	Actual 4/30/2015	Estimated 4/30/2016	Projected 4/30/2017
Home Rule Sales Tax	2,510,404	2,537,703	2,408,004	2,455,823	2,555,823
General Sales Tax	4,791,850	4,905,594	5,054,179	5,028,677	5,028,677
Total	7,302,254	7,443,297	7,462,183	7,484,500	7,584,500

- Water and Sewer Fund – The Fiscal 2017 budget includes \$654,700 to implement recommendations from the Stormwater Management Plan to install berms and hanging traps in a “pilot” area of the Village as part of a new initiative to utilize public rights-of-way for temporary stormwater storage. The Fiscal 2017 budget also includes a water rate increase of 5% to adjust for the increase for the purchase of potable water from the City of Chicago which goes into effect on July 1, 2016. The Village’s financial policies state that the entire increase from the City of Chicago will be passed onto its water customers. In light of this and previous water rate increases from the City of Chicago, \$125,000 is budgeted to perform an engineering study to consider alternative water suppliers.
- Refuse – The Village expenditures relating to the solid waste, recycling, and yard waste collections are accounted for in the General Fund. The total budget for this expense is \$1,074,294. The funding for refuse collection is property taxes. Of the total amount, \$841,294 is paid to Groot Industries, Inc. for refuse collection and \$233,000 is paid to the Solid Waste Agency of Northern Cook County (SWANCC) for landfill deposits. The amount for refuse has decreased by \$23,481 over Fiscal 2016 due to a reduction in SWANCC’s costs.
- Personnel Costs – Personnel costs in Fiscal 2017 are budgeted to be \$12,685,111. There is a 2% cost of living wage increase for non-union employees and contractually-obligated wage increases of 2% for the Public Works Teamsters and 2.25% for the Fraternal Order of Police Patrol Union contract. The Communications Operators contract is set to expire on April 30, 2016. The wage increase will be determined by contract negotiations that are expected to be complete in Fiscal 2017.

- Police Pension Funding – The Police Pension Fund is currently 46% funded. Funding for the Village’s Pension fund obligations is derived from two sources: the General Fund provides the annual actuarially required pension obligation; and approximately \$280,000 of additional funding is deposited into the Police Pension Fund from a \$0.02 per gallon retail Gasoline Tax.

Capital Improvements

The Fiscal 2017 budget includes the following capital improvements projects:

- \$654,700 to engineer and construct berms and underground hanging traps in the southeast area of the Village (“pilot” area), which is the first step in evaluating the effectiveness of utilizing the public right-of-way as temporary stormwater detention. An additional \$116,400 is included for the design of a “relief sewer” which is a goal of the stormwater plan. These expenses are budgeted in the Water and Sewer Fund.
- \$920,000 to install landscaping in all medians along Lincoln Avenue. Installing landscaping in the medians is one of the recommendations of the Lincoln Avenue taskforce plan. These expenses are budgeted in the General Fund, Devon/Lincoln TIF Fund, and the Lincoln/Touhy TIF Fund.
- \$202,403 is budgeted in the Transportation Improvement Fund for the third payment of the replacement of Village street lighting on Crawford Avenue. Through an intergovernmental agreement, Cook County reconstructed the entire length of Crawford Avenue in Lincolnwood from Devon Avenue north to Jarvis Avenue in Fiscal 2015 and Fiscal 2016. An additional \$1,285,000 is budgeted for the replacement of street lights on Touhy Avenue from Cicero Avenue to Karlov Avenue in Fiscal 2017. \$302,000 is budgeted in the Water and Sewer Fund for the third year of a five-year repayment schedule to Cook County for the replacement of water mains, fire hydrants, and flow meters for water runoff along Crawford Avenue.
- In Fiscal 2016 \$255,000 was spent to purchase the chassis for the replacement of Fire Engine 15 that was purchased in 1999. The remaining assembly of the vehicle will be complete in Fiscal 2017 which is estimated to be \$285,000.
- The Village is resuming its phased replacement of playgrounds after spending \$100,000 for repairs to the Proesel Park Shelter that was funded by a grant in Fiscal 2016. Fiscal 2017 includes \$100,000 for replacement of the playground at G.G. Rowell Park.
- Three major projects are taking place in the Northeast Industrial (NEID) TIF District Fund. \$340,000 is budgeted to install a bike path along the Union Pacific Right-of-Way which the Village purchased in Fiscal 2016. The amount budgeted is 20% of the total cost with the remaining 80% of the cost being funded by a Federal grant. \$850,000 is budgeted to construct a parking lot for cyclists along the path that will also benefit businesses in the area by providing over 100 parking spaces. \$180,726 is budgeted to install a fiber optic connection from the Public Works Facility to the Water Pumping Station that will provide network connectivity and security improvements to the Village’s water supply and will be a significant improvement over the existing and much less reliable wireless connection.

- \$100,000 has been budgeted for engineering to provide streetscape improvements along Devon Avenue in the Devon-Lincoln TIF District. These improvements are intended to provide a more attractive corridor that will attract business and development to a corridor with retail vacancies and declining property values.
- \$302,000 is budgeted to construct the bike path along the ComED right-of-way. An additional \$289,000 is budgeted for the engineering of the bike overpass that will be constructed along the path at Touhy Avenue. The Village received grants to fund 80% of these costs, these expenditures represent the required 20% Village share.
- \$251,500 is budgeted in the Motor Fuel Tax Fund for the resurfacing of Pratt Avenue. The Village obtained a grant that will pay for 70% of the resurfacing costs. The above amount is the Village's 30% share of the costs of this project.

Adherence to Financial Policies

The budget complies with the Village's Financial Policies. Please find below a summary of the significant policies governing the preparation of the annual budget:

- ❖ The budget is balanced.
- ❖ The General Fund (GF) unreserved fund balance is maintained between 25% and 35% of annual GF revenue, thus providing a significant cash flow in the event of an unforeseen emergency or unexpected revenue downturn. Any excess above the target amounts are available to fund various capital projects.
- ❖ There is a 0.8% property tax levy increase included in the Fiscal 2017 budget. This is in accordance with the Village's financial policy to limit the property tax levy increase to the annual Cook County consumer price index (the same limit for Non-Home Rule communities).
- ❖ The Fiscal 2017 GF budget is balanced with the use of excess fund reserves in accordance with Village Financial Policies.
- ❖ The GF's support of the Parks and Recreation Department is limited to \$1,000,000, which represents approximately 50% of the total department budget. The remaining revenue for the department is derived from program fees.
- ❖ Per the Village's Financial Policies, debt financing has been used only to fund major capital projects and not for operational expenses. The Village has not issued any new bond debt since Fiscal 2003 when the Village issued General Obligation bonds to fund the construction of the new aquatic facility and the Northeast Parkway.

Financial Condition of the Village

The Village continues to be in solid financial condition despite the uncertain economic times. Debt levels are low compared to national levels. In fact, the Village's General Fund will be virtually debt free by Fiscal 2018, with only a small amount of interest-free debt owed to the State of Illinois for the down payment of the Village's Fire Truck which was replaced five years ago. Moody's has recently reviewed the Village's Bond rating and has confirmed its Aa1 rating (one notch below the coveted Aaa rating). The Village continues to make its

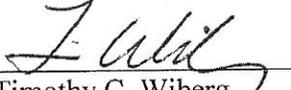
annual required pension contributions, maintains Village facilities and equipment and makes vehicle and equipment purchases on a scheduled basis.

Conclusion

As the Village moves into the new Fiscal Year, staff will again be closely monitoring revenue estimates due to the uneven economic conditions and implement expenditure adjustments as necessary.

The preparation of the Fiscal 2017 budget could not have been achieved without the hard work and assistance of many throughout the organization. I would like to thank the Department Directors for their diligent work to prepare departmental budgets that met the Village's financial goals while maintaining and improving its core service mission. The President and Village Board continue to provide stable and visionary leadership that have ultimately resulted in this year's accomplishments. Finally, particular thanks are extended to Finance Director Robert Merkel and the Finance Department. They are responsible for overseeing the budget preparation process and attending to the task of ensuring all the data is properly represented and accounted for.

Respectfully Submitted,


Timothy C. Wiberg
Village Manager