



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
7:30 P.M., APRIL 18, 2017**

**AGENDA**

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Warrant Approval**
- V. Village President's Report**
  1. Arbor Day Proclamation
- VI. Consent Agenda** (If anyone 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 in Case #PC-03-17 to Approve a Final Plat of Subdivision, Encompassing Multiple Lots at 6649 North Lincoln Avenue and 6653-6659 North East Prairie Road (Appears on Consent Agenda Because it was Unanimously Approved by a Recommending Body)
  2. Approval of an Ordinance in Case #ZB-02-17 to Approve a Special Fence and Certain Variations of the Zoning Code to Permit Natural Screening in the Rights-of-Way of North St. Louis Avenue and West Arthur Avenue in Heights Beyond the Maximum Permissible on the Property, and Permit a Deck in the Required Rear Yard Setback at 3500 West Arthur Avenue (Appears on Consent Agenda Because it was Discussed at a Previous Village Board Meeting)
  3. Approval of a Recommendation by the Parks and Recreation Board to Adopt a Resolution to Award a Bid for the Provision of Apparel to Sunburst Sportswear Inc. of Glendale Heights, IL. (Appears on Consent Agenda Because it is the Lowest Qualified Bidder)
  4. Approval of a Recommendation by the Parks and Recreation Board to Adopt a Resolution Approving a Second Amendment to the Contract for Parks and Recreation Department Bus Services with Alltown Bus Services Inc., of Skokie, IL. (Appears on Consent Agenda Because it is the Lowest Qualified Bidder)
- VII. Regular Business**
  5. Consideration of an Ordinance in Case #ZB-01-17 to Approve Certain Variations of the Zoning Code to Permit Two New Wall Signs on the East Façade of the Building at 3944 West Touhy Avenue
  6. Consideration of a Resolution Adopting a Collective Bargaining Agreement Between the Village and the Illinois Fraternal Order of Police Labor Council Police Officers from May 1, 2017 to April 30, 2020

7. Consideration of a Resolution Authorizing the Adoption of the Operating Budget for Fiscal Year May 1, 2017 to April 30, 2018
8. Consideration of an Ordinance Setting the Time and Place for a Public Hearing on the Establishment of the North Lincoln Redevelopment Project Area and Tax Increment Redevelopment Plan and Project
9. Consideration of an Ordinance Authorizing the Village Manager to Execute a Lease with Grossinger Motors for the Village-Owned Parking Lot at Touhy/Keating Avenues
10. Consideration of a Recommendation by the Plan Commission in Case #PC-02-17 to Approve Special Uses, Special Sign, and Certain Variations from the Zoning Code to Permit a New Restaurant and Off-Street Parking Area at 6755 North Cicero Avenue

**VIII. Manager's Report**

**IX. Board, Commission, and Committee Reports**

**X. Village Clerk's Report**

**XI. Trustee Report**

**XII. Public Forum**

**XIII. Closed Session**

*A Closed Session is Requested to Discuss Employment Matters 2(c)(1)*

**XIV. Adjournment**

DATE POSTED: April 13, 2017

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](http://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](http://lwdtv.org) or on the Lincolnwood Mobile App.

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: April 14, 2017

The following are the totals for the List of Bills being presented at the April 18th Village Board meeting.

4/18/2017	52,145.83
4/18/2017	154,090.80
4/18/2017	333,989.31
4/18/2017	378,167.18
4/18/2017	286,949.44
4/18/2017	201,898.10
Total	<hr/> \$ 1,407,240.66

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 04/10/2017 - 3:51PM  
Batch: 00200.04.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Back Flow Solutions Inc					
BFSINC					
1957-B	4/1/2017	435.42	0.00	04/18/2017	
660-620-519-5399	Other professional services				Program Management fee for backflow
1957-B Total:		435.42			
Back Flow Solutions Inc T		435.42			
Callas, Katina					
CALLASKA					
040417	4/4/2017	2,000.00	0.00	04/18/2017	
460-000-561-6350	Sewer Fund				Flood Control reimbursement program
040417 Total:		2,000.00			
Callas, Katina Total:		2,000.00			
Christopher Burke Engineering					
CHRISTB					
135638	4/6/2017	13,447.87	0.00	04/18/2017	
220-000-511-5340	Engineering				Devon Avenue Streetscape Phase I Design
135638 Total:		13,447.87			
Christopher Burke Enginee		13,447.87			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Hilti, Inc HILTI 4609272743	3/28/2017	1,888.00	0.00	04/18/2017	Module, barrel for Water Dept
660-620-519-5730 Program supplies					
4609272743 Total:		1,888.00			
Hilti, Inc Total:		1,888.00			
Impact Networking, LLC IMPACT 807494	4/4/2017	19.50	0.00	04/18/2017	Shipping fees copier - Fire Dept
101-000-210-2650 Contractor Permits Payable					
807494 Total:		19.50			
Impact Networking, LLC T		19.50			
Kapusta, Michelle KAPUSTA 17-3011	3/2/2017	110.00	0.00	04/18/2017	Reimburse animal control services
101-400-511-5210 Animal control					
17-3011 Total:		110.00			
Kapusta, Michelle Total:		110.00			
Landscape Concepts Management LANDSCAP 120590	4/1/2017	2,835.00	0.00	04/18/2017	Landscaping Maintenance - Centennial Park
205-430-515-5250 Contract Maintenance					
120590 Total:		2,835.00			
Landscape Concepts Mana		2,835.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Lawson Products Inc LAWSNPRO 9304819560	3/27/2017	57.67	0.00	04/18/2017	Shop supplies
101-410-511-5730 Program supplies					
	9304819560 Total:	57.67			
	Lawson Products Inc Total	57.67			
Lowe's Business Acc/GECF LOWES 02178	4/3/2017	13.32	0.00	04/18/2017	Spray paint for VH
101-420-511-5730 Program supplies					
	02178 Total:	13.32			
02184	4/3/2017	-13.32	0.00	04/18/2017	Return for VH
101-420-511-5730 Program supplies					
	02184 Total:	-13.32			
02246	4/4/2017	113.64	0.00	04/18/2017	Cement for Water
660-620-519-5730 Program supplies					
	02246 Total:	113.64			
02274	4/4/2017	37.09	0.00	04/18/2017	Bolts for Park
205-430-515-5730 Program supplies					
	02274 Total:	37.09			
02277	4/4/2017	323.00	0.00	04/18/2017	Exterior paint for Shelter
205-430-515-5730 Program supplies					
	02277 Total:	323.00			
02283	4/4/2017	43.60	0.00	04/18/2017	Drill bit for Shelter
205-430-515-5730 Program supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	02283 Total:	43.60			
02785	3/16/2017	212.03	0.00	04/18/2017	Drill & Warranty plan
	205-430-515-5745 Small tools				
	02785 Total:	212.03			
02786	3/16/2017	-17.01	0.00	04/18/2017	Tax correction
	205-430-515-5745 Small tools				
	02786 Total:	-17.01			
02854	3/30/2017	62.77	0.00	04/18/2017	Paint roller, paint brush, oak board
	101-420-511-5405 R&M - buildings				
	02854 Total:	62.77			
02864	3/30/2017	73.05	0.00	04/18/2017	Screws, anchors & screws, cinch reducer
	101-420-511-5405 R&M - buildings				
	02864 Total:	73.05			
02873	3/30/2017	14.65	0.00	04/18/2017	Contact cement, utility hook
	101-420-511-5405 R&M - buildings				
	02873 Total:	14.65			
02943	3/31/2017	-32.22	0.00	04/18/2017	Return for PD
	101-420-511-5405 R&M - buildings				
	02943 Total:	-32.22			
08644	4/3/2017	14.72	0.00	04/18/2017	Spray paint for VH
	101-420-511-5730 Program supplies				
	08644 Total:	14.72			
10872	4/4/2017	126.16	0.00	04/18/2017	Drill bit, wrench, flat washer
	205-430-515-5730 Program supplies				
	10872 Total:	126.16			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Lowe's Business Acc/GEC	971.48		
MGP, Inc.				
MGPINC				
3624	3/31/2017	909.14	0.00	04/18/2017
101-250-511-5599	Other contractual			GISC Staffing - March
3624	3/31/2017	909.15	0.00	04/18/2017
101-000-210-2650	Contractor Permits Payable			GISC Staffing - March
3624	3/31/2017	1,818.29	0.00	04/18/2017
660-620-519-5599	Other contractual			GISC Staffing - March
3624 Total:		3,636.58		
3852	3/31/2017	275.00	0.00	04/18/2017
101-250-511-5599	Other contractual			CSR Staffing - March
3852 Total:		275.00		
MGP, Inc. Total:		3,911.58		
North Shore Uniform				
NSHRUFM				
17-1068	2/14/2017	37.91	0.00	04/18/2017
660-620-519-5070	Uniform allowance			Clothing allowance
17-1068 Total:		37.91		
North Shore Uniform Total		37.91		
Russo Power Equipment				
RUSSO				
3824989	3/21/2017	419.95	0.00	04/18/2017
101-440-513-5745	Small tools			Hard hats/Other supplies
3824989 Total:		419.95		
3829046	3/23/2017	152.50	0.00	04/18/2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-440-513-5680 Landscaping supplies					Fertilizer
		3829046 Total:			152.50
		Russo Power Equipment T			572.45
Sherill Inc. SHERILL INV-368937	3/27/2017	1,122.84	0.00	04/18/2017	
101-440-513-5745 Small tools					Gas drill, rope, laser point
		INV-368937 Total:			1,122.84
		Sherill Inc. Total:			1,122.84
Standard Equipment Company STANDARD C20209	3/16/2017	9.27	0.00	04/18/2017	
101-440-513-5480 R&M - vehicles					Cover plate for Sweeper
		C20209 Total:			9.27
C21109	3/27/2017	9.78	0.00	04/18/2017	
101-440-513-5480 R&M - vehicles					Valve for Sweeper
		C21109 Total:			9.78
C21111	3/27/2017	127.46	0.00	04/18/2017	
101-440-513-5480 R&M - vehicles					Head stop for Sweeper
		C21111 Total:			127.46
C21147	3/27/2017	42.83	0.00	04/18/2017	
101-440-513-5480 R&M - vehicles					Fuel cap for Sweeper
		C21147 Total:			42.83
C21195	3/29/2017	1,176.04	0.00	04/18/2017	
101-440-513-5480 R&M - vehicles					Spring, assembly, broom refill

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	C21195 Total:	1,176.04			
	Standard Equipment Comp	1,365.38			
Tyler Technologies					
TYLERTE					
030-8001	3/23/2017	6,500.00	0.00	04/18/2017	
215-000-512-5599	Other contractual				CAD Software License
	030-8001 Total:	6,500.00			
030-8025	3/22/2017	10,800.00	0.00	04/18/2017	
215-000-512-5599	Other contractual				New World Third party RMS Interface
	030-8025 Total:	10,800.00			
	Tyler Technologies Total:	17,300.00			
Verizon Wireless					
VERIZON					
9782546827	3/21/2017	32.04	0.00	04/18/2017	
101-000-210-2650	Contractor Permits Payable				Verizon data charges
9782546827	3/21/2017	52.74	0.00	04/18/2017	
660-610-519-5580	Telephone				Verizon data charges
9782546827	3/21/2017	3,643.13	0.00	04/18/2017	
101-250-511-5580	Telephone				Verizon data charges
	9782546827 Total:	3,727.91			
9782546828	3/21/2017	520.49	0.00	04/18/2017	
101-210-511-5580	Telephone				Verizon phone charges
9782546828	3/21/2017	22.18	0.00	04/18/2017	
205-508-515-5580	Telephone				Verizon phone charges
9782546828	3/21/2017	18.79	0.00	04/18/2017	
205-520-515-5580	Telephone				Verizon phone charges
9782546828	3/21/2017	4.52	0.00	04/18/2017	
205-530-515-5580	Telephone				Verizon phone charges

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
9782546828	3/21/2017	21.05	0.00	04/18/2017	
205-560-515-5580 Telephone					Verizon phone charges
9782546828	3/21/2017	1.13	0.00	04/18/2017	
205-550-515-5270 Purchased program services					Verizon phone charges
9782546828	3/21/2017	19.59	0.00	04/18/2017	
101-000-210-2650 Contractor Permits Payable					Verizon phone charges
9782546828	3/21/2017	87.84	0.00	04/18/2017	
660-610-519-5580 Telephone					Verizon phone charges
	9782546828 Total:	695.59			
	Verizon Wireless Total:	4,423.50			
Weiss, Marilyn					
WEISSMAR					
17-2037B	2/10/2017	45.00	0.00	04/18/2017	
101-400-511-5210 Animal control					Reimburse animal control services
	17-2037B Total:	45.00			
	Weiss, Marilyn Total:	45.00			
Wells Fargo Vendor Fin Serv					
GECAPITA					
66671102	3/26/2017	232.43	0.00	04/18/2017	
660-610-519-5340 Maintenance Agreement Expen					Copier - PW
66671102	3/26/2017	269.95	0.00	04/18/2017	
205-500-515-5440 R&M - office equipment					Copier - Parks
66671102	3/26/2017	232.44	0.00	04/18/2017	
101-000-210-2650 Contractor Permits Payable					Copier - Fire
66671102	3/26/2017	697.36	0.00	04/18/2017	
101-210-511-5440 R&M - office equipment					Copier - Finance, PD
	66671102 Total:	1,432.18			
	Wells Fargo Vendor Fin Se	1,432.18			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Westmont Auto Parts WESTMONT 15611	3/27/2017	22.34	0.00	04/18/2017	Air filters for Fire Dept
101-350-512-5480 R&M - vehicles					
15611 Total:		22.34			
15617	3/28/2017	108.71	0.00	04/18/2017	Air filters for Fire Dept
101-350-512-5480 R&M - vehicles					
15617 Total:		108.71			
Westmont Auto Parts Total		131.05			
Work' N Gear, LLC WRKNGEAR HA76376	3/27/2017	39.00	0.00	04/18/2017	Clothing allowance
660-620-519-5070 Uniform allowance					
HA76376 Total:		39.00			
Work' N Gear, LLC Total:		39.00			
Report Total:		52,145.83			

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 04/10/2017 - 3:51PM  
Batch: 00201.04.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Amazon				
AMAZON				
104-0710967	2/17/2017	99.00	0.00	04/18/2017
205-530-515-5730 Program supplies				Prime membership fee
104-0710967 Total:		99.00		
104-4858366-220	2/21/2017	34.11	0.00	04/18/2017
205-530-515-5730 Program supplies				Plates & megaphone
104-4858366-220 Total:		34.11		
104-5490808	2/18/2017	5.17	0.00	04/18/2017
205-530-515-5730 Program supplies				Post it notes
104-5490808 Total:		5.17		
Amazon Total:		138.28		
Avalon Petroleum				
AVALON				
18180	3/21/2017	777.56	0.00	04/18/2017
101-350-512-5670 Fuel				Fuel usage
18180	3/21/2017	561.61	0.00	04/18/2017
101-440-513-5670 Fuel				Fuel usage
18180	3/21/2017	222.16	0.00	04/18/2017
205-430-515-5670 Fuel				Fuel usage
18180	3/21/2017	559.23	0.00	04/18/2017
660-620-519-5670 Fuel				Fuel usage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
18180 Total:		2,120.56		
558025	3/21/2017	33.29	0.00	04/18/2017
101-420-511-5670 Fuel				Fuel usage
558025	3/21/2017	2,541.31	0.00	04/18/2017
101-300-512-5670 Fuel				Fuel usage
558025	3/21/2017	96.00	0.00	04/18/2017
101-350-512-5670 Fuel				Fuel usage
558025	3/21/2017	27.35	0.00	04/18/2017
101-410-511-5670 Fuel				Fuel usage
558025	3/21/2017	67.49	0.00	04/18/2017
101-420-511-5670 Fuel				Fuel usage
558025	3/21/2017	440.08	0.00	04/18/2017
101-440-513-5670 Fuel				Fuel usage
558025	3/21/2017	401.32	0.00	04/18/2017
205-430-515-5670 Fuel				Fuel usage
558025	3/21/2017	430.52	0.00	04/18/2017
660-620-519-5670 Fuel				Fuel usage
558025 Total:		4,037.36		
Avalon Petroleum Total:		6,157.92		
Bound Tree Medical, LLC				
BOUND				
82440468	3/20/2017	512.67	0.00	04/18/2017
101-350-512-5730 Program supplies				Gloves, defibrilator pads
82440468 Total:		512.67		
Bound Tree Medical, LLC		512.67		
Case Lots, Inc.				
CASELOTS				
2701	3/13/2017	1,400.10	0.00	04/18/2017
101-420-511-5730 Program supplies				Multifold towels, garage bags, time mist

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	2701 Total:	1,400.10			
	Case Lots, Inc. Total:	1,400.10			
Classic Design Awards					
CLASSICD					
170460	3/20/2017	47.80	0.00	04/18/2017	
101-100-511-5799	Other materials & supplies				Name plates
	170460 Total:	47.80			
	Classic Design Awards Tot	47.80			
Deibel Laboratories of Illinois, Inc.					
DEIBEL					
8196	3/31/2017	116,711.18	0.00	04/18/2017	
660-000-410-4925	Miscellaneous Income				Water Fund Overpayment/7120 Ridgeway
	8196 Total:	116,711.18			
	Deibel Laboratories of Illin	116,711.18			
Dinges Fire Co.					
DINGES					
397570	2/22/2017	325.00	0.00	04/18/2017	
101-350-512-5665	Firefighting supplies				Helmet
	397570 Total:	325.00			
39795	3/16/2017	325.00	0.00	04/18/2017	
101-350-512-5665	Firefighting supplies				Helmet
	39795 Total:	325.00			
	Dinges Fire Co. Total:	650.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Doerner, John P					
DOERNER					
2016UTR	3/28/2017	39.08	0.00	04/18/2017	
101-000-410-4050					Utility tax - electric
					2016 Utility Tax rebate
2016UTR	3/28/2017	25.36	0.00	04/18/2017	
101-000-410-4055					Utility tax - natural gas
					2016 Utility Tax rebate
2016UTR	3/28/2017	19.76	0.00	04/18/2017	
101-000-410-4060					Telecommunications tax
					2016 Utility Tax rebate
	2016UTR Total:	84.20			
	Doerner, John P Total:	84.20			
Douglas Truck Parts					
DOUGTK					
27376	3/29/2017	81.51	0.00	04/18/2017	
101-410-511-5730					Program supplies
					Brake clean for PW Shop
	27376 Total:	81.51			
	Douglas Truck Parts Total:	81.51			
Eagle Engraving					
EAGLE					
2017-1168	3/29/2017	11.25	0.00	04/18/2017	
101-350-512-5665					Firefighting supplies
					Passport tags
	2017-1168 Total:	11.25			
	Eagle Engraving Total:	11.25			
Emcor Services Team Mechanical Inc					
EMCOR					
9300023674	3/15/2017	498.48	0.00	04/18/2017	
101-420-511-5405					R&M - buildings
					Filters & repair for PD unit

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

9300023674 Total:		498.48		
-------------------	--	--------	--	--

Emcor Services Team Mec		498.48		
-------------------------	--	--------	--	--

ESRI				
ESRI				
93267782	3/23/2017	1,100.00	0.00	04/18/2017
101-250-511-5340 Maintenance Agreement Expen				ArcGIS Online
93267782	3/23/2017	1,100.00	0.00	04/18/2017
660-610-519-5340 Maintenance Agreement Expen				ArcGIS Online

93267782 Total:		2,200.00		
-----------------	--	----------	--	--

93267894	3/23/2017	1,250.00	0.00	04/18/2017
101-250-511-5330 Data processing				ArcGIS Online
93267894	3/23/2017	1,250.00	0.00	04/18/2017
660-610-519-5330 Data processing				ArcGIS Online

93267894 Total:		2,500.00		
-----------------	--	----------	--	--

ESRI Total:		4,700.00		
-------------	--	----------	--	--

Foreman, Larry				
fore				
8268	3/27/2017	12.15	0.00	04/18/2017
660-000-110-1230 Water customer receivables				Property sold/Water refund

8268 Total:		12.15		
-------------	--	-------	--	--

Foreman, Larry Total:		12.15		
-----------------------	--	-------	--	--

Galassi, Robert				
GALASSI				
032917	3/29/2017	3,910.00	0.00	04/18/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	032917 Total:	3,910.00			
	Galassi, Robert Total:	3,910.00			
Garvey, Diane					
GARVEY					
3242017	3/24/2017	663.50	0.00	04/18/2017	
205-503-515-5270	Purchased program services				Fitness Winter Session
	3242017 Total:	663.50			
	Garvey, Diane Total:	663.50			
Golf Mill Ford					
GOLFMILL					
414904P	3/17/2017	75.12	0.00	04/18/2017	
101-300-512-5480	R&M - vehicles				Bolts for Squad #211
	414904P Total:	75.12			
415061P	3/17/2017	13.22	0.00	04/18/2017	
101-300-512-5480	R&M - vehicles				Gasket for Squad #211
	415061P Total:	13.22			
	Golf Mill Ford Total:	88.34			
Grainger					
GRAINGER					
9389068280	3/17/2017	31.20	0.00	04/18/2017	
101-350-512-5730	Program supplies				Eye wash solution
	9389068280 Total:	31.20			
9389068298	3/17/2017	21.23	0.00	04/18/2017	
101-350-512-5730	Program supplies				Eye wash refill kit

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
9389068298 Total:		21.23			
9396134604	3/24/2017	65.82	0.00	04/18/2017	V-Belt for Compressor
101-440-513-5730 Program supplies					
9396134604 Total:		65.82			
9396134612	3/24/2017	8.54	0.00	04/18/2017	Shop shears right hand
101-440-513-5730 Program supplies					
9396134612 Total:		8.54			
Grainger Total:		126.79			
HMO Healthcare Service Corporation					
HMO					
03172017	3/17/2017	12,212.62	0.00	04/18/2017	Employee Health Insurance/April, 2017
102-000-210-2027 Health insurance premium with					
03172017 Total:		12,212.62			
HMO Healthcare Service C		12,212.62			
Impact Networking, LLC					
IMPACT					
S0144123ADV	3/13/2017	179.84	0.00	04/18/2017	Community Center copier
205-571-515-5730 Program supplies					
S0144123ADV Total:		179.84			
Impact Networking, LLC T		179.84			
Johnstone Supply					
JOHNSTON					
1024541A	3/7/2017	81.86	0.00	04/18/2017	Facility rental ignitor for outdoor paint removal
205-571-515-5535 Facility rental					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

1024541A Total:		81.86		
-----------------	--	-------	--	--

Johnstone Supply Total:		81.86		
-------------------------	--	-------	--	--

Lawson Products Inc  
LAWSNPRO

9304767466	3/6/2017	21.44	0.00	04/18/2017
101-410-511-5730 Program supplies				Shop supplies
9304767466	3/10/2017	-8.18	0.00	04/18/2017
101-410-511-5730 Program supplies				Credit memo

9304767466 Total:		13.26		
-------------------	--	-------	--	--

930477965	3/9/2017	38.54	0.00	04/18/2017
101-410-511-5730 Program supplies				Shop supplies

930477965 Total:		38.54		
------------------	--	-------	--	--

9500165257	3/10/2017	-20.59	0.00	04/18/2017
101-410-511-5730 Program supplies				Credit memo

9500165257 Total:		-20.59		
-------------------	--	--------	--	--

Lawson Products Inc Total		31.21		
---------------------------	--	-------	--	--

Leavitt, Harice  
LEAVITTH

2016UTR	3/30/2017	51.60	0.00	04/18/2017
101-000-410-4050 Utility tax - electric				2016 Utility tax rebate
2016UTR	3/30/2017	38.35	0.00	04/18/2017
101-000-410-4055 Utility tax - natural gas				2016 Utility tax rebate
2016UTR	3/30/2017	24.48	0.00	04/18/2017
101-000-410-4060 Telecommunications tax				2016 Utility tax rebate

2016UTR Total:		114.43		
----------------	--	--------	--	--

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	Leavitt, Harice Total:	114.43			
Lou Malnati's LOUMA E242774	3/21/2017	230.45	0.00	04/18/2017	
101-100-511-5840 Meals					Dinner/Village Board meeting - 3/21/2017
	E242774 Total:	230.45			
	Lou Malnati's Total:	230.45			
McKenna Automotive MCKENNA 15039	3/22/2017	35.24	0.00	04/18/2017	
101-440-513-5730 Program supplies					Grease for Stump grinder
	15039 Total:	35.24			
	McKenna Automotive Tota	35.24			
North Suburban NORTHSUB 473-122836	3/23/2017	11.99	0.00	04/18/2017	
101-440-513-5480 R&M - vehicles					Fin Straightener for Sweeper #2
	473-122836 Total:	11.99			
473-122926	3/24/2017	85.95	0.00	04/18/2017	
101-440-513-5480 R&M - vehicles					Flasher for Sweeper #2
	473-122926 Total:	85.95			
473-123163	3/27/2017	29.97	0.00	04/18/2017	
101-440-513-5480 R&M - vehicles					Head lamps for Sweeper #2
	473-123163 Total:	29.97			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
North Suburban Total:		127.91			
Planned Forest Solutions LLC					
PLANNED					
168236	3/28/2017	684.00	0.00	04/18/2017	
101-400-511-5039	Other contract labor				Nuisance tree removal permits, tree removal permits
168236 Total:		684.00			
Planned Forest Solutions L		684.00			
Psisteria Greek Tavern					
PSIS					
69	3/7/2017	195.00	0.00	04/18/2017	
101-100-511-5840	Meals				Dinner for March 7th Village Board meeting
69 Total:		195.00			
Psisteria Greek Tavern Tota		195.00			
Rainbow Farm					
RAINBOWF					
34504	3/29/2017	700.00	0.00	04/18/2017	
101-440-513-5599	Other Contractual				Logs hauled
34504 Total:		700.00			
Rainbow Farm Total:		700.00			
Sitelis, Maria					
SITE LIS					
3242017	3/24/2017	365.40	0.00	04/18/2017	
205-503-515-5270	Purchased program services				Fitness Winter session

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	3242017 Total:	365.40			
	Sitelis, Maria Total:	365.40			
The Blue Line THEBLUEL 35253	3/31/2017	298.00	0.00	04/18/2017	
101-200-511-5510 Advertising					Records clerk listing
	35253 Total:	298.00			
	The Blue Line Total:	298.00			
The Peace School THEPEACE 766	3/24/2017	775.60	0.00	04/18/2017	
205-503-515-5270 Purchased program services					Peace Yoga Winter Session
	766 Total:	775.60			
	The Peace School Total:	775.60			
Transchicago Truck Group TRANSCHI 1800130	3/21/2017	724.93	0.00	04/18/2017	
101-440-513-5480 R&M - vehicles					Gasket, hydraulic valve for Sweeper
	1800130 Total:	724.93			
	Transchicago Truck Group	724.93			
Washburn Machinery WASHBURN 116760	3/27/2017	916.56	0.00	04/18/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-350-512-5499 R&M - other					Repairs for wash machine
116760 Total:		916.56			
Washburn Machinery Total		916.56			
West Side Tractor Sales WESTSIDE					
S44298	3/24/2017	41.83	0.00	04/18/2017	
101-440-513-5480 R&M - vehicles					O-ring, elbow, hose for Sweeper
S44298 Total:		41.83			
S44435	3/29/2017	63.80	0.00	04/18/2017	
101-440-513-5480 R&M - vehicles					Fuel pump, gasket for Sweeper
S44435 Total:		63.80			
West Side Tractor Sales To		105.63			
Work' N Gear, LLC WRKNGEAR					
HA75904	3/13/2017	231.99	0.00	04/18/2017	
660-620-519-5070 Uniform allowance					Clothing allowance
HA75904 Total:		231.99			
HA75905	3/13/2017	95.99	0.00	04/18/2017	
660-620-519-5070 Uniform allowance					Clothing allowance
HA75905 Total:		95.99			
HA75916	3/13/2017	189.97	0.00	04/18/2017	
660-620-519-5070 Uniform allowance					Clothing allowance
HA75916 Total:		189.97			
Work' N Gear, LLC Total:		517.95			



# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 04/10/2017 - 3:51PM  
Batch: 00202.04.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Averus					
AVERIS					
946151	3/28/2017	33.00	0.00	04/18/2017	
101-350-512-5499 R&M - other					Baffles for suppression system
946151 Total:		33.00			
Averus Total:		33.00			
Cassidy Tire					
CASSIDYT					
6181484	3/16/2017	85.00	0.00	04/18/2017	
101-300-512-5480 R&M - vehicles					Alignment for Squad #215
6181484 Total:		85.00			
Cassidy Tire Total:		85.00			
City Welding Sales & Services					
CITYWELD					
47685	3/8/2017	57.30	0.00	04/18/2017	
660-620-519-5730 Program supplies					Two CO2 cylinder refills
47685 Total:		57.30			
City Welding Sales & Serv		57.30			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Detroit Salt Company					
DETROIT					
65415	3/24/2017	2,782.45	0.00	04/18/2017	
101-440-513-5766	Street materials - salt & sand				Salt for snow removal
65415 Total:		2,782.45			
Detroit Salt Company Total:		2,782.45			
Grossinger Autoplex					
GROSSING					
319283CDR	3/20/2017	29.00	0.00	04/18/2017	
101-300-512-5480	R&M - vehicles				Seal kit for Squad #33
319283CDR Total:		29.00			
Grossinger Autoplex Total:		29.00			
Hawkins, Inc.					
HAWKINS					
4012933	1/19/2017	816.29	0.00	04/18/2017	
660-620-519-5730	Program supplies				Lower Mount
4012933 Total:		816.29			
Hawkins, Inc. Total:		816.29			
Heritage Crystal Clean, LLC					
HERITAGE					
14494828	3/16/2017	92.81	0.00	04/18/2017	
101-440-513-5675	Lubricants & fluids				Anti-freeze and 50/50 for PW Trucks
14494828	3/16/2017	92.81	0.00	04/18/2017	
660-620-519-5675	Lubricants & fluids				Anti-freeze and 50/50 for PW Trucks
14494828	3/16/2017	92.81	0.00	04/18/2017	
205-430-515-5675	Lubricants & fluids				Anti-freeze and 50/50 for PW Trucks
14494828	3/16/2017	92.81	0.00	04/18/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
101-410-511-5675	Lubricants and Fluids			Anti-freeze and 50/50 for PW Trucks
	14494828 Total:	371.24		
	Heritage Crystal Clean, LL	371.24		
IL Municipal Retirement Fund				
ZZIMRF				
032817	3/28/2017	43,412.88	0.00	04/18/2017
	102-000-210-2023 Employee IMRF withholding			Monthly Employer
032817	3/28/2017	224.33	0.00	04/18/2017
	101-100-511-5130 Employer IMRF			Monthly Employee
032817	3/28/2017	3,337.94	0.00	04/18/2017
	101-200-511-5130 Employer IMRF			Monthly Employee
032817	3/28/2017	2,284.48	0.00	04/18/2017
	101-210-511-5130 Employer IMRF			Monthly Employee
032817	3/28/2017	1,622.18	0.00	04/18/2017
	101-240-517-5130 Employer IMRF			Monthly Employee
032817	3/28/2017	2,294.82	0.00	04/18/2017
	101-300-512-5130 Employer IMRF			Monthly Employee
032817	3/28/2017	510.11	0.00	04/18/2017
	101-350-512-5130 Employer IMRF			Monthly Employee
032817	3/28/2017	898.06	0.00	04/18/2017
	101-400-511-5130 Employer IMRF			Monthly Employee
032817	3/28/2017	1,104.19	0.00	04/18/2017
	101-410-511-5130 Employer IMRF			Monthly Employee
032817	3/28/2017	616.36	0.00	04/18/2017
	101-420-511-5130 Employer IMRF			Monthly Employee
032817	3/28/2017	3,432.22	0.00	04/18/2017
	101-440-513-5130 Employer IMRF			Monthly Employee
032817	3/28/2017	4,590.14	0.00	04/18/2017
	205-500-515-5130 Employer IMRF			Monthly Employee
032817	3/28/2017	231.44	0.00	04/18/2017
	215-000-512-5130 Employer IMRF			Monthly Employee
032817	3/28/2017	3,853.73	0.00	04/18/2017
	660-620-519-5130 Employer IMRF			Monthly Employee
032817	3/28/2017	19,128.51	0.00	04/18/2017
	102-000-210-2023 Employee IMRF withholding			Monthly Employee

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
032817 Total:		87,541.39			
IL Municipal Retirement F		87,541.39			
Lowe's Business Acc/GECE					
LOWES					
02897	2/21/2017	7.56	0.00	04/18/2017	205-571-515-5535 Facility rental
					Door installation
02897 Total:		7.56			
Lowe's Business Acc/GEC		7.56			
New Pig Corporation					
NEWPIG					
22157019-00	3/15/2017	220.00	0.00	04/18/2017	101-410-511-5730 Program supplies
					Rags for Shop
22157019-00 Total:		220.00			
New Pig Corporation Total		220.00			
Paramedic Services of Illinois					
PARAMEDI					
5047	4/1/2017	231,048.30	0.00	04/18/2017	101-350-512-5220 Fire protection
					Services rendered for month ended 4/30/2017
5047 Total:		231,048.30			
Paramedic Services of Illin		231,048.30			
Printwell Printing					
PRINTWEL					
50524	3/24/2017	78.00	0.00	04/18/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-400-511-5730 Program supplies					Business cards for PW Director
50524 Total:		78.00			
Printwell Printing Total:		78.00			
Sherwin Williams Co SHERWINW					
9607-1	3/21/2017	33.19	0.00	04/18/2017	
205-571-515-5535 Facility rental					Outdoor railing paint
9607-1 Total:		33.19			
9608-9	3/21/2017	10.30	0.00	04/18/2017	
205-571-515-5535 Facility rental					Outdoor railing paint
9608-9 Total:		10.30			
Sherwin Williams Co Total		43.49			
Site One Landscape Supply SITEONE					
79490941	3/17/2017	1,275.00	0.00	04/18/2017	
205-430-515-5680 Landscaping supplies					Fertilizer for Parks
79490941 Total:		1,275.00			
Site One Landscape Supply		1,275.00			
Standard Equipment Company STANDARD					
C20532	3/7/2017	1,608.11	0.00	04/18/2017	
101-440-513-5480 R&M - vehicles					Belts for Sweeper
C20532 Total:		1,608.11			
C20533	3/9/2017	63.43	0.00	04/18/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
101-440-513-5480 R&M - vehicles					Belt for Sweeper
C20533 Total:		63.43			
C20566	3/10/2017	398.81	0.00	04/18/2017	Switch control module for Sweeper
101-440-513-5480 R&M - vehicles					
C20566 Total:		398.81			
C20592	3/8/2017	413.85	0.00	04/18/2017	Screw, clamp, bushing for Sweeper
101-440-513-5480 R&M - vehicles					
C20592 Total:		413.85			
C20593	3/13/2017	188.54	0.00	04/18/2017	Clamp for Sweeper
101-440-513-5480 R&M - vehicles					
C20593 Total:		188.54			
C20598	3/9/2017	28.26	0.00	04/18/2017	Thermostat for Sweeper
101-440-513-5480 R&M - vehicles					
C20598 Total:		28.26			
C20692	3/10/2017	26.00	0.00	04/18/2017	Lock wash for Sweeper
101-440-513-5480 R&M - vehicles					
C20692 Total:		26.00			
C20752	3/16/2017	1,876.46	0.00	04/18/2017	Dirt shoe, hose for Sweeper
101-440-513-5480 R&M - vehicles					
C20752 Total:		1,876.46			
C20925	3/20/2017	25.28	0.00	04/18/2017	Gasket for Sweeper
101-440-513-5480 R&M - vehicles					
C20925 Total:		25.28			
C21033	3/23/2017	409.97	0.00	04/18/2017	Throttle, filter for Sweeper
101-440-513-5480 R&M - vehicles					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		409.97			
C21033 Total:					
C21035	3/23/2017	90.95	0.00	04/18/2017	Lube filter, fuel, filter
101-440-513-5480 R&M - vehicles					
		90.95			
C21035 Total:					
		5,129.66			
Standard Equipment Comp					
Traffic Control & Protection					
TRAFFICC					
89212	3/22/2017	546.60	0.00	04/18/2017	Signs
101-440-513-5768 Street materials - signs & bar					
		546.60			
89212 Total:					
		546.60			
Traffic Control & Protectio					
Vermeer-Illinois Inc					
VRMERIL					
PA7629	3/20/2017	850.15	0.00	04/18/2017	Slide, rope fiber, winch for Chipper
101-440-513-5480 R&M - vehicles					
		850.15			
PA7629 Total:					
PA7743	3/22/2017	45.35	0.00	04/18/2017	Ignition switch for Chipper
101-440-513-5480 R&M - vehicles					
		45.35			
PA7743 Total:					
PA7944	3/27/2017	61.25	0.00	04/18/2017	Relay for Chipper
101-440-513-5480 R&M - vehicles					
		61.25			
PA7944 Total:					
		956.75			
Vermeer-Illinois Inc Total:					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Welding Supply Inc.				
WELDINGS				
800508	2/28/2017	11.66	0.00	04/18/2017
205-571-515-5730 Program supplies				Helium tank - February rental fee
800508	2/28/2017	6.16	0.00	04/18/2017
101-350-512-5730 Program supplies				Argon tank - February rental fee
800508 Total:		17.82		
800941	3/31/2017	13.64	0.00	04/18/2017
205-571-515-5730 Program supplies				Helium tank - March rental fee
800941	3/31/2017	6.82	0.00	04/18/2017
101-350-512-5730 Program supplies				Argon tank - March rental fee
800941 Total:		20.46		
Welding Supply Inc. Total:		38.28		
Woodward Printing Services				
WOODWARD				
44011	3/30/2017	2,930.00	0.00	04/18/2017
205-500-515-5560 Printing & copying services				Printing of Winter/Spring brochure
44011 Total:		2,930.00		
Woodward Printing Service		2,930.00		
Report Total:		333,989.31		

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 04/10/2017 - 3:51PM  
Batch: 00203.04.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Creative				
CREAT				
215228	12/21/2016	258.95	0.00	04/18/2017
205-504-515-5270				Purchased program services Clothing - Parks Dept
215228	12/21/2016	332.30	0.00	04/18/2017
101-400-511-5730				Program supplies Clothing - PW
	215228 Total:	591.25		
	Creative Total:	591.25		
D'Original Juzz Dance Group				
DORIGINA				
4032017	4/3/2017	1,918.00	0.00	04/18/2017
205-503-515-5270				Purchased program services March 2017 Collected Drop In
	4032017 Total:	1,918.00		
	D'Original Juzz Dance Gro	1,918.00		
Eterno Attorney at Law, David				
ETERNO				
11913	4/4/2017	37.50	0.00	04/18/2017
101-230-511-5399				Other professional services Off Site docket review
11913	4/4/2017	600.00	0.00	04/18/2017
101-230-511-5399				Other professional services On Site hearings

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	11913 Total:	637.50			
	Eterno Attorney at Law, D	637.50			
Fitness Factory Outlet FITNESSF 1413081	3/22/2017	3,427.56	0.00	04/18/2017	
101-300-512-5730 Program supplies					Fitness Equipment for Police/Fire Depts
	1413081 Total:	3,427.56			
1414401	3/24/2017	179.00	0.00	04/18/2017	
101-300-512-5730 Program supplies					Fitness Equipment for Police/Fire Depts
	1414401 Total:	179.00			
	Fitness Factory Outlet Total	3,606.56			
Galls Incorporated GALLS 7230947	3/24/2017	140.07	0.00	04/18/2017	
101-300-512-5070 Uniform allowance					Uniform items
	7230947 Total:	140.07			
7267460	3/30/2017	121.69	0.00	04/18/2017	
101-300-512-5070 Uniform allowance					Uniform items
	7267460 Total:	121.69			
7267814	3/30/2017	67.19	0.00	04/18/2017	
101-300-512-5070 Uniform allowance					Uniform items
	7267814 Total:	67.19			
7274855	3/31/2017	230.99	0.00	04/18/2017	
101-300-512-5070 Uniform allowance					Uniform items

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	7274855 Total:	230.99		
	Galls Incorporated Total:	559.94		
Garcia, Zoila Flor GARCIZOI 040417	4/4/2017	240.00	0.00	04/18/2017
205-000-210-2430 Parks and Rees Control Deposi				Refund - Class
	040417 Total:	240.00		
	Garcia, Zoila Flor Total:	240.00		
Golf Mill Ford GOLFMILL 712304	3/23/2017	100.00	0.00	04/18/2017
101-300-512-5480 R&M - vehicles				Misc Auto parts
	712304 Total:	100.00		
	Golf Mill Ford Total:	100.00		
Got Laundry Chicago?, Inc. GOTLAUND N30043	2/16/2017	31.00	0.00	04/18/2017
101-300-512-5730 Program supplies				Dry Clean cell blankets
	N30043 Total:	31.00		
N300434	3/2/2017	13.00	0.00	04/18/2017
101-300-512-5730 Program supplies				Dry Clean cell blankets
	N300434 Total:	13.00		
N300663	3/9/2017	19.00	0.00	04/18/2017
101-300-512-5730 Program supplies				Dry Clean cell blankets

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	N300663 Total:	19.00			
N300891	3/16/2017	43.00	0.00	04/18/2017	Dry Clean cell blankets
	101-300-512-5730 Program supplies				
	N300891 Total:	43.00			
N301084	3/23/2017	25.00	0.00	04/18/2017	Dry Clean cell blankets
	101-300-512-5730 Program supplies				
	N301084 Total:	25.00			
N301289	3/30/2017	13.00	0.00	04/18/2017	Dry Clean cell blankets
	101-300-512-5730 Program supplies				
	N301289 Total:	13.00			
	Got Laundry Chicago?, Inc	144.00			
Gutstein, Kari					
GUTSTEIN					
04032017	4/3/2017	523.00	0.00	04/18/2017	Refund - Camp
	205-000-210-2430 Parks and Recs Control Deposi				
	04032017 Total:	523.00			
	Gutstein, Kari Total:	523.00			
Illinois Association of Code Enforcement					
ILLINO					
IACE040517	4/5/2017	35.00	0.00	04/18/2017	Quarterly training session
	101-300-512-5590 Training				
	IACE040517 Total:	35.00			
	Illinois Association of Cod	35.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Illinois Association of Property & Evidence Mgrs					
ILLASSN					
10220	3/29/2017	375.00	0.00	04/18/2017	
101-300-512-5810	Conference & meeting registrat				IAPEM 2017 Training Conference
	10220 Total:	375.00			
10221	3/29/2017	375.00	0.00	04/18/2017	
101-300-512-5810	Conference & meeting registrat				IAPEM 2017 Training Conference
	10221 Total:	375.00			
	Illinois Association of Prop	750.00			
JG Uniforms Inc					
JGUNIFOR					
15919	3/17/2017	16.25	0.00	04/18/2017	
101-300-512-5070	Uniform allowance				Cover for bulletproof vest
	15919 Total:	16.25			
16304	3/27/2017	110.90	0.00	04/18/2017	
101-300-512-5070	Uniform allowance				Cover for bulletproof vest
	16304 Total:	110.90			
	JG Uniforms Inc Total:	127.15			
Kaplan, Barbara					
KAPLANBA					
040417	4/4/2017	225.00	0.00	04/18/2017	
205-000-210-2430	Parks and Recs Control Deposi				Refund - Hamilton
	040417 Total:	225.00			
	Kaplan, Barbara Total:	225.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Loeber Motors, Incorporated					
LOEBER					
040516	4/5/2017	128,051.31	0.00	04/18/2017	
101-240-517-5911	Sales Tax Sharing Agreements				Sales Tax Sharing Agreement 2016 payment
	040516 Total:	128,051.31			
	Loeber Motors, Incorporat	128,051.31			
Lund Industries					
LUNDIND					
87811	3/23/2017	644.00	0.00	04/18/2017	
101-300-512-5480	R&M - vehicles				Replace Siren/Switching system
	87811 Total:	644.00			
87812	3/23/2017	75.00	0.00	04/18/2017	
101-300-512-5480	R&M - vehicles				Remove and replace backup battery
	87812 Total:	75.00			
87813	3/23/2017	75.00	0.00	04/18/2017	
101-300-512-5480	R&M - vehicles				Remove and replace backup battery
	87813 Total:	75.00			
87814	3/23/2017	75.00	0.00	04/18/2017	
101-300-512-5480	R&M - vehicles				Remove and replace backup battery
	87814 Total:	75.00			
87815	3/23/2017	55.79	0.00	04/18/2017	
101-300-512-5480	R&M - vehicles				Replace alley light halogen bulb
	87815 Total:	55.79			
	Lund Industries Total:	924.79			

Marc Printing

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
MARCP 111022	3/22/2017	278.94	0.00	04/18/2017
660-610-519-5720 Postage				Mailing of water bills for March 2017
	111022 Total:	278.94		
111039	3/27/2017	172.59	0.00	04/18/2017
660-610-519-5720 Postage				Laser water bill paper
	111039 Total:	172.59		
	Marc Printing Total:	451.53		
Motorola MOTOROLA 13154965	3/21/2017	262.89	0.00	04/18/2017
101-300-512-5730 Program supplies				Replacement batteries for Police radios
	13154965 Total:	262.89		
	Motorola Total:	262.89		
Neberieza, Jennifer NEBERIEZ 04032017	4/3/2017	2,694.00	0.00	04/18/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Camp
	04032017 Total:	2,694.00		
	Neberieza, Jennifer Total:	2,694.00		
North Suburban Employee Benefit NSEBENEF March,2017	4/4/2017	96,939.00	0.00	04/18/2017
102-000-210-2027 Health insurance premium with				Health Insurance PPO - March 2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
March,2017 Total:		96,939.00			
North Suburban Employee		96,939.00			
Northwest Police Academy					
NWPDACAD					
NWPA020917	3/9/2017	75.00	0.00	04/18/2017	101-300-512-5590 Training
					Just Cause & Other Issues/training
NWPA020917 Total:		75.00			
NWPA030917	3/9/2017	75.00	0.00	04/18/2017	101-300-512-5590 Training
					Recent Case Law & Civil Liability/training
NWPA030917 Total:		75.00			
Northwest Police Academy		150.00			
Sam's Club					
SAMSCCL					
0498	4/6/2017	88.57	0.00	04/18/2017	101-300-512-5730 Program supplies
					Cake for Employee last day
0498 Total:		88.57			
Sam's Club Total:		88.57			
The Sidwell Co					
THESIDWE					
106455	2/28/2017	7,132.00	0.00	04/18/2017	101-250-511-5330 Data processing
					Accela Implementation Services/Land and License module
106455 Total:		7,132.00			
106833	3/31/2017	5,504.00	0.00	04/18/2017	101-250-511-5330 Data processing
					Accela Implementation Services/Land and License module

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
106833 Total:		5,504.00			
The Sidwell Co Total:		12,636.00			
TKB Associates, Inc.					
TKB					
12465	3/30/2017	1,038.00	0.00	04/18/2017	
101-250-511-5340 Maintenance Agreemen					Laserfiche Annual Maintenance
12465	3/30/2017	1,600.00	0.00	04/18/2017	
660-610-519-5340 Maintenance Agreemen					Laserfiche Annual Maintenance
12465 Total:		2,638.00			
TKB Associates, Inc. Total		2,638.00			
Trans Union Corp					
TRANSU					
3700524	3/30/2017	60.00	0.00	04/18/2017	
101-300-512-5399 Other professional services					Monthly subscription fee
3700524 Total:		60.00			
Trans Union Corp Total:		60.00			
TransUnion Risk and Alternative					
TRANSUN					
556811033117	4/1/2017	25.00	0.00	04/18/2017	
101-300-512-5399 Other professional services					Online Investigative Database
556811033117 Total:		25.00			
TransUnion Risk and Alter		25.00			

United States Postal Service

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
USPOSTAL				
PB040517	4/5/2017	8.45	0.00	04/18/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB040517	4/5/2017	68.71	0.00	04/18/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB040517	4/5/2017	145.00	0.00	04/18/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB040517	4/5/2017	28.38	0.00	04/18/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB040517	4/5/2017	40.55	0.00	04/18/2017
205-500-515-5720 Postage				Pitney Bowes postage
PB040517	4/5/2017	3.22	0.00	04/18/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB040517	4/5/2017	6.65	0.00	04/18/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB040517	4/5/2017	395.90	0.00	04/18/2017
660-610-519-5720 Postage				Pitney Bowes postage
	PB040517 Total:	696.86		
	United States Postal Servic	696.86		
Village of Skokie				
VILLSKOK				
50957	3/29/2017	61,399.25	0.00	04/18/2017
215-000-512-5599 Other contractual				March E9-1-1 Dispatch Services
	50957 Total:	61,399.25		
50958	3/29/2017	61,399.25	0.00	04/18/2017
215-000-512-5599 Other contractual				April E9-1-1 Dispatch Services
	50958 Total:	61,399.25		
	Village of Skokie Total:	122,798.50		

Wienski, Jesse  
WIENSKI

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
REIM041017AJW	4/10/2017	4.23	0.00	04/18/2017
101-300-512-5820				Local mileage, parking & tolls
				Reimburse Auto usage
	REIM041017AJW Total:	4.23		
REIM041017MJW	4/10/2017	75.00	0.00	04/18/2017
101-300-512-5840				Meals
				Reimburse Meals
	REIM041017MJW Total:	75.00		
	Wienski, Jesse Total:	79.23		
Yun, Rebecca				
YUNREB				
032917	3/29/2017	139.10	0.00	04/18/2017
205-000-110-1010				Payroll Chkg Acct-BOL
				Reissue lost payroll check
	032917 Total:	139.10		
	Yun, Rebecca Total:	139.10		
Zitkus, Colleen				
ZITKUS				
REIM040717CZM	4/7/2017	75.00	0.00	04/18/2017
101-300-512-5840				Meals
				Reimburse Meals
	REIM040717CZM Total:	75.00		
	Zitkus, Colleen Total:	75.00		
	Report Total:	378,167.18		

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 04/12/2017 - 9:13AM  
Batch: 00204.04.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Chicago Tribune					
CHGOTRIB					
4866111	3/30/2017	50.69	0.00	04/18/2017	
101-240-517-5510 Advertising					Ad - Case ZB-03-17
		<hr/>			
4866111 Total:		50.69			
		<hr/>			
Chicago Tribune Total:		50.69			
Devon Lincoln TIF					
DEVONLIN					
040717	4/7/2017	250,000.00	0.00	04/18/2017	
217-000-920-8050 Transfer to Devon/Lincoln					Transfer funds to Devon/Lincoln TIF
		<hr/>			
040717 Total:		250,000.00			
		<hr/>			
Devon Lincoln TIF Total:		250,000.00			
FSCI Corporate Office					
FSCI					
2017-227	3/1/2017	235.00	0.00	04/18/2017	
101-240-517-5399 Other professional services					March 2017 Plan review
		<hr/>			
2017-227 Total:		235.00			
2017-253	3/6/2017	440.00	0.00	04/18/2017	
101-240-517-5399 Other professional services					March 2017 Plan review

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	2017-253 Total:	440.00		
2017-362	3/13/2017	190.00	0.00	04/18/2017
101-240-517-5399	Other professional services			March 2017 Plan review
	2017-362 Total:	190.00		
2017-415R	3/9/2017	210.00	0.00	04/18/2017
101-240-517-5399	Other professional services			March 2017 Plan review
	2017-415R Total:	210.00		
2017-416	3/21/2017	440.00	0.00	04/18/2017
101-240-517-5399	Other professional services			March 2017 Plan review
	2017-416 Total:	440.00		
	FSCI Corporate Office Tot	1,515.00		
Great Lakes Coca Cola Distribution				
GREATLAC				
728205980	3/29/2017	348.13	0.00	04/18/2017
101-210-511-5700	Office supplies			Pop for PW pop machine
	728205980 Total:	348.13		
	Great Lakes Coca Cola Dis	348.13		
ICSC				
ICSC				
1638488	3/17/2017	100.00	0.00	04/18/2017
101-200-511-5570	Professional associations			Subscription renewal ICSC
	1638488 Total:	100.00		
	ICSC Total:	100.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Impact Networking, LLC					
IMPACT					
779422	2/7/2017	166.50	0.00	04/18/2017	
660-610-519-5340 Maintenance Agreement Expen					Copier - Public Works
779422	2/7/2017	166.50	0.00	04/18/2017	
205-500-515-5440 R&M - office equipment					Copier - Parks
779422	2/7/2017	166.50	0.00	04/18/2017	
101-000-210-2650 Contractor Permits Payable					Copier - Fire
779422	2/7/2017	499.50	0.00	04/18/2017	
101-210-511-5440 R&M - office equipment					Copier - PD, Finance
	779422 Total:	999.00			
7916444	3/3/2017	81.50	0.00	04/18/2017	
101-210-511-5440 R&M - office equipment					Shipping Fees/Toner for copier
	7916444 Total:	81.50			
793170	3/7/2017	499.50	0.00	04/18/2017	
101-210-511-5440 R&M - office equipment					Copier - PD, Finance
793170	3/7/2017	166.50	0.00	04/18/2017	
101-000-210-2650 Contractor Permits Payable					Copier - Fire
793170	3/7/2017	166.50	0.00	04/18/2017	
205-500-515-5440 R&M - office equipment					Copier - Parks
793170	3/7/2017	166.50	0.00	04/18/2017	
660-610-519-5340 Maintenance Agreement Expen					Copier - Public Works
	793170 Total:	999.00			
810208	4/7/2017	166.50	0.00	04/18/2017	
660-610-519-5340 Maintenance Agreement Expen					Copier - Public Works
810208	4/7/2017	166.50	0.00	04/18/2017	
205-500-515-5440 R&M - office equipment					Copier - Parks
810208	4/7/2017	166.50	0.00	04/18/2017	
101-000-210-2650 Contractor Permits Payable					Copier - Fire
810208	4/7/2017	499.50	0.00	04/18/2017	
101-210-511-5440 R&M - office equipment					Copier - PD, Finance
	810208 Total:	999.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Impact Networking, LLC T	3,078.50		
Maine-Niles Association of Special Recreation				
MNASR				
16-244	4/3/2017	971.36	0.00	04/18/2017
	205-580-515-5270 Purchased program services			Inclusion Services for March B 2017
	16-244 Total:	971.36		
	Maine-Niles Association o	971.36		
Marc Printing				
MARCP				
Cycle3&4	4/7/2017	795.24	0.00	04/18/2017
	660-610-519-5720 Postage			Mailing of Water bills Cycle 3 & 4
	Cycle3&4 Total:	795.24		
	Marc Printing Total:	795.24		
Printwell Printing				
PRINTWEL				
50603	4/6/2017	60.00	0.00	04/18/2017
	101-100-511-5560 Printing & copying services			Business Cards - Trustee
	50603 Total:	60.00		
	Printwell Printing Total:	60.00		
Sportsfields, Inc.				
SPORTFID				
217136	4/5/2017	3,300.10	0.00	04/18/2017
	205-430-515-5470 R&M - Recreation equipment			Ballfield maintenance supplies

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	217136 Total:	3,300.10		
	Sportsfields, Inc. Total:	3,300.10		
T.P.I. Building Code Consultants, Inc.				
TPI				
201703	2/28/2017	12,080.25	0.00	04/18/2017
	101-240-517-5399 Other professional services			March 2017 Plan review
201703	2/28/2017	10,753.50	0.00	04/18/2017
	101-240-517-5399 Other professional services			March 2017 In House
	201703 Total:	22,833.75		
	T.P.I. Building Code Cons	22,833.75		
Turry, Gerald				
TURRYJ				
040717	4/7/2017	2,000.00	0.00	04/18/2017
	460-000-561-6350 Sewer Fund			Sewer reimbursement program
	040717 Total:	2,000.00		
	Turry, Gerald Total:	2,000.00		
Warehouse Direct				
WAREHOUS				
3389939-0	2/27/2017	160.92	0.00	04/18/2017
	101-350-512-5700 Office supplies			Office supplies
	3389939-0 Total:	160.92		
3396695-0	3/3/2017	74.52	0.00	04/18/2017
	101-350-512-5700 Office supplies			Office supplies
	3396695-0 Total:	74.52		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
3398359-0	3/7/2017	149.04	0.00	04/18/2017
101-350-512-5700				Office supplies
	3398359-0 Total:	149.04		
3401991-0	3/8/2017	367.95	0.00	04/18/2017
101-210-511-5700				Office supplies
	3401991-0 Total:	367.95		
3403464-0	3/9/2017	198.45	0.00	04/18/2017
205-500-515-5700				Office supplies
	3403464-0 Total:	198.45		
3412902-0	3/16/2017	353.80	0.00	04/18/2017
101-210-511-5700				Office supplies
	3412902-0 Total:	353.80		
3418771-0	3/22/2017	206.99	0.00	04/18/2017
101-300-512-5730				Program supplies
	3418771-0 Total:	206.99		
3426061-0	3/28/2017	99.06	0.00	04/18/2017
101-300-512-5730				Program supplies
	3426061-0 Total:	99.06		
3430398-0	3/31/2017	16.59	0.00	04/18/2017
101-350-512-5700				Office supplies
	3430398-0 Total:	16.59		
3430399-0	3/31/2017	127.77	0.00	04/18/2017
101-350-512-5700				Office supplies
	3430399-0 Total:	127.77		
3430400-0	3/31/2017	141.58	0.00	04/18/2017
101-240-517-5700				Office supplies

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

---

3430400-0 Total:		141.58		
------------------	--	--------	--	--

Warehouse Direct Total:		1,896.67		
-------------------------	--	----------	--	--

Report Total:		286,949.44		
---------------	--	------------	--	--

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 04/12/2017 - 10:01AM  
Batch: 00205.04.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
303 Taxi					
303					
39021	4/3/2017	12.00	0.00	04/18/2017	
205-570-515-5280					Subsidized taxi program March taxi coupons
	39021 Total:	12.00			
	303 Taxi Total:	12.00			
Airgas USA LLC					
AIRGAS					
9943645767	3/31/2017	291.81	0.00	04/18/2017	
101-350-512-5730					Program supplies Oxygen cylinders for ambulances
	9943645767 Total:	291.81			
	Airgas USA LLC Total:	291.81			
Arrow International, Inc.					
ARROINT					
94720862	3/31/2017	303.86	0.00	04/18/2017	
101-350-512-5730					Program supplies EZ-IO power driver
	94720862 Total:	303.86			
	Arrow International, Inc. T	303.86			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Bound Tree Medical, LLC					
BOUND					
82451496	3/30/2017	351.73	0.00	04/18/2017	
101-350-512-5730	Program supplies				Glucose strips, defibrilator pads, seals
	82451496 Total:	351.73			
82453006	3/31/2017	103.96	0.00	04/18/2017	
101-350-512-5730	Program supplies				Defibrilator pads
	82453006 Total:	103.96			
	Bound Tree Medical, LLC	455.69			
Brozville Graphics					
BROZVILL					
B0073	4/6/2017	75.00	0.00	04/18/2017	
101-350-512-5560	Printing & copying services				Business cards
	B0073 Total:	75.00			
	Brozville Graphics Total:	75.00			
Canon Solutions America, Inc					
CANONSOL					
9888338/96	3/31/2017	341.96	0.00	04/18/2017	
101-210-511-5440	R&M - office equipment				Maintenance for plotter - March
	9888338/96 Total:	341.96			
988842099	4/4/2017	271.67	0.00	04/18/2017	
101-210-511-5440	R&M - office equipment				Maintenance for plotter - April
	988842099 Total:	271.67			
	Canon Solutions America,	613.63			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Chicago Metropolitan Fire Prevention Co.				
CHGOMETR				
154908	3/31/2017	375.00	0.00	04/18/2017
215-000-512-5599 Other contractual				Reprogram wireless radio alarm to Skokie
	154908 Total:	375.00		
154909	3/31/2017	375.00	0.00	04/18/2017
215-000-512-5599 Other contractual				Reprogram wireless radio alarm to Skokie
	154909 Total:	375.00		
154914	3/31/2017	375.00	0.00	04/18/2017
215-000-512-5599 Other contractual				Reprogram wireless radio alarm to Skokie
	154914 Total:	375.00		
	Chicago Metropolitan Fire	1,125.00		
City of Chicago Dept of Water				
CTYOFCHI				
430882-430882	4/7/2017	57.04	0.00	04/18/2017
660-620-519-5790 Water purchases				Water - 2/1/17-3/14/17
	430882-430882 Total:	57.04		
430883-430883	4/7/2017	80,797.16	0.00	04/18/2017
660-620-519-5790 Water purchases				Water - 2/1/17-3/14/17
	430883-430883 Total:	80,797.16		
430884-430884	4/7/2017	71,043.32	0.00	04/18/2017
660-620-519-5790 Water purchases				Water - 2/1/17-3/14/17
	430884-430884 Total:	71,043.32		
	City of Chicago Dept of W	151,897.52		
Communications Direct Inc				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
COMDIR				
SR111811	3/31/2017	408.00	0.00	04/18/2017
101-350-512-5410 R&M - communications equipm				Portable radio repair
	SR111811 Total:	408.00		
	Communications Direct Inc	408.00		
Ecolab				
ECOLAB				
5219252	4/4/2017	399.82	0.00	04/18/2017
101-350-512-5799 Other materials & supplies				Laundry soap
	5219252 Total:	399.82		
	Ecolab Total:	399.82		
Fire Service Inc.				
FIRESERV				
12071	9/28/2016	222.46	0.00	04/18/2017
101-350-512-5740 Repair parts				Circuit breaker
	12071 Total:	222.46		
12888	3/16/2017	90.36	0.00	04/18/2017
101-350-512-5740 Repair parts				LED light
	12888 Total:	90.36		
	Fire Service Inc. Total:	312.82		
Fleet Safety Supply				
FLEETS				
67587	3/29/2017	494.78	0.00	04/18/2017
101-350-512-5740 Repair parts				LED lights

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
67587 Total:		494.78			
Fleet Safety Supply Total:		494.78			
Grossinger Hyundai					
GROSSHYU					
04112017	4/11/2017	42,571.00	0.00	04/18/2017	
101-240-517-5911 Sales Tax Sharing Agreements					Hyundai Sales tax sharing agreement 2016
04112017 Total:		42,571.00			
Grossinger Hyundai Total:		42,571.00			
Jake the Striper					
JAKETHES					
15871	4/6/2017	75.00	0.00	04/18/2017	
101-350-512-5730 Program supplies					RIT decal
15871 Total:		75.00			
Jake the Striper Total:		75.00			
Kosir, Silvia					
KOSIR					
041017	4/10/2017	110.00	0.00	04/18/2017	
205-000-210-2430 Parks and Recs Control Deposi					Refund - Class
041017 Total:		110.00			
Kosir, Silvia Total:		110.00			
Lionheart Critical Power Specialists, Inc.					
LIONHEAR					
261	3/29/2017	1,652.00	0.00	04/18/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-350-512-5405 R&M - buildings					Generator repairs
261 Total:		1,652.00			
Lionheart Critical Power S		1,652.00			
Pitney Bowes PITNEYBO 3101155321	3/31/2017	262.26	0.00	04/18/2017	Rental fees March 30 thru April 29
101-210-511-5440 R&M - office equipment					
3101155321 Total:		262.26			
Pitney Bowes Total:		262.26			
Trizetto Provider Solutions TRIZETTO 7108041700	4/1/2017	172.44	0.00	04/18/2017	Claims transaction fee for ambulance
101-000-410-4315 Ambulance & EMS fees					
7108041700 Total:		172.44			
Trizetto Provider Solutions		172.44			
Warehouse Direct WAREHOUS 3436662-0	4/6/2017	345.65	0.00	04/18/2017	Office supplies
101-350-512-5700 Office supplies					
3436662-0 Total:		345.65			
3437458-0	4/6/2017	76.41	0.00	04/18/2017	Office supplies
660-610-519-5700 Office supplies					
3437458-0 Total:		76.41			
3437485-0	4/6/2017	243.41	0.00	04/18/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

101-210-511-5700	Office supplies			Office supplies
------------------	-----------------	--	--	-----------------

3437485-0 Total:		243.41		
------------------	--	--------	--	--

Warehouse Direct Total:		665.47		
-------------------------	--	--------	--	--

Report Total:		201,898.10		
---------------	--	------------	--	--



## *Proclamation*

**WHEREAS**, Trees provide environmental benefits, including reduced erosion, decreased heating costs, moderated temperatures, improved air quality, and developed wildlife habitat; and

**WHEREAS**, Trees provide a renewable resource benefit by providing paper for our books, wood for our homes, and fire for our hearth; and

**WHEREAS**, Trees provide an economic benefit by increasing property value, enhancing the vitality of business districts, and beautifying our communities; and

**WHEREAS**, Tree planting is one of the most important actions that individuals can do to provide a healthier environment for future generations. Trees, for this reason, form an important link between cultures and people across time; and

**WHEREAS**, The Village of Lincolnwood continues to increase its urban tree canopy with the intent to guarantee these benefits to the current and future residents of Lincolnwood; and

**WHEREAS**, Including families in community tree planting projects models the importance of trees to a healthy community.

**Now Therefore**, I, Gerald C. Turry, Village President of the Village of Lincolnwood, do hereby proclaim Friday, April 28, 2017, as

### **ARBOR DAY**

in the Village of Lincolnwood.

In honor of Arbor Day, the Village will be planting a Tulip tree on East Prairie Road near Rutledge School at 1:45 pm.

I encourage and invite all residents, students and families to participate in the plantings and provide an example to the community on the shared importance of this activity.

DATED this 18<sup>th</sup> day of April, 2017

ATTEST:

---

Beryl Herman  
Village Clerk

---

Gerald C. Turry  
Village President

# Request For Board Action

**REFERRED TO BOARD:** April 18, 2017

**AGENDA ITEM NO:** 1

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Approval of a Resolution in Case #PC-03-17 to Approve a Final Plat of Subdivision, Encompassing Multiple Lots at 6649 North Lincoln Avenue and 6653-6659 North East Prairie Road

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Lou Malnati's Restaurant proposes to consolidate seven lots on their property and convey a five- to seven-foot strip of land along their north property line to a two-lot residential property at 6659 North East Prairie Road. This conveyance, and subsequent resubdivision, allows the opportunity for Lou Malnati's to consolidate multiple lots on their property into one lot. The conveyance is a required stipulation of Ordinance No. 2016-3200, approved by the Village Board on April 5, 2016, granting a Special Use and Variations to Lou Malnati's for the purpose of expanding their restaurant to provide a new carry-out lobby, associated customer and delivery driver parking.

## **Plan Commission Deliberations and Recommendation**

The Plan Commission considered a request to waive the requirement for a Preliminary Plat review at their March 1, 2017 meeting, as authorized to do so per Section 16-4-3 (attached) of the Subdivision Regulations. The Commission agreed that because the Plat request is for a property that is fully built and there is no construction project or physical change to the property contemplated as part of this request, it is appropriate to proceed directly to a review of a Final Plat of Consolidation. Further, the Plan Commission noted that the Resubdivision and Consolidation arose from a Village requirement to convey a strip of land to the residential property north of Lou Malnati's as part of an approved Ordinance granting a Special Use and Variations. By a unanimous 6-0 vote, the Plan Commission approved a waiver of the Preliminary Plat requirement, permitting Lou Malnati's to proceed with a request for approval of a Final Plat of Subdivision.

The Plan Commission subsequently considered a request for approval of a Final Plat of Subdivision of the "Tammylou Subdivision" at their April 6, 2017 meeting. The Plan Commission agreed that the requested Resubdivision arose due to the land conveyance and that the accompanying Consolidation had the primary purpose of cleaning up lot lines so that the Lou Malnati's property could be unified as one lot, a practice which should be encouraged. The Commission also noted that the Final Plat of Subdivision had been reviewed by the Village Engineer and determined to be compliant with all Village Subdivision regulations.

At the April 6, 2017 meeting, the Plan Commission heard testimony from one member of the public, Mr. Mike Stamer of 6648 North Avers Avenue. Mr. Stamer commented about how well the work has been going, but expressed concern about the condition of the alley. Mr. Stamer asked if repaving the alley

was part of the previous Village approval. He stated if it was not, he believed that Mr. Milosavljevich of Lou Malnati's had agreed to such a condition during a meeting between Lou Malnati's and the neighbors. Mr. Sasha Milosavljevich, representing Petitioner Lou Malnati's, was not aware of any agreement to repave the alley. After further discussion on this matter between the Plan Commission and Messrs. Stamer and Milosavljevich, Development Director McNellis noted that this was an issue between two private parties, but that if Lou Malnati's wished to repave the alley, they would need to work separately with the Village to meet Code requirements. Subsequent review of the Ordinance approving the Special Use and Variations at Lou Malnati's did not reveal a requirement for alley repaving.

By a unanimous 5-0 vote, the Plan Commission recommends approval of the Final Plat of Subdivision for the "Tammylou Subdivision" as presented, with no stipulations.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Village Code Section 16-4-5
3. March 1, 2017 Staff Report to Plan Commission
4. March 1, 2017 Plan Commission Minutes Excerpt
5. April 6, 2017 Staff Report to Plan Commission
6. April 6, 2017 Plan Commission Minutes Excerpt (Draft)

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving a Final Plat of Subdivision for the Tammylou Subdivision, as presented, for the properties at 6649 North Lincoln Avenue and 6653-6659 North East Prairie Road.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-\_\_\_\_\_

**A RESOLUTION APPROVING A PRELIMINARY  
AND FINAL PLAT OF SUBDIVISION**

(6649 North Lincoln Avenue and 6653-6659 North East Prairie Road)

WHEREAS, Thanh Hang Thi Truong ("*Truong*") is the owner of record of the property consisting of portions of three parcels comprising a total of approximately 7,017 square feet, identified as Lot 1 on that certain plat titled Tammylou Subdivision, prepared by Andrew Spiewak Land Surveyor, Inc. d/b/a Spiewak Consulting, consisting of two sheets and dated March 26, 2017 ("*Plat*"), and commonly and collectively known as 6659 North East Prairie Road, Lincolnwood, Illinois ("*Truong Property*"); and

WHEREAS, The Original Lou's LLC ("*Lou's*"), is the owner of record of the property consisting of portions of seven parcels comprising a total of approximately 31,278 square feet, identified as Lot 2 on the Plat, and commonly and collectively known as 6649 North Lincoln Avenue and 6653 North East Prairie Road, Lincolnwood, Illinois ("*Lou's Property*"); and

WHEREAS, Truong and Lou's (collectively, the "*Applicant*") seek to consolidate the Truong Property and the Lou's Property (collectively, the "*Subject Property*") into two lots; and

WHEREAS, the Applicant has applied for preliminary and final approval of the Plat pursuant to Chapter 16 of the Municipal Code of Lincolnwood ("*Village Code*"); and

WHEREAS, on March 1, 2017, pursuant to Section 16-4-3 of the Village Code, the Village Plan Commission approved a combined preliminary and final review of the Plat; and

WHEREAS, on April 6, 2017, the Plan Commission recommended approval of the proposed preliminary and final Plat, subject to certain specified development conditions;

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 PLAT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Resolution, the Plat is hereby approved in the form attached to and, by this reference, made a part of this Resolution as **Exhibit A**.

SECTION 3. GRANT OF VARIATIONS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Resolution, the following variations from Chapter 16 of the Village Code are hereby approved with respect to the Plat, in accordance with, and pursuant to Article 10 of Chapter 16 of the Village Code, as follows:

A. A variation from Section 16-5-2(B) of the Village Code to permit the creation of a lot with more than four sides, due to abutting parcels; and

B. A variation from Section 16-5-2(D)(2) of the Village Code to permit the consolidation of more than two lots.

SECTION 4. CONDITIONS. The approval of the Plat in Section 2 of this Resolution and the grant of variations in Section 3 of this Resolution are conditioned upon the Applicant complying with the following:

A. The Applicant must secure the necessary approvals from all public utility companies, provide easement statements, and locate all existing easements on the Plat, prior to recordation;

B. The Plat must include all certificates, signatures, and seals as required by Chapter 16 of the Village Code; and

C. Survey monuments must be installed as required pursuant to Section 16-5-9 of the Village Code.

SECTION 5. WAIVER OF ENGINEERING PLANS. Pursuant to Section 16-4-5(G) of the Village Code, the Village President and Board of Trustees hereby waive the requirement for approval of final engineering plans for the Subject Property.

SECTION 6. EXECUTION OF PLAT. Upon satisfaction of the conditions set forth in Section 4 of this Resolution, the Village President and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Plat.

SECTION 7. RECORDATION OF THE PLAT. Upon execution of the Plat by the Village President and the Village Clerk, as provided in Section 6 of this Resolution, the Village Clerk is directed to cause the Plat to be recorded in the office of the Cook County Recorder.

SECTION 8. 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 \_\_\_\_\_, 2017.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017

---

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

#50585962\_v1

**EXHIBIT A**

**PLAT**



# TAMMYLOU SUBDIVISION

BEING A RESUBDIVISION OF LOTS 1 THROUGH 9 IN BLOCK 16 IN LINCOLN AVENUE GARDENS A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 11, 1927 AS DOCUMENT 9548461 IN COOK COUNTY, ILLINOIS

REVISIONS AND SHOWS FOR AREA AS APPLICABLE ONLY AND ARE NOT RELATED TO THIS DOCUMENT

## OWNER'S CERTIFICATE

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

THIS IS TO CERTIFY THAT THE ORIGINAL LOU'S LLC IS THE LEGAL OWNER OF THE PROPERTY DESCRIBED HEREON (LOT 2) AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE SHOWN.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2017.

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## NOTARY'S CERTIFICATE

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

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE ORIGINAL LOU'S LLC IS KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID PROPERTY OF SAID OWNERS.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2017.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

## PLAN COMMISSION CERTIFICATE

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

THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF THE VILLAGE OF LINCOLNWOOD, ILLINOIS, HAVE REVIEWED AND APPROVED OF THIS PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

BY: \_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_

## VILLAGE ENGINEER CERTIFICATE

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

THIS IS TO CERTIFY THAT THE CITY ENGINEER OF LINCOLNWOOD, ILLINOIS HAS REVIEWED AND APPROVED THIS PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2017.

\_\_\_\_\_  
VILLAGE ENGINEER

## BOARD OF TRUSTEES CERTIFICATE

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

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF LINCOLNWOOD, ILLINOIS, COOK COUNTY, ILLINOIS AT A MEETING HELD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2017.

BY: \_\_\_\_\_  
PRESIDENT

ATTEST: \_\_\_\_\_

## VILLAGE TREASURER CERTIFICATE

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

I, \_\_\_\_\_, TREASURER FOR THE VILLAGE OF LINCOLNWOOD, ILLINOIS, HAVE REVIEWED AND APPROVED THIS PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2017.

\_\_\_\_\_  
CITY TREASURER

## SURFACE WATER DRAINAGE CERTIFICATE

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

THIS IS TO CERTIFY THAT I, REGISTERED PROFESSIONAL ENGINEER, CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISIONS WILL BE MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

\_\_\_\_\_  
ILLINOIS LICENSED PROFESSIONAL ENGINEER  
STATE LICENSE NUMBER \_\_\_\_\_  
EXPIRATION DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

## OWNER'S CERTIFICATE

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

THIS IS TO CERTIFY THAT THANH HANG THI TROUNG IS THE LEGAL OWNER OF THE PROPERTY DESCRIBED HEREON (LOT 1) AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE SHOWN.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2017.

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## NOTARY'S CERTIFICATE

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

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THANH HANG THI TROUNG IS KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE OF OWNERSHIP, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS INSTRUMENT IN THEIR CAPACITY FOR THE USES AND PURPOSES THEREIN SET FORTH AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID PROPERTY OF SAID OWNERS.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2017.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

## COUNTY CLERK CERTIFICATE

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

I, \_\_\_\_\_, COUNTY CLERK OF COOK COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT \_\_\_\_\_ COOK COUNTY, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2017.

\_\_\_\_\_  
COUNTY CLERK

## SURVEYOR'S CERTIFICATE

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

I, ANDREW SPIEWAK, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3178, CERTIFY THAT THE PROPERTY SHOWN HEREON HAS BEEN SURVEYED AND SUBDIVIDED, AND THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION THEREOF, ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BEING A RESUBDIVISION OF LOTS 1 THROUGH 9 IN BLOCK 16 IN LINCOLN AVENUE GARDENS A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 11, 1927 AS DOCUMENT 9548461 IN COOK COUNTY, ILLINOIS.

CONTAINING 38,295 SQ. FT. OR 0.879 ACRES, THE PROPERTY HEREON DESCRIBED IS SITUATED WITHIN "ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANGE FLOODPLAIN) PER THE FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR THE COUNTY OF COOK, ILLINOIS AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) COMMUNITY PANEL NO. 17031C0265J MAP REVISION DATED AUGUST 19, 2008. THIS SUBDIVISION IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF LINCOLNWOOD. CONCRETE MONUMENTS AS SHOWN, IRON PIPES AT LOT CORNERS AND POINTS OF CHANGE IN ALIGNMENT WILL BE SET AS REQUIRED BY THE PLAT ACT (765 ILCS 205/0.01 ET SEQ.). I HEREBY AUTHORIZE THE VILLAGE OF LINCOLNWOOD TO RECORD THIS PLAT OF SUBDIVISION IN MY ABSENCE.

DATED THIS 28TH DAY OF MARCH, A.D. 2017

BY: *Andrew F. Spiewak*  
ANDREW SPIEWAK  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3178  
LICENSE EXPIRES 11/30/2018



## TAX BILL RECIPENTS:

THANH HANG THI TROUNG  
6659 N. EAST PRARIE ROAD  
LINCOLNWOOD, IL 60712  
847-414-2990 (OWNER OF LOT 1)

THE ORIGINAL LOU'S LLC  
6649 N. LINCOLN AVENUE  
LINCOLNWOOD, IL 60712  
847-562-1950 (OWNER OF LOT 2)

AFTER RECORDING MAIL TO:  
VILLAGE OF LINCOLNWOOD  
6900 N. LINCOLN AVENUE  
LINCOLNWOOD, ILLINOIS 60712

## SCREENING WALL RESTRICTIVE COVENANT:

THE SCREENING WALL TO BE LOCATED ALONG THE NORTHERN LOT LINE OF LOT 2, AS REQUIRED PURSUANT TO VILLAGE OF LINCOLNWOOD ORDINANCE NO. 2016-3200, SHALL NOT BE REMOVED EXCEPT UPON THE PRIOR WRITTEN APPROVAL OF THE VILLAGE OF LINCOLNWOOD.

## Legend

### LINE LEGEND

- IRON ROD FOUND ○ IRON ROD SET
- IRON PIPE FOUND ○ IRON PIPE SET
- ✦ CROSS FOUND & SET
- MEAS. - MEASURED N. - NORTH
- REC. - RECORD S. - SOUTH
- AVE. - AVENUE E. - EAST
- RD. - ROAD W. - WEST
- FT. - FEET EXT. - EXTENDED

SCALE: 1" INCH EQUALS 20' FEET.  
DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF.

ORDERED BY: BERNIE BONO  
COMPANY OR ORGANIZATION: BONO CONSULTING CIVIL ENGINEERS

SURVEYED BY: AFS

DRAWN BY: AM

CHECKED BY: AFS

PROJECT No: 535-16 SUB

# ANDREW SPIEWAK LAND SURVEYOR, INC. DBA SPIEWAK CONSULTING

5805 W. HIGGINS AVE., CHICAGO, IL 60630 phone: (773) 853-2672; fax: (773) 736-4616  
www.landsurveyors.pro andrew@landsurveyors.pro

## **Village Code Sections related to the Subdivision Process**

### **1. Excerpt from Article 4, Subdivision Review Process, of Chapter 16, Subdivision Regulations:**

#### **16-4-3 Discretionary elimination of preliminary review of major subdivisions.**

If the proposed subdivision is a major subdivision, the applicant may request that the Plan Commission review the proposed subdivision solely in accordance with and pursuant to the final plat review process set forth in Section 16-4-5 of this Code. No such request shall be granted unless: (a) the applicant files a final plat application in accordance with Section 16-3-3 of this Code; and (b) the Plan Commission determines, in its sole and absolute discretion, that the proposed subdivision can be effectively and fully considered without separate preliminary and final review. If approval is granted by the Plan Commission, the proposed subdivision shall be reviewed by the Plan Commission solely in accordance with and pursuant to the final plat review process set forth in Section 16-4-5 of this Code. If the Plan Commission denies the request, the plat shall be reviewed in accordance with and pursuant to the preliminary plat review process set forth in Section 16-4-4 of this Code.

### **2. Excerpt from Section 16-1-2, Definitions, of Chapter 16, Subdivision Regulations:**

#### **SUBDIVISION, MAJOR**

Any subdivision not classified as a minor subdivision.

#### **SUBDIVISION, MINOR**

A subdivision that: (a) is located in a residential zoning district; (b) will not contain more than two lots upon approval by the Village; (c) fronts on an existing improved street; (d) does not involve any new right-of-way or the extension or installation of any public improvements; (e) does not adversely affect the development of the remainder of the parcel or adjoining property; (f) does not require a Variation from any provision of this Chapter 16; and (g) is not in conflict with any provision or portion of the Zoning Ordinance or this Chapter 16.



## Plan Commission Staff Report

### Case # PC-03-17

March 1, 2017

**Subject Property:**

6649 North Lincoln Avenue,  
6653 North East Prairie Road, and  
6659 North East Prairie Road

**Zoning District:**

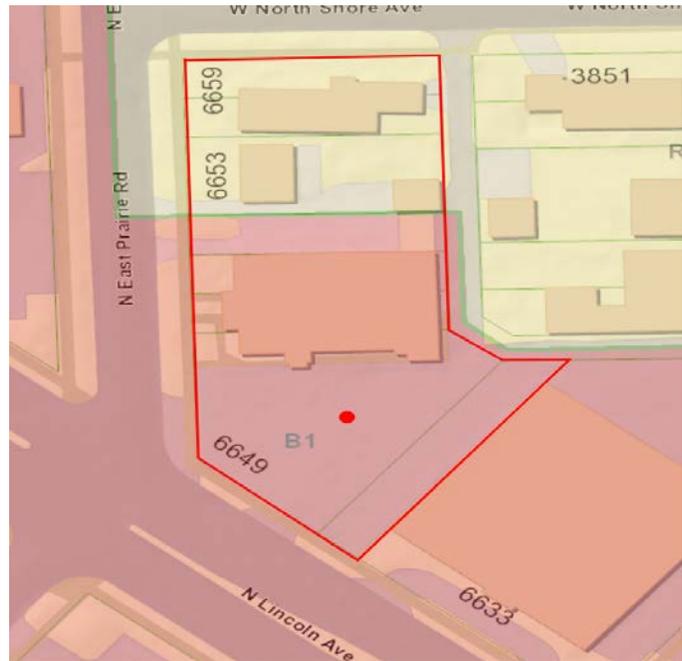
B-1 and R-3 Zoning Districts

**Petitioner:**

The Original Lou's LLC

**Nature of Request:**

Waive Requirement of a Preliminary Plat review and proceed to Final Plat review for Consolidation and Resubdivision of nine lots encompassing two distinct properties, one Commercial and one Residential.



**Requested Action:**

Elimination of Preliminary Plat Requirement for a Major Subdivision (including a Consolidation), as authorized by Section 16-4-3, attached.

**Notification:** None needed for the requested Waiver. Notice will be provided to neighboring properties for the proposed review of the Final Plat of Consolidation, tentatively scheduled for the April 6, 2017 Plan Commission meeting, pending approval of the Waiver request.

**Background**

In 2016, an addition to the north side of the Lou Malnati's restaurant to accommodate a separate carryout entrance and related parking was recommended through a Special Use and Variation zoning process by the Plan Commission and subsequently approved by the Village Board. A stipulation of that approval was the requirement that a six-foot to seven-foot strip of land owned by the restaurant be transferred to the residential property owner

to the north, prior to occupancy of the restaurant addition. This strip is intended to provide a buffer from the masonry wall that has been constructed as a screen between the new parking lot and this residential property. In order to transfer this property and consolidate parcels, it is necessary to create a two-lot Resubdivision to define the new lot line between the Lou Malnati's restaurant property and the residential property to the north.

A further stipulation of the Zoning approval for the restaurant and parking expansion was that the parties agree to a Covenant stipulating that the screening wall may not be removed, except upon approval of the Village. This stipulation will be memorialized during the Final Plat review and approval.

### **Summary of Preliminary Plat Waiver Request**

This Consolidation and Resubdivision is considered a Major Subdivision, as it does not meet one of the requirements of a Minor Subdivision. That requirement is that the subdivision be located in a Residential Zoning District. Since one of the two lots to be Resubdivided is in the R-3, Residential Zoning District and the other is in the B-1, Traditional Business Zoning District, it must be treated as a Major Subdivision. This requirement is the difference between designating this Subdivision Major versus Minor. Minor Subdivisions are permitted to go directly to a Final Plat, without the necessity of a Preliminary Plat.

Staff notes that the proposed Subdivision is for a property that is now fully built and that has no proposed additions or changes to the building footprints, other than completion of a few remaining minor items for the current addition. Preliminary Plats are generally required for larger projects that have not yet been constructed since Final Engineering is rarely, if ever, completed during the zoning and site plan review process. Preliminary Plat approval, as part of the zoning and site planning process, sets the basic footprint of what will be permitted on a site. However, it is not until the Final Engineering plan is completed, after the initial zoning and site planning approval, that the true parameters of the plat can be determined. At that time, a Final Plat can be drafted which takes into account any issues that may have arisen between the preliminary engineering and final engineering phases.

Staff again notes that this requested Consolidation and Resubdivision is not associated with a construction plan, so no engineering plan will be completed. Further, the transfer of property necessitating this Consolidation and Resubdivision was a stipulation placed on this expansion by the Village.

### **Recommendation**

Petitioner Lou Malnati's (The Original Lou's LLC) seeks a waiver of the requirement for a Preliminary Plat of Subdivision, per Section 16-4-3 of the Subdivision Code. Given the circumstances detailed above, staff has no objections to this request. Should the Plan Commission agree to this waiver, the Final Plat is anticipated to be before you for review and recommendation at the April 6, 2017 regular Plan Commission meeting.

### **Documents Attached**

1. Request Letter
2. Proposed Draft Plat
3. Village Code Sections related to Subdivision Process



**DRAFT MEETING MINUTES  
OF THE  
PLAN COMMISSION  
MARCH 1, 2017 – 7:00 P.M.**

**LINCOLNWOOD VILLAGE HALL  
COUNCIL CHAMBERS  
6900 NORTH LINCOLN AVENUE  
LINCOLNWOOD, ILLINOIS 60712**

**MEMBERS PRESENT:**

Chairman Mark Yohanna  
Patricia Goldfein (arrived at 7:04)  
Steven Jakubowski (arrived at 7:06)  
Henry Novoselsky  
Anthony Pauletto  
Don Sampen

**MEMBERS ABSENT:**

**STAFF PRESENT:**

Steve McNellis, Community Development Director  
Kathryn M. Kasprzyk, Community Development Coordinator

**I. Call to Order**

Chairman Yohanna noted a quorum of four members and called the meeting to order at 7:02 p.m.

**II. Pledge of Allegiance**

**III. Approval of Minutes**

**Motion to approve** the February 8, 2017 Plan Commission Minutes was made by Commissioner Pauletto and seconded by Commissioner Novoselsky.

**Aye: Pauletto, Novoselsky, Sampen, and Yohanna**

**Nay: None**

**Motion Approved: 4-0**

**IV. Case #PC - 03-17: Waiver of Preliminary Plat Requirement – Consolidation  
And Re-subdivision at 6649 North Lincoln Avenue, 6653 North East Prairie  
Road, and 6659 North East Prairie Road**

Chairman Yohanna announced Case #PC-01-17 for consideration to eliminate the Preliminary Plat requirement for a Major Subdivision required by the recent Lou Malnati's restaurant expansion as authorized by Section 16-4-3 of the Village Code.

Development Director McNellis presented the proposed plat and background in order to waive the requirement of a Preliminary Plat review for Consolidation of nine lots and Resubdivision to one commercial and one residential lot associated with the recent Lou Malnati's construction of a separate carryout entrance and related parking. A Special Use and Variations were approved by the Village Board in April 2016. Part of the approval was the stipulation that a six- to seven-foot strip of land at the north end of the property be transferred to the residential property owner which is intended as a buffer from the masonry wall between the parking lot and his property.

Since only one of the two lots is in a Residential Zoning District, this request needs to be treated as a Major Subdivision. Minor Subdivisions are permitted to go directly to a Final Plat, without the necessity of a Preliminary Plat.

Staff recommends waiving the requirement for a Preliminary Plat as is permitted in Subdivision Code Section 16-4-3, Discretionary Elimination of Preliminary Plat Review, and as detailed in the staff memo.

Chairman Yohanna inquired as to why the easement north of the masonry wall was so small, and less than five feet. Chairman Yohanna swore in Sasha Milosavljevich, Director of Facilities for Lou Malnati's, who stated that the easement is smaller than five feet so as to not impede the neighbor to the north. Staff concurred with Chairman Yohanna's assertion that a five foot easement may be more appropriate and noted this issue will be reviewed by the Village Engineer.

Chairman Yohanna asked if anyone in the audience would like to address the Plan Commission regarding this issue. Let the record state that no one came forward.

**Motion to approve** the elimination of the Preliminary Plat Requirement for a Major Subdivision, per Section 16-4-3 of the Subdivision Code, was made by Commissioner Sampen and seconded by Commissioner Pauletto.

**Aye: Sampen, Pauletto, Goldfein, Jakubowski, Novoselsky, and Yohanna**

**Nay: None**

**Motion Approved: 6-0**

## **V. Other Business**

Development Director McNellis updated the Commissioners on the Sacred Learning Center construction status and the Purple Hotel site. He noted the foreclosure process for the Purple Hotel site was completed in January 2017. The next step in the Foreclosure process is for the property to be sold at auction. The Village Board has begun the steps to redesignate the Lincoln-Touhy TIF. An eligibility study will be done for a proposed new TIF at the same location, followed by termination of the existing TIF.

Chairman Yohanna asked if there was anyone in the audience who would like to address the Plan Commission. Let the record state that no one came forward.

## **VI. Next Meeting**



## Plan Commission Staff Report

### Case # PC-03-17

April 6, 2017

**Subject Property:**

6649 North Lincoln Avenue,  
6653 North East Prairie Road, and  
6659 North East Prairie Road

**Zoning District:**

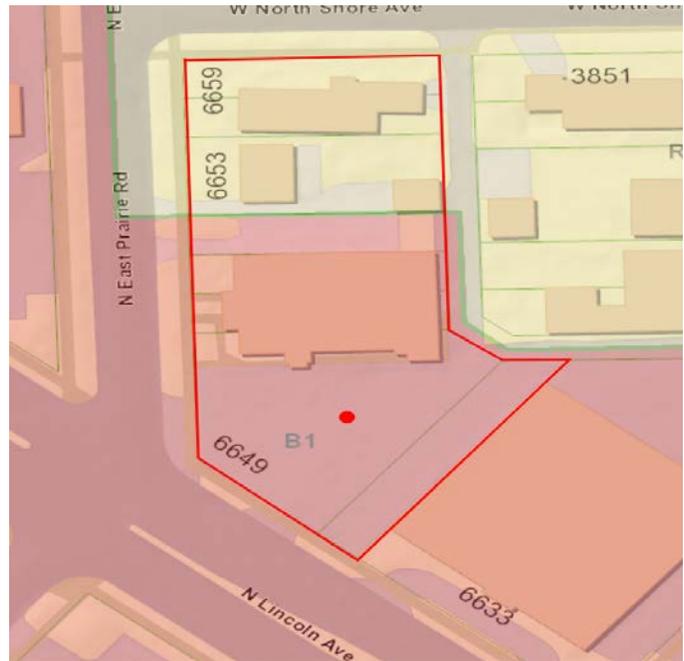
B-1 and R-3 Zoning Districts

**Petitioner:**

The Original Lou's LLC

**Nature of Request:**

Review of a Final Plat, Consolidating  
and Resubdividing nine lots  
encompassing two distinct properties,  
one Commercial and one Residential.



**Requested Action:**

Approval of a Final Plat for the Tammylou Subdivision, per the requirements of Section 16-4-5, attached.

**Notification:**

Notice of the Public Meeting was provided to neighboring properties, within a 250' radius of the subject property, and two Public Hearing signs installed along arterial roadway frontage of the School District property, in accordance with Subdivision Regulations.

**Background**

In 2016, an addition to the north side of the Lou Malnati's restaurant to accommodate a separate carryout entrance and related parking was recommended through a Special Use and Variation zoning process by the Plan Commission and subsequently approved by the Village Board. A stipulation of that approval was the requirement that a six-foot to seven-foot strip of land owned by the restaurant be transferred to the residential property owner to the north, prior to occupancy of the restaurant addition. This strip is intended to provide

a buffer from the masonry wall that has been constructed as a screen between the new parking lot and this residential property. In order to transfer this property and consolidate parcels, it is necessary to create a Subdivision that defines the new lot line between the Lou Malnati's restaurant property and the residential property to the north, as well as consolidating all seven of the Lou Malnati's-owned lots into one lot.

At the March 1, 2017 meeting, the Plan Commission unanimously approved the waiver of the Preliminary Plat requirement for this request, permitting Lou Malnati's owners to proceed with this request for approval of a Final Plat. Importantly, the Plan Commission requested that the Village Engineer review whether or not the then-proposed 1.67' easement on the north side of the new masonry wall, separating Lou Malnati's property from the resident to the north, is of sufficient size for maintenance.

### **Summary of Final Plat Request**

The proposed Plat of Subdivision is for property that is now fully built and that has no proposed additions or changes to the building footprints, other than completion of a few remaining minor items for the current addition. It should be noted the transfer of property necessitating this Subdivision was a stipulation placed on the Lou Malnati's restaurant expansion by the Village.

The Final Plat of Subdivision has been reviewed by the Village Engineer, who concurred with the Plan Commission's concern regarding the width of the easement on the north side of the masonry wall. Although the separate Easement Agreement language notes "reasonable working space, for the purpose of installing using, maintaining, replacing, repairing (must be provided)", the Village Engineer requested the Final Plat be revised to specifically include a 5' easement on the north side of the wall. That revision has been made to the attached Final Plat and the Village Engineer has now determined it is compliant with all Village Subdivision regulations. No additional revisions are requested.

A further stipulation of the Zoning approval for the restaurant and parking expansion was that the parties agree to a Covenant stipulating that the screening wall may not be removed, except upon approval of the Village. This stipulation has been memorialized on the signatures page (page 2) of the Plat of Subdivision.

### **Recommendation**

Staff recommends approval of the Final Plat, as presented.

### **Documents Attached**

1. Request Letter & Application
2. Final Plat
3. Village Code Section 16-4-5



**DRAFT MEETING MINUTES  
OF THE  
PLAN COMMISSION  
APRIL 6, 2017 – 7:00 P.M.**

**LINCOLNWOOD VILLAGE HALL  
COUNCIL CHAMBERS  
6900 NORTH LINCOLN AVENUE  
LINCOLNWOOD, ILLINOIS 60712**

**MEMBERS PRESENT:**

Chairman Mark Yohanna  
Patricia Goldfein  
Steven Jakubowski  
Henry Novoselsky  
Don Sampen

**MEMBERS ABSENT:**

Anthony Pauletto

**STAFF PRESENT:**

Steve McNellis, Community Development Director  
Doug Hammel, AICP, Community Development Manager  
Kathy Kasprzyk, Community Development Coordinator

**I. Call to Order**

Chairman Yohanna noted a quorum of five members and called the meeting to order at 7:05 p.m.

**II. Pledge of Allegiance**

**III. Approval of Minutes**

**Motion to approve** the March 1, 2017 Plan Commission Minutes was made by Commissioner Sampen and seconded by Commissioner Novoselsky.

**Aye: Sampen, Novoselsky, Goldfein, Jakubowski, and Yohanna**

**Nay: None**

**Motion Approved: 5-0**

**DRAFT**

**IV. Case #PC - 03-17: 6649 North Lincoln Avenue and 6653-59 North East Prairie Road – Final Plat of Subdivision**

Chairman Yohanna announced Case #PC-03-17 for consideration of a Final Plat to re-subdivide nine lots encompassing the Lou Malnati's Restaurant, with an address of 6649 North Lincoln Avenue, and a single-family residential property at 6659 North East Prairie Road.

Development Director McNellis presented background for consideration for Final Plat approval. The proposed Plat of Subdivision showed the multiple properties to be consolidated between Lou Malnati's and the residential property to the north. Development Director McNellis noted this Subdivision is related to the 2016 Ordinance granting Zoning relief that required a 6-7' strip of land be conveyed to the residential property north of Lou Malnati's, in conjunction with an easement of 5' on the residential property to maintain the north side of the masonry screening wall and a covenant on the Plat of Subdivision stating that the wall could not be removed without the approval of the Village. Staff recommends approval, as presented.

Chairman Yohanna asked if anyone in the audience would like to address the Plan Commission regarding this issue. Listed below are comments from the public.

Mr. Mike Stamer, 6648 North Avers Avenue, commented about the how well the work has been going, but expressed concern about the condition of the alley. Mr. Stamer asked if repaving the alley was part of the previous Village approval. He stated if it was not, he believed that Mr. Milosavljevich of Lou Malnati's had agreed to such a condition during a meeting between Lou Manati's and the neighbors.

Sasha Milosavljevich, Director of Facilities for Lou Malnati's, was not aware of any agreement to repave the alley. He noted if he had stated that Malnati's would repave the alley, he would keep his word and they would do so, but he could not recall offering such. There was discussion with Commissioner Jakubowski trying to have the two parties come to agreement on this matter. Development Director McNellis noted that this was an issue between two private parties, but that if Lou Malnati's wished to repave the alley, they would need to work with the Village to meet Code requirements.

**Motion to approve** the Final Plat of Subdivision to consolidate and resubdivide nine lots encompassing the Lou Malnati's Restaurant at 6649 Lincoln Avenue and a single-family residential property at 6659 East Prairie Road was made by Commissioner Sampen and seconded by Commissioner Novoselsky.

**Aye: Sampen, Novoselsky, Goldfein, Jakubowski, and Yohanna**

**Nay: None**

**Motion Approved: 5-0**

**V. Case #PC - 02-17: 6755 North Cicero Avenue – Special Uses and Variations for a New Restaurant**

Chairman Yohanna announced Case #PC-02-17 for consideration and review of Zoning Relief for a new Stefani's Restaurant including Special Use approval, Special Sign approval, and Variation requests. Chairman Yohanna swore in the Petitioner and architect for the property,

# Request For Board Action

**REFERRED TO BOARD:** April 18, 2017

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Approval of an Ordinance in Case #ZB-02-17 to Approve a Special Fence and Certain Variations of the Zoning Code to Permit Natural Screening in the Rights-of-Way of North St. Louis Avenue and West Arthur Avenue in Heights Beyond the Maximum Permissible on the Property, and Permit a Deck in the Required Rear Yard Setback at 3500 West Arthur Avenue

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Steven Macklin of Fleck's Landscaping, on behalf of the Hartman Family Trust, Property Owner of 3500 West Arthur Avenue (a corner lot), seeks Special Fence approval and Variations to install an eight-foot-tall (at the time of planting) Arborvitae hedge in the Front Yard of the North St. Louis Avenue façade of the house and out into the public Right-of-Way of North St. Louis Avenue and the same eight-foot-tall Arborvitae hedge in the Corner Lot Side Yard and out into the Right-of-Way of West Arthur Avenue. In addition, a Variation is requested to permit the installation of a new deck, approximately 27 inches in height from grade, in the same footprint in the Rear Yard as an existing brick patio (to be removed), which is set back five feet from the north and west property lines. The property is within the R-3, Residential Zoning District. The Petitioner seeks the following Zoning relief in conjunction with these requests:

- 1) Allow Natural Screening (eight-foot-tall Arborvitae hedge) to be located in the Rights-of-Way of North St. Louis Avenue and a portion of West Arthur Avenue, as permitted with Special Fence approval (Section 3.13(8));
- 2) Allow the height of the proposed Natural Screening (an eight-foot-tall Arborvitae hedge) in the Front Yard and Corner Lot Side Yard (inside the lot lines) to exceed the maximum height of thirty inches in the Front Yard and four feet in the Corner Lot Side Yard (Section 3.13(20)(a)(ii) and 3.13(12)(c)); and
- 3) Allow a deck that is located five feet from the rear property line, which is less than the required thirty-foot Rear Yard Building Setback (Section 3.10).

The Zoning Board of Appeals recommended approval of the following Zoning Relief by a 5-2 vote: 1) Special Fence approval for Natural Screening in a portion of the West Arthur Avenue Right-of-Way; 2) Variation to permit Natural Screening in the Corner Lot Side Yard to exceed the maximum permitted four foot height; and 3) Variation to permit a deck in the Rear Yard set back five feet from the rear property line. The requested Special fence in the St. Louis Avenue Right-of-Way and associated Variation for the height of Natural Screening in the Front Yard were not approved.

At its April 5, 2017 meeting, the Village Board concurred, by a 6-0 vote, with the Zoning Board of Appeals recommendation, with the following stipulations:

- 1) The proposed Natural Screening in the Arthur Avenue Right-of-Way is to be planted no closer than three feet to the sidewalk along Arthur Avenue;
- 2) The Natural Screening permitted in the Right-of-Way is to be maintained at all times so that it does not grow into and impede use of the sidewalk in any way; and
- 3) The request for a Special fence and Natural Screening in the St. Louis Avenue Right-of-Way and Front Yard of the subject property is to be revised to substitute deciduous plant material for part of the screen and to reduce the overall height to four feet, and then returned to the Zoning Board of Appeals for further review and consideration.

The Village Attorney was directed to prepare the requisite Ordinance incorporating conditions #1 and #2. Attached for approval is the proposed Ordinance prepared by the Village Attorney, consistent with Village Board direction.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance granting approval of a Special Fence and certain Variations of the Zoning Code for eight-foot-tall evergreen natural screening in the Corner Lot Side Yard and in a portion of the West Arthur Avenue public right-of-way, and to allow a deck to be located five feet from the rear property line in the Rear Yard, at 3500 West Arthur Avenue.

THIS SPACE FOR RECORDERS USE ONLY

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE GRANTING SPECIAL FENCE APPROVAL AND VARIATIONS  
FOR THE INSTALLATION OF AN ARBOR VITAE HEDGE AND A DECK**  
(3500 West Arthur Avenue)

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_ DAY OF APRIL, 2017.

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, 2017

\_\_\_\_\_  
Village Clerk

**AN ORDINANCE GRANTING SPECIAL FENCE APPROVAL AND VARIATIONS  
FOR THE INSTALLATION OF AN ARBOR VITAE HEDGE AND A DECK**

(3500 West Arthur Avenue)

WHEREAS, the Hartman Family Trust ("**Owner**") is the record title owner of that certain property located in the R-3 Residential District ("**R-3 District**"), commonly known as 3500 West Arthur Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Property is improved with a single-family residential structure and an attached garage; and

WHEREAS, pursuant to Section 3.13(8) of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), natural screening may not be installed within public rights-of-way, except upon approval by the Village Board of Trustees of a "special fence" authorization; and

WHEREAS, pursuant to Section 3.13(12)c of the Zoning Ordinance, the maximum height of natural screening located in a corner lot side yard of a lot in the R-3 District, on which the front-facing design façade of the residence faces the corner lot side yard, is four feet; and

WHEREAS, the Owner desires to install an eight-foot-tall arbor vitae hedge in the corner side yard of the Property ("**Proposed Hedge**"), which Proposed Hedge will be located in part within the Arthur Avenue right-of-way that abuts the Property; and

WHEREAS, pursuant to Sections 3.10 and 4.11 of the Zoning Ordinance, the minimum setback for a deck located in the rear yard of a lot in the R-3 District is 30 feet; and

WHEREAS, the Owner desires to construct a deck in the rear yard of the Property at a location five feet from the rear property line of the Property ("**Proposed Deck**"), in violation of Sections 3.10 and 4.11 of the Zoning Ordinance; and

WHEREAS, in order to install the Proposed Hedge and the Proposed Deck on the Property, Fleck's Landscaping ("**Applicant**"), on behalf of the Owner, has filed an application for: (i) special fence approval pursuant to Section 3.13(8) of the Zoning Ordinance; and (ii) variations from the maximum natural screening height and deck location regulations set forth in Sections 3.10, 3.13(12)c and 4.11 of the Zoning Ordinance (collectively, the "**Requested Relief**"); and

WHEREAS, a public hearing of the Zoning Board of Appeals ("**ZBA**") of the Village of Lincolnwood to consider approval of the Requested Relief was duly advertised in the *Lincolnwood Review* on February 23, 2017 and held on March 15, 2017; and

WHEREAS, on March 15, 2017, the ZBA made findings and recommendations in support of the Requested Relief, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Relief meets the required standards for special fence authorizations and variations, as set forth in Sections 3.13(8) and 3.13(24) and Article V of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the Requested Relief, subject to the conditions, restrictions, and provisions of this Ordinance;

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

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

SECTION 2. SPECIAL FENCE AUTHORIZATION. In accordance with and pursuant to Section 3.13(8) and Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Village President and Board of Trustees hereby grant special fence authorization to permit the installation of the Proposed Hedge on the Property and on the adjacent portion of the Arthur Avenue right-of-way.

SECTION 3. APPROVAL OF REQUESTED VARIATIONS. In accordance with and pursuant to Section 3.13(24) and Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Village President and Board of Trustees hereby grant the following variations from the Zoning Ordinance for the Property:

- A. Proposed Hedge Height. A variation from Section 3.13(12)c of the Zoning Ordinance to increase the maximum height allowed for the Proposed Hedge on the Property, from four feet to eight feet.
- B. Deck Location. A variation from Sections 3.10 and 4.11 of the Zoning Ordinance to decrease the minimum rear yard setback for the Proposed Deck, from 30 feet to five feet.

SECTION 4. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Section Two of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Proposed Hedge, the Proposed Deck, and the Property in compliance with each and all of the following conditions:

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the construction, development, use, operation, and maintenance of the Proposed Hedge, the Proposed Deck, and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. Compliance with Plans. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective

permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Proposed Hedge, the Proposed Deck, and the Property must comply with that certain plan consisting of three sheets and prepared by Fleck's Landscaping, with a latest revision date of April 13, 2017, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B ("Plan")**.

- C. Setback and Maintenance of Proposed Hedge.
1. No portion of the Proposed Hedge may be planted closer than six feet to the sidewalk located within the Arthur Avenue right-of-way.
  2. The Proposed Hedge must be maintained at all times in a manner that prevents the impediment of pedestrian travel along the sidewalk located within the Arthur Avenue right-of-way.
- D. Limitation of Requested Relief. The special fence authorization and the variations granted in Sections 2 and 3 of this Ordinance apply and are limited only to the Proposed Hedge on West Arthur Avenue and the Proposed Deck, as depicted in the Plan. No future alterations or modifications that are not in conformity with the requirements of the Zoning Ordinance may be made to the Proposed Hedge, Proposed Deck, or the Property without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.
- E. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 5. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Owner, the Applicant, and each of their heirs, representatives, successors, and assigns.

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section 2 and 3 of this Ordinance unless they first provide the Owner and the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the

development and use of the Property will be governed solely by the regulations of the R-3 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 7. AMENDMENTS. Any amendments to the approvals granted in Sections 2 and 3 of this Ordinance that may be requested by the Owner or the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 8. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance 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 9. EFFECTIVE DATE.

- A. This Ordinance will become effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
  2. Publication in pamphlet form in the manner required by law; and
  3. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event the Owner or the Applicant not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 9.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_\_ day of April, 2017.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

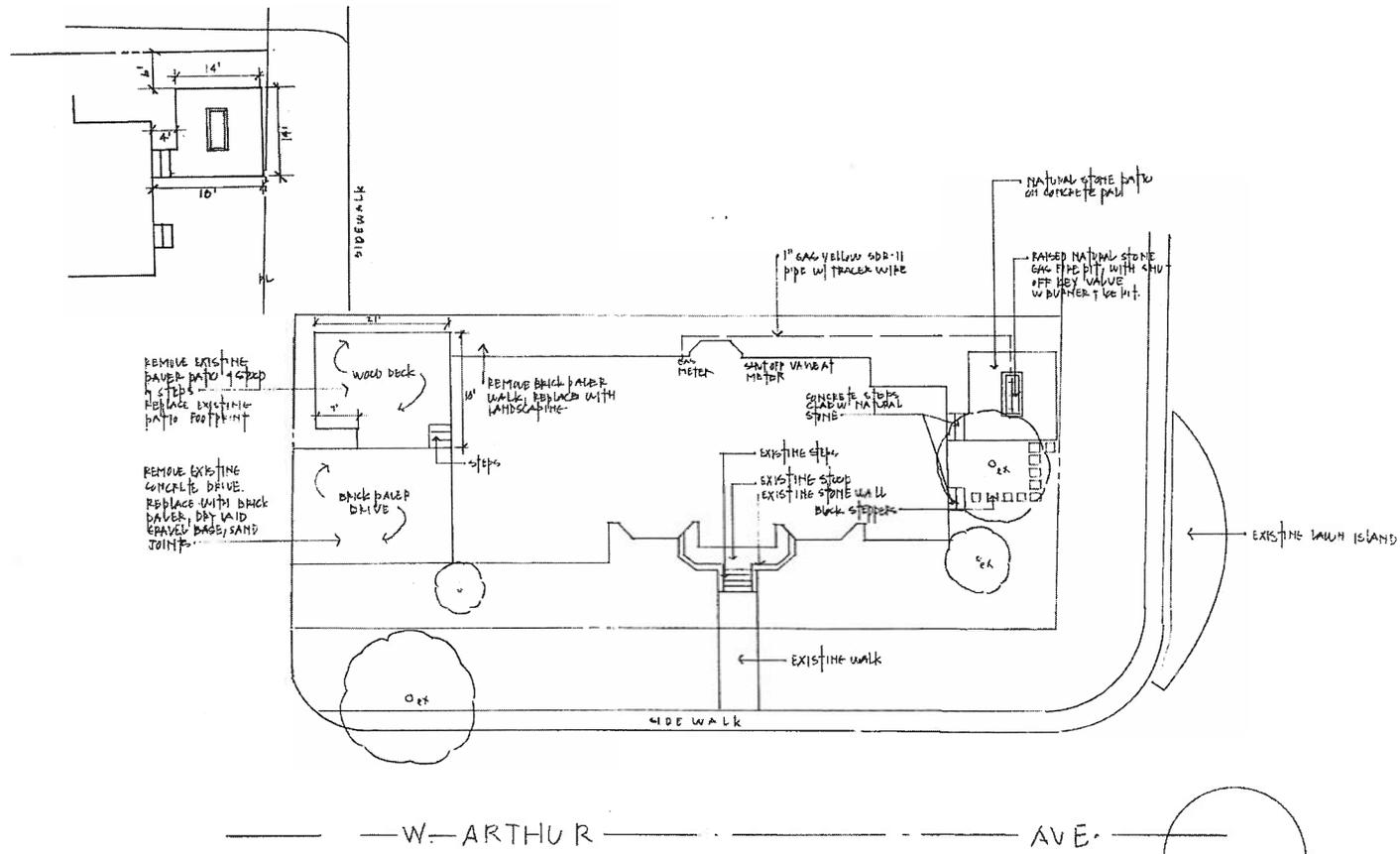
THE SOUTH 50 FEET OF LOT 16 IN BLOCK 9 IN DEVON-MC CORMICK BOULEVARD ADDITION TO ROGERS PARK IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3500 West Arthur Avenue, Lincolnwood, Illinois.

PIN: 10-35-413-045-0000

**EXHIBIT B**

**PLAN**



REMOVE EXISTING  
PAVER PATIO + STEPS  
REPLACE EXISTING  
PATIO FOOTPRINT

REMOVE EXISTING  
CONCRETE DRIVE.  
REPLACE WITH BRICK  
PAVER, DRY LAY  
GRAVEL BASE, SAND  
JOINTS...

REMOVE BRICK PAVER  
WALK, REPLACE WITH  
LANDSCAPE

1" GAG YELLOW SDR-11  
PIPE W/ TRACK WIRE

NATURAL STONE PATIO  
ON CONCRETE PAUL

RAISED NATURAL STONE  
GAG FIRE PIT, WITH SHUT  
OFF KEY VALVE  
W/ BUTNER TEE KIT.

CONCRETE STEPS  
SLAB W/ NATURAL  
STONE

EXISTING STEPS  
EXISTING STONE WALL  
BACK STEPS

EXISTING LAWN ISLAND

EXISTING WALK

WIDE WALK

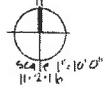
W. ARTHUR AVE.



210 Industrial Lane  
Wheeling, IL 60090-6302

(847) 588-2100 Fax (847) 588-1400

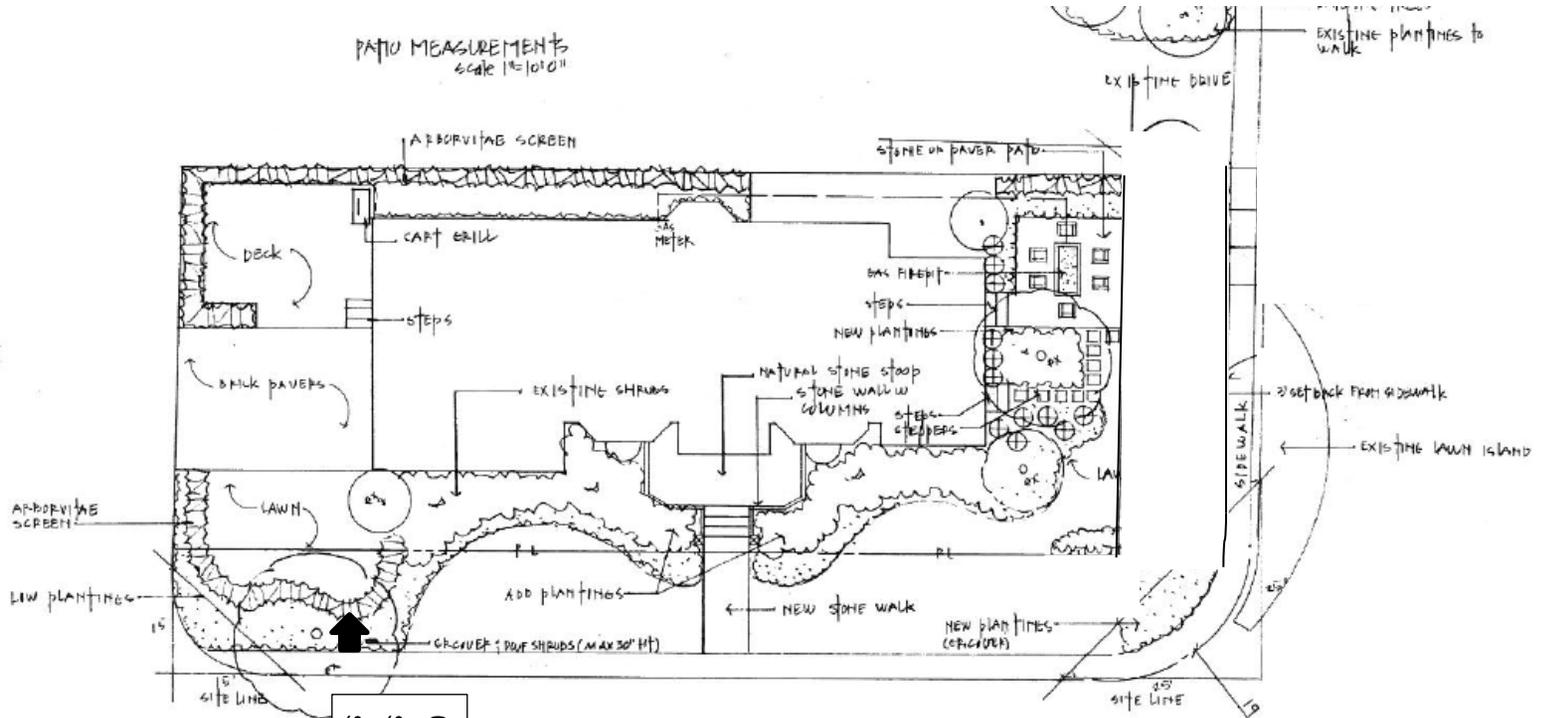
HARTMAN RESIDENCE  
3500 W. ARTHUR AVE  
LINCOLNWOOD, ILLINOIS



SCALE 1" = 10' @  
11-2-16

Plan Amended April 13, 2017

PATIO MEASUREMENTS  
Scale 1"=10'-0"



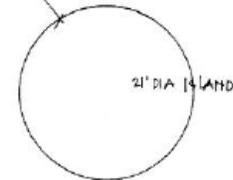
210 In  
Wheeling, IL

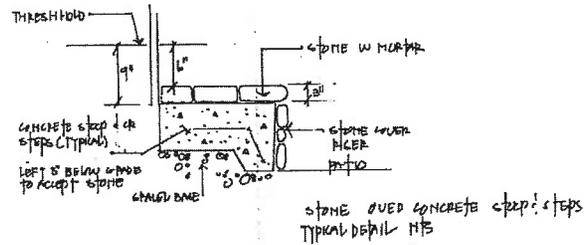
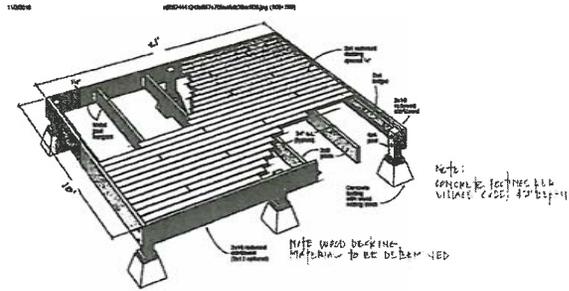
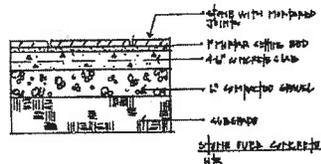
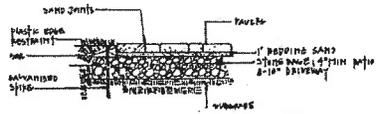
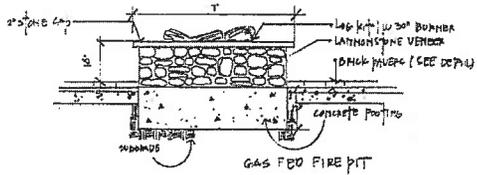
(847) 588-2100 Fax (847) 588-1400

6' min. planting  
setback from  
sidewalk

HARTMAN RESIDENCE

6902 ST. LOUIS  
UNIONWOOD, IL





210 Industrial Lane  
Wheeling, IL 60090-6302

(847) 588-2100 Fax (847) 588-1400

HARTMAN RESIDENCE  
3500 W ARTHUR AVE  
LINCOLN WOOD, IL  
11-216

## **EXHIBIT C**

### **UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, the Hartman Family Trust ("**Owner**") is the record title owner of that certain property located in the R-3 Residential District, commonly known as 3500 West Arthur Avenue, in the Village ("**Property**"); and

**WHEREAS**, Ordinance No. 2017-\_\_\_\_\_, adopted by the Village President and Board of Trustees on \_\_\_\_\_, 2017 ("**Ordinance**"), grants special fence authorization and variations from "The Village of Lincolnwood Zoning Ordinance" to permit Flecks' Landscaping ("**Applicant**") to install a hedge and a deck on the Property; and

**WHEREAS**, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant have filed, within 30 days following the passage of the Ordinance, their unconditional agreement and the Applicant have consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

**NOW, THEREFORE**, the Owner and the Applicant do hereby agree and covenant as follows:

1. The Owner and the Applicant do hereby unconditionally agree to, accept, consent to, and will abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner and the Applicant acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner and the Applicant acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of special fence and approval variations for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner or the Applicant against damage or injury of any kind and at any time.

4. The Owner and the Applicant hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting special fence approval and the variations for the Property.

Dated: \_\_\_\_\_, 2017

ATTEST:

**THE HARTMAN FAMILY TRUST**

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**FLECK'S LANDSCAPING**

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# Request For Board Action

**REFERRED TO BOARD:** April 18, 2017

**AGENDA ITEM NO:** 3

**ORIGINATING DEPARTMENT:** Parks and Recreation

**SUBJECT:** Approval of a Recommendation by the Parks and Recreation Board to Adopt a Resolution to Award a Bid for the Provision of Apparel to Sunburst Sportswear Inc. of Glendale Heights, IL.

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Parks and Recreation Department purchases apparel for program staff and participants for a variety of programs throughout the year. Apparel ensures that staff members are easily identifiable and provides participants with a way to identify as part of a program. The Invitation to Bid was advertised in the Lincolnwood Review on March 9, 2017. Bid packets were also sent to 24 vendors. The bid documents requested per item pricing for apparel in nine categories.

On March 31, 2017 the Village opened six sealed bids. Staff reviewed the bid and found that the lowest responsible bidder is Sunburst Sportswear, Inc. The summary is shown below.

<b>2017 Department of Parks &amp; Recreation Apparel Pricing</b>	
<b>Company</b>	<b>Total</b>
Sunburst Sportswear, Inc.	\$8,221.40 - \$24,541.36
Printer's Ink, LLC (through Express Press)	\$8,319.42 - \$29,624.72
Marathon Sportswear Inc.	\$8,800.82 - \$21,973.51
Ad-Wear & Specialty of Texas, Inc.	\$10,379.36 - \$21,688.15
Varsity Brands Holding Co, Inc. (through BSN Sports, LLC)	\$12,308.79 - \$38,963.29
UpMerch	\$15,128.52 - \$41,029.52

\*Range based on multiple apparel options.

## **FINANCIAL IMPACT:**

Apparel items are accounted for in program and facility budgets for the 2017/2018 Fiscal Year. Most items are paid for by participant fees, with the exception of apparel for Public Works.

## **DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Bid Proposal and Contract
3. Unapproved Minutes of the April 11, 2017 meeting of the Parks and Recreation Board

## **RECOMMENDED MOTION:**

**Move to approve** a Resolution awarding a bid for the provision apparel to Sunburst Sportswear, Inc. of Glendale Heights, Illinois.

**RESOLUTION NO. R2017-\_\_\_\_\_**

**A RESOLUTION APPROVING THE AWARD  
OF A BID FOR THE PROVISION OF APPAREL  
TO SUNBURST SPORTSWEAR, INC. OF GLENDALE HEIGHTS, ILLINOIS**

WHEREAS, the Village sought bids for Seasonal Program Apparel (“*Contract*”), for the provision of embroidered and screened t-shirts, sweatshirts, polo shirts, fanny packs, and hats for program participants and staff members;

WHEREAS, Sunburst Sportswear, Inc. of Glendale Heights, Illinois was the lowest, responsible bidder of the firms that submitted bid packages to the Village; and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_ day of \_\_\_\_\_, 2017.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017

---

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

# 6212428\_v1

**EXHIBIT A**

**CONTRACT**

**VILLAGE OF LINCOLNWOOD**  
**REQUEST FOR PROPOSALS**

**OWNER:**

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

The Village will receive sealed proposals for delivery of the Products generally described as follows:

Product No.	Description of Product to be Delivered to the Village	Quantity of Product to be Delivered to the Village
See attached specifications	Seasonal program apparel – see attached specifications	See attached specifications

The Product(s) must be delivered to the following address:

Lincolnwood Parks & Recreation  
6900 N. Lincoln Avenue  
Lincolnwood, IL 60712

(the "*Delivery Address*")

**INSTRUCTIONS TO BIDDERS**

**Preparation of Proposals**

All proposals for the delivery of the Products 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. 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.

**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.

**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. Sealed bids will be received by the Village of Lincolnwood until 10:00 A.M., C.D.T. on Friday, March 31, 2017 at Lincolnwood Village Hall located at 6900 N. Lincoln Avenue, Lincolnwood, Illinois 60712. Bids received after such time will be returned unopened. Immediately after the deadline,

sealed bids will be opened and read in the Village Hall Council Chambers located at 6900 N. Lincoln Avenue, Lincolnwood, Illinois 60712. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

**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 9th day of March, 2017.

VILLAGE OF LINCOLNWOOD

By: Timothy C. Wiberg, Village Manager

VILLAGE OF LINCOLNWOOD

CONTRACT/PROPOSAL FOR THE DELIVERY OF THE  
SEASONAL PROGRAM APPAREL

Full Name of Bidder Sunburst Sportswear Inc. ("Bidder")  
Principal Office Address 95 N. Brandon Dr. Glendale Heights IL 60139  
Local Office Address Same as above  
Contact Person Jihyan Lin Telephone Number 630 924 8888

TO: Village of Lincolnwood ("Village")  
6900 North Lincoln Avenue  
Lincolnwood, Illinois 60712  
Attention: Olivia Antosz  
Recreation Supervisor

*Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None, which are securely stapled to the end of this Contract/Proposal.*

1. Proposal to Deliver Products

A. Contract and Products. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, deliver to the Village, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in the Request for Proposals attached hereto ("Products") in new, undamaged, and first-quality condition. Bidder further proposes to:

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 to deliver the Products to the Village in a proper and workmanlike manner;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes; and
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes and agrees that the Products will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract/Proposal. If this Contract/Proposal specifies a Product by brand name or model, that specification is intended to reflect the required performance standards and standard of excellence that the Village requires for the Product. However, Bidder may propose to deliver a Product that is a different brand or model, if Bidder provides, within its bid, written documentation establishing that the brand or model it proposes to deliver possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to the Village, repair or replace, any damage done to, and any loss or injury suffered by, the Village as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. The Village shall have the right to inspect all or any part of the Products. If, in the Village's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract/Proposal, then the Village, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Bidder to correct or replace such Products at Bidder's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract/Proposal. Products 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 deliver the Products to the Village in accordance with the attached Bid Form.

If the Village has specified the Quantity of Products to be delivered to the Village on Page 1 of the Request for Proposals, then Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Proposal, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (in writing)

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (in figures)

If the Village has not specified the Quantity of Products to be delivered to the Village on Page 1 of the Request for Proposals, then Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract/Proposal, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by the Village.

### 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. Total artwork fees stated in the Bid Spec Sheets are firm and shall be charged only once per item. There will be no artwork fees for items that are reordered up to two times.
3. All shipping costs are factored into the prices provided in the specifications.
2. The Village is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
4. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and

5. If a Quantity of Products to be delivered to the Village is specified on Page 1 of the Request for Proposals, such amount is an estimate only. The Village reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the Village for each Product and the actual number of Products that comply with this Contract/Proposal that are accepted by the Village. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be delivered.

### C. Time of Payment

It is expressly understood and agreed that all payments shall be made by check within 45 days after receipt.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal.

## 3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall deliver the Products as listed on each Apparel Bid Spec Sheet of the Specifications to the Village at 6900 North Lincoln Avenue in Lincolnwood, IL 60712.

## 4. Financial Assurance

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

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' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Contract/Proposal, including, without limitation, 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, or failure to perform, under this Contract/Proposal.

## 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 Contract/Proposal 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 Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than 90 days after delivery to the Village: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) 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 (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the Village.

B. Compliance with Laws. All Products, and all of their components, shall comply 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. Every provision required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

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: (1) 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; (2) 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.; or (3) any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to deliver the Products at the Contract Price and within the 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. Except where specifically 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 any Product 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 Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the Village.

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

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

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

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

DATED this 9th day of March, 2017.

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

Bidder's Name: Sunburst Sportswear, Inc.

Doing Business As (if different): \_\_\_\_\_

Signature of Bidder or Authorized Agent: [Signature]

(corporate seal) Printed Name: Jinyan Lin  
(if corporation)

Title/Position: President

Bidder's Business Address: 95 N. Brandon Dr.

Glendale Heights, IL 60139

Bidder's Business Telephone: 630 924 8888 Facsimile: 630 924 0008

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

NAME	TITLE	ADDRESS
Jinyan Lin	president	95 N. Brandon Dr. Glendale Heights, IL 60139
Judy Lin	VP	same as above



## Lincolnwood Park and Recreation Board Meeting

Lincolnwood Village Hall – Council Chambers

April 11, 2017

DRAFT MINUTES

### CALL TO ORDER

The meeting was called to order at 7:04 P.M.

### PRESENT AT MEETING

Park Board Members: Sarah Hardin, Laura Tomacic, Grace Diaz Herrera, Amy Kaniff

Parks and Recreation Department Staff: Laura McCarty, Katie Gamroth, Melissa Rimdzius

Village Board Liaison: Jennifer Spino

Village Staff:

Audience:

### APPROVAL OF MINUTES

On motion Kaniff/Tomacic approve the meeting minutes of the February 14, 2017. 4-0, motion passed.

### AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

### OLD BUSINESS

#### A. Presentation of the 2016 Turkey Trot Report

**Gamroth-** Presentation of the 2016 Turkey Trot Report

**Board Discussion:**

- Comments on the 2016 apparel bid and the vendor's inability to fulfill the order
- Congratulates staff on a wonderful event

**Rimdzius-** Provides information regarding the termination of the 2016 apparel bid contract

#### B. Presentation of 2016 Fall Program Report

**Gamroth-** Presentation of 2016 Fall Program Report

**Board Discussion:**

- Inquires if non-residents are welcome to register for soccer
- Comments on new gyms in the area, questions if that could also be a factor in lower fitness participation
- Questions what the AARP program is

**Gamroth-** Confirms that non-residents are welcome to register for soccer

**Gamroth-** Mentions that fitness trends have cycles and that current programs may be cycling out which would lead to lower participation. Confirms that the department will continue to try new programs with the considerations for the limitations in the Community Center.

**Gamroth-** Informs board that AARP is a defensive driving class held in the Community Center approximately eight times a year. Taught by AARP, members and non-members are able to register for a two day class that for most will result in a discount on insurance

### NEW BUSINESS

#### A. Approval of a Resolution Awarding the Bid for Staff and Participant Apparel

**Gamroth-** Provides overview of bid process

**Board Discussion:**

- Notes Aquatic Center correction on slide
- Appreciates that Sunburst Sportswear came through for us last year
- Comments on importance of trust level

On motion Tomacic/Diaz-Herrera to approve a Recommendation to Adopt a Resolution to Award a Bid for the Provision of Apparel to Sunburst Sportswear of Glendale Heights, Illinois. 4-0, motion passed

**B. Approval of Amendment to Alltown Bus Service Inc., camp bus contract**

**Gamroth-** Provides overview of Alltown Bus Service Inc., contract

**Board Discussion:**

- Questions if staff has been happy with service over the past few years

**Gamroth-** Confirms there has been a nice working relationship with Alltown and that in 2018 the Village will go out to bid again

On motion Kaniff/Tomacic to approve a Recommendation to Adopt a Resolution Approving a Second Amendment to the Contract for Department of Parks and Recreation Bus Services with Alltown Bus Services Inc., of Skokie, IL. 4-0, motion passed.

**C. Discussion on Establishing Hours of Operation for the New Recreation Paths**

**McCarty-** Would like gather feedback on establishing hours of operation for the new recreation paths. Skokie, currently does not have hours on their extension but are looking to mirror their park hours. Typically there is a dusk mandate, light until dark or an actual time in place for path operations with the need being to deter people from using the paths when it is dark out. Looking at Proesel Park we have hours from 6am – 11pm and at the smaller parks from 5am – 9pm.

**Board Discussion:**

- Questions path hours to the south
- Comments on how the paths are very dark without light
- Notes that it is a commuter path and people will be using it for transportation, and many bikes will have their own light
- Looking to prevent people from inappropriate use and being loud
- Agrees that 5am is appropriate, but 11pm seems late
- Questions why the call boxes are not working

**McCarty:** Confirms she has been unable to find any hours posted to the south, which leads her to believe they do not have any. Notes the reason for the hours is strictly safety and will ultimately give the police something to enforce.

**Hardin:** Suggests 10pm as a closing time and between now and the next meeting would like the board to talk to residents and gather their feedback

**Rimdzius:** Informs board the call boxes have been bagged up to due to the 911 transition and Village staff are working to get those back up

**CHAIRPERSON’S REPORT –**

**COMMISSIONERS’ REPORTS –**

**DIRECTOR’S REPORT –**

**McCarty:** Notes April is a busy month with special events:

- First Egg Hunt hosted by Parks and Recreation, previously held by FOP, on April 8. Very successful event with approximately 350 in attendance
- Thursday, April 20 is Mom/Son Bingo at the Fire Department
- Tuesday, April 25 is Coffee with the Clergy in Council Chambers
- Sunday, April 30 is the inaugural Best Friends Walk in Centennial Park, giving our residents the opportunity to bring their dog out to participate in an event
- Go Lincolnwood is the new health and wellness initiative that will officially kick off in June. Looking to promote fitness and health by walking for 30 minutes a day

**Hardin:** Questions if there is an online log for Go Lincolnwood

**McCarty:** Confirms there is no online log, participants can stop in the office and pick up a copy or download one from our website

**STAFF REPORTS**

**A. SUPERINTENDENT OF RECREATION – GAMROTH**

**Gamroth:** Provides camp staffing update

**B. SUPERINTENDENT OF PARKS AND FACILITIES – RIMDZIUS**

**Rimdzius-** Provides update on G.G. Rowell Park

- Kids Around The World removed the playground on Monday, April 10
- Security fencing and preparation for the installation of the new equipment started today, Tuesday April 11.
- Estimated delivery of equipment is tomorrow, Wednesday, April 12
- With an estimated completion date of Friday, April 21

**Rimdzius:** Informs board that the prototype parent/child swing combo that Landscape Structures was creating is not a true parent/child swing. Staff is now looking to order one from the original manufacturer.

**Rimdzius:** Updates board on Springfield park and the post work that needs to be completed. Notes that the group that is installing G.G. Rowell will be completing the work at Springfield

**Board Discussion:**

- Questions if there have been any complaints from residents
- Impressed with how quickly the installation is being done

**Rimdzius:** Confirms no complaints have come into the office, just have heard some standard questions more curiosity

**Rimdzius:** Gives an Aquatic Center hiring update, confirms we are still in need of lifeguards and an Aquatic Center Coordinator. Notes lifeguards need to be 16 years of age, as the 15 year olds that have been hired in the past are not able to work all areas of the pool

- C. **RECREATION SUPERVISOR – ANTOSZ**  
As noted in report
- D. **COMMUNITY OUTREACH AND MARKETING COORDINATOR – VERING**  
As noted in report
- E. **YOUTH PROGRAMS COORDINATOR - FLETCHER**  
As noted in report

**ADJOURNMENT**

Meeting adjourned at 8:15 P.M.

Park Board Minutes prepared by: Katie Gamroth, Superintendent of Recreation

Park and Recreation Board President:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

# Request For Board Action

**REFERRED TO BOARD:** April 18, 2017

**AGENDA ITEM NO:** 4

**ORIGINATING DEPARTMENT:** Parks and Recreation

**SUBJECT:** Approval of a Recommendation by the Parks and Recreation Board to Adopt a Resolution Approving a Second Amendment to the Contract for Parks and Recreation Department Bus Services with Alltown Bus Services Inc., of Skokie, IL.

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Parks and Recreation Department utilizes contracted bus transportation for summer day camp daily shuttle services, field trips and for the swim team's transportation to swim meets. Every three years the Village goes through the formal bid solicitation process to award a contract. Once a contract is awarded, the Village has the option of extending the contract for additional years.

On April 21, 2015, Alltown bus Services, Inc. of Skokie IL. was awarded the bid for the provision of summer bus transportation for day camps and swim team. Alltown Bus Service has provided summer bus transportation since 2009 and in numerous years prior to 2008. Staff's experience working with Alltown Bus Services, Inc. has been favorable. They provide timely service and clean buses. The drivers are professional, safe and courteous. Headquartered in Skokie at 7300 N. St. Louis Avenue, they are very knowledgeable of Lincolnwood and the surrounding area.

The Parks and Recreation Department would like to continue working with Alltown bus Services, Inc. during the 2017 summer season, and desire to enter into a second amendment to the Contract to renew the Contract for a one-year renewal term. The prices will remain the same as the 2016 prices.

<b>Service</b>	<b>Price</b>
1. Field Trip services within 30 miles	\$234.73 per bus per field trip
2. Field Trip service outside of 30 miles	\$257.25 per bus per field trip
3. Daily shuttle service within Lincolnwood	\$234.73 per bus per field trip
4. Swim meet service within 30 miles	\$ 255.23 per bus per meet
5. Swim meet service outside of 30 miles	\$378.23 per bus per meet
6. Cancellation fee for field trip busing	\$70.73 per bus per field trip

The Parks and Recreation Board discussed this amendment at the April 11, 2017 meeting. They unanimously voted to approve the second amendment to the Contract with Alltown Bus Services, Inc. of Skokie, IL. for the provision of summer bus transportation for day camps and swim team.

**FINANCIAL IMPACT:**

There is \$23,000 budgeted for the day camp transportation and \$1000 for swim meet transportation in the Fiscal Year 2017/2018 Parks and Recreation Department budget. All transportation costs are recovered through fees charged to the participants.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Second Amendment to Contract/Proposal
3. Unapproved Minutes of the April 11, 2017 meeting of the Parks and Recreation Board

**RECOMMENDED MOTION:**

**Move to approve** a recommendation by the Parks and Recreation Board to adopt a Resolution approving the second amendment to the Contract with Alltown Bus Services., of Skokie, IL. for the provision of summer bus transportation for day camps and swim team.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-\_\_\_\_\_

**A RESOLUTION APPROVING A SECOND AMENDMENT TO THE CONTRACT FOR  
DEPARTMENT OF PARK AND RECREATION BUS SERVICES  
WITH ALLTOWN BUS SERVICE, INC.**

WHEREAS, on April 21, 2015, Alltown Bus Service, Inc. ("*Alltown*"), submitted to the Village a "Contract/Proposal for Department of Park and Recreation Bus Services" ("*Contract*") to perform certain bus services ("*Bus Services*") for the Village, which Contract the Village accepted; and

WHEREAS, pursuant to Section 3 of the Contract, the Contract may be renewed each year upon the mutual agreement of Alltown and the Village; and

WHEREAS, the Village desires Alltown to continue performing, and Alltown desires to continue to perform, the Bus Services for the Village; and

WHEREAS, the Village and Alltown now desire to enter into a second amendment to the Contract to: (i) renew the Contract for a one-year renewal term; and (ii) amend the schedule of prices set forth in the Contract ("*Second Amendment*"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Second Amendment to the Contract with Alltown;

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 SECOND AMENDMENT TO CONTRACT. The Second Amendment to the Contract by and between the Village and Alltown is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF SECOND AMENDMENT TO CONTRACT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Second Amendment to the Contract upon receipt by the Village Clerk of at least one original copy of the Second Amendment to the Contract executed by Alltown; provided, however, that if the executed copy of the Second Amendment to the Contract is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

PASSED this \_\_\_ day of \_\_\_\_\_, 2017.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017

---

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

#40130949\_v1

**EXHIBIT A**

**Second Amendment to Contract**

**SECOND AMENDMENT TO CONTRACT/PROPOSAL FOR  
DEPARTMENT OF PARKS AND RECREATION BUS SERVICES**

THIS IS A SECOND AMENDMENT ("**Second Amendment**"), dated as of March \_\_, 2017, to that certain Contract/Proposal for Department of Parks and Recreation Bus Services, between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("**Village**"), and **ALLTOWN BUS SERVICE, INC.**, an Illinois corporation ("**Bidder**") (collectively, the Village and Bidder are the "**Parties**").

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

**SECTION ONE. RECITALS.**

**A.** On April 1, 2015, the Bidder submitted to the Village a "Contract/Proposal for Department of Parks and Recreation Bus Services" ("**Contract**") to perform certain bus services ("**Bus Services**") for the Village. The Contract was accepted by the Village.

**B.** Pursuant to Sections 1.B and 7 of the Contract, the Bidder agreed to perform the Bus Services in accordance with the specifications attached to the Contract as Exhibit A ("**Specifications**").

**C.** Section 2.A of the Contract sets forth the prices that Bidder will be paid for the performance of the Bus Services ("**Schedule of Prices**").

**D.** Pursuant to Section 3 of the Contract, the initial term of the Contract was one year and may be renewed for additional one-year renewal terms upon the mutual agreement of the Parties.

**E.** In May of 2016, the Parties entered into that certain First Amendment to the Contract for the provision of Bus Services for the one-year period beginning on June 3, 2016.

**F.** The Parties mutually desire to enter into this Second Amendment to: (i) renew the Contract for an additional one-year renewal term ("**Second Renewal Term**"); (ii) amend the Specifications applicable during the Second Renewal Term, as set forth in **Exhibit 1** attached to and, by this reference, made a part of this Second Amendment ("**Amended Specifications**"); and (iii) amend the Schedule of Prices applicable during the Second Renewal Term, as set forth in **Exhibit 2** attached to and, by this reference, made a part of this Second Amendment ("**Amended Schedule of Prices**").

**SECTION TWO. ONE-YEAR RENEWAL.**

Pursuant to Section 3 of the Contract, the Parties hereby agree that the Bidder shall perform the Bus Services under the same terms and conditions set forth in the

Contract, except as specifically provided in this Second Amendment, during the Second Renewal Term, which will begin on the date that the Parties fully execute and deliver this Second Amendment and will end one year thereafter.

**SECTION THREE. AMENDMENT OF SPECIFICATIONS.**

The Specifications attached to the Contract as Exhibit A are hereby deleted in their entirety and replaced with the Amended Specifications set forth in Exhibit 1.

**SECTION FOUR. AMENDMENT OF SCHEDULE OF PRICES.**

Section 2.A, titled "Schedule of Prices," of the Contract is hereby deleted in its entirety and replaced with the Amended Schedule of Prices set forth in Exhibit 2.

**SECTION FIVE. REPRESENTATIONS.**

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

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

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

ATTEST:

\_\_\_\_\_  
Beryl Herman, Village Clerk

**VILLAGE OF LINCOLNWOOD,**  
an Illinois home rule municipal corporation

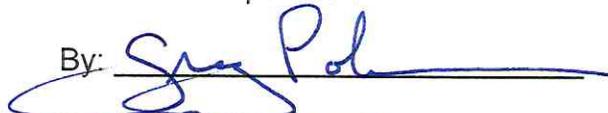
By: \_\_\_\_\_  
          Timothy Wiberg  
Its:       Village Manager

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ALLTOWN BUS SERVICE, INC.**  
an Illinois corporation

By:  \_\_\_\_\_  
Its: PRESIDENT \_\_\_\_\_

## EXHIBIT 1

### AMENDED SPECIFICATIONS

#### AMENDED SPECIFICATIONS FOR PARKS AND RECREATION BUS SERVICES

1. Scope of Services. Bidder shall furnish all services, labor, equipment, facilities, and materials for bus, as requested by the Village of Lincolnwood Department of Parks and Recreation ("**Department of Parks and Recreation**"), for bus services, including without limitation day camp field trips, daily shuttle service, and swim meets, as provided in this Contract/Proposal. The duration of the bus services will be from June 20, 2017 through August 18, 2017 with (excluding July 4, 2017, on which day no camp will be held), including without limitation five-day camps scheduled for June 20 – August 11, 2017 and August 14-18, 2017 and up to four swim meets. Prior to June 20, 2017, the Bidder must familiarize all drivers, operators, or other persons providing the services with information, that the Village will provide, concerning all camp locations and the routes for daily shuttle runs within the Village. The Services must commence on June 20, 2017 and must be provided pursuant to the following specifications:

##### A. Day Camp Bid Specifications

###### 1. Prairie Dogs:

- One field trip bus needed once every other week for a maximum of four field trips during each such week within Lincolnwood and the Chicago Metropolitan Area.
- Camp is located at the Lincolnwood Community Center, 6900 N. Lincoln Avenue (corner of Morse and Lincoln Avenues), Lincolnwood, Illinois. Camp hours are 8:45 am - 1 pm Monday, Wednesday and Friday (no camp on July 4).
- Approximately 40 campers (3 – 4 years old) plus 8-10 staff.

###### 2. Little Lincolns:

- One or two field trip bus(es) needed once every other week for a maximum of four field trips during each such week within Lincolnwood and the Chicago Metropolitan Area.
- Camp is located at Proesel Park (1 block East of Morse on Kostner Avenue), Lincolnwood, Illinois. Camp hours are 8:45 am – 2:45 pm Monday, Wednesday and Friday (no camp on July 4).
- Approximately 70 campers (Grades K-2<sup>nd</sup>) plus 14 staff.

###### 3. Camp Potawatomie:

- One or two field trip bus(es) will be needed once per week for a maximum of nine field trips during each week within Lincolnwood and the Chicago Metropolitan Area.
- Camp is located at Proesel Park (corner of Morse and Kostner Avenues), Lincolnwood, Illinois. Camp hours are 8:45 am – 2:45 pm Monday – Friday (no camp on July 4).
- Approximately 60 campers (Grades K-2<sup>nd</sup>) plus 12 staff.

4. Rutledge Rockets:
  - One or two field trip bus(es) will be needed once per week for a maximum of nine field trips during each week within Lincolnwood and the Chicago Metropolitan Area.
  - Camp is located at Proesel Park (corner of Morse and Kostner Avenues), Lincolnwood, Illinois. Camp hours are 8:45 am – 2:45 pm Monday – Friday (no camp on July 4).
  - Approximately 60 campers (Grades 3<sup>rd</sup>-5<sup>th</sup>) plus 10 staff.
5. Adventure Camp:
  - One or two field trip bus(es) will be needed twice per week for a maximum of 18 field trips during each week within Lincolnwood and the Chicago Metropolitan Area.
  - Camp is located at Proesel Park (corner of Morse and Kostner Avenues), Lincolnwood, Illinois. Camp hours are 8:45 am – 2:45 pm Monday – Friday (no camp on July 4).
  - Approximately 50 campers (Grades 6<sup>th</sup> – 9<sup>th</sup>) plus 9 staff.
6. Camp 74:
  - One field trip bus will be needed once per week for a maximum of five field trips during each week within Lincolnwood and the Chicago Metropolitan Area.
  - Camp is located at Proesel Park (corner of Morse and Kostner Avenues), Lincolnwood, Illinois. Camp hours are 12:30 - 4:30 pm Monday – Thursday and 8:45 am – 2:45 pm Friday July 10 – August 11, 2017 only (5 weeks only).
  - Approximately 40 campers (Grades K-8<sup>th</sup>) plus 8 staff.
7. The Last Hurrah:
  - One field trip bus will be needed for a maximum of three field trips a week during the one week camp within Lincolnwood and the Chicago Metropolitan Area.
  - Camp is located at Proesel Park (corner of Morse and Kostner Avenues), Lincolnwood, Illinois. Camp hours are 8:45 am-2:45 pm Monday – Friday, August 14 - 18, 2017
  - Approximately 40 campers (Grades K-5<sup>th</sup>) plus 8 staff.
8. Daily Bus Service:
  - One daily bus will be needed for shuttle services within Lincolnwood June 20, 2017 through August 11, 2017.
  - Routes will be determined by camp management staff and communicated to driver on an ongoing basis.
  - Bus will report to Proesel Park (corner of Morse and Kostner Avenues), Lincolnwood, Illinois, on every Monday through Friday at 9:00 am (no camp on July 4)
  - Bus will shuttle campers as directed by camp management staff throughout the day, concluding no later than 4:30 pm July 10 – August 10, and no later than 3:30pm July 20- July 10, 2017.
  - Daily bus may also be used for roundtrip field trips within 30 miles of camp (one way) when not needed in shuttle capacity.

## B. Swim Team Bid Specifications

### 1. Swim Meets:

- One bus needed to service up to four swim meets within the Chicago Metropolitan Area; some trips may be out of state.
- Swim team is located at the Proesel Park Family Aquatic Center (7155 N. Kostner Avenue), Lincolnwood, Illinois.
- Hours and dates will vary; approximately 50 participants plus 10 staff.

The Village reserves the right to change the schedule of Services as it deems necessary in the best interest of the programs listed above. Actual time will depend on the weather, daily attendance and trip schedule. There may be days when the buses are dismissed earlier than anticipated or later depending on trips. There is no guarantee that the hours stated above will remain consistent, however all attempts will be made to adhere to the above stated schedules.

2. Calls for Services. Services under this Contract/Proposal shall be rendered only upon the request of the Department of Parks and Recreation. Bidder, upon notification by the Department of Parks and Recreation, shall send the requested number and type of buses to the designated location. The Bidder shall consider calls from the Department of Parks and Recreation as having first priority over requests for service from other parties. Bidder shall maintain the equipment and labor force needed to supply the Services on a full twenty-four hour per day basis every day of the year.

3. Responsibility for Property. Bidder expressly assumes full responsibility and liability for all property entrusted to its care, including all equipment and contents thereof.

### 4. Responsibility for Personnel and Subcontractors.

- A. General. Bidder assumes full responsibility for its employees, agents and drivers to all acts performed pursuant to this Contract/Proposal. Bidder shall assign only competent, courteous, trustworthy, sober employees and drivers who comply with all applicable legal requirements to provide the Services required under the provisions of this Contract/Proposal. Bidder shall not employ any person who has been convicted of any felony related to the performance of the Services or any person who has been convicted, within the immediately preceding five years, of any misdemeanor violation relating to the performance of the Services.
- B. Annual Disclosure. Bidder, annually during the term of this Contract/Proposal, shall provide to the Village a sworn list including the name, address, and telephone number of each owner, officer, and holder of more than ten percent of shares of Bidder.
- C. Approval and Use of Subcontractors. Bidder shall cause the Services to be performed under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Bidder shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor shall not relieve the Bidder of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract/Proposal. All Services

performed by any subcontractor shall be subject to all of the provisions of this Contract/Proposal in the same manner as if performed by employees of Bidder. Every reference in this Contract/Proposal to "Bidder" shall be deemed also to refer to all subcontractors of the Bidder.

- D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to the Village, the Bidder, immediately on notice from the Village, shall remove and replace such personnel or subcontractor. Bidder shall have no claim for damages as a result of any such removal or replacement.

5. Licensing and Background Information.

- A. All of the Bidder's drivers and operators shall have and maintain all required federal and Illinois driver's licenses, including, without limitation, current valid Illinois Commercial Driver's License(s). The Bidder shall file verification of proper licenses for each driver and operator with the Village.
- B. Prior to the effective date of this Contract/Proposal, Bidder shall provide the Department of Parks and Recreation with the following information for each bus operator, driver and person that will be engaged in the performance of the Services and is employed on the effective date of the Contract/Proposal; provided that this information may be provided for each operator, driver and person engaged in the performance of the Services hired during the term of the Contract within ten days after the date of hire; and for all operators, drivers and persons engaged in the performance of the Services employed at the time that Bidder submits a request to renew this Contract:
  - i. Name;
  - ii. Address;
  - iii. Date of birth;
  - iv. Driver's license number, state of issuance, date of expiration, licensed classifications, and license restrictions, including copies of such license(s).
  - v. Evidence that each operator, driver, or person engaged in the performance of the Services has received a minimum of 10 hours of training in school bus safety during the previous 12 months.
  - vi. Verification of completed criminal background checks for each operator, driver, or person engaged in the performance of the Services; and
  - vii. An acknowledgement that each operator, driver, or person engaged in the performance of the Services has received and reviewed

the Village of Lincolnwood Child Protection Management Policy, which the Village will furnish to the Bidder, prior to the effective date of this Contract/Proposal.

- C. Bidder must have a minimum of three years relevant experience in providing bus services that include the transportation of school-age children.

6. Hours of Service/Local Office. Bidder shall maintain hours of operation consistent with normal business hours (9:00 am to 5:00 pm) Monday through Friday and for at least three hours (from approximately 9:00 a.m. to 12:00 p.m.) on Saturday. Bidder must maintain a local office within Niles Township or within a 20-mile drive of the Village in order to facilitate access to the Services on rain days and to ensure efficient delivery of the Services. The local office must be staffed by a manager and at least one dispatcher at all times when the Services are being provided, and the dispatcher must maintain radio or telephone access to all buses during all times that Services are provided.

7. Equipment. Bidder shall provide and maintain all equipment and labor needed to supply the Services during the term of this Contract/Proposal. Bidder must ensure that all buses used to provide the Services are in good working order, are equipped with properly functioning seat belts for each occupant, and are equipped with either radio or telephone equipment that allow the Bidder to maintain 24 hour communication capability between the bus operator and the Bidder's radio operator/dispatchers to ensure that the Bidder can provide an immediate response in the event of an emergency, mechanical failure, or any other disruption of the Services. Bidder shall be responsible for inspecting buses daily, both internally and externally, to maintain high standards in safety and cleanliness. Bidder shall ensure that the operation and equipment of all buses used to perform the Services are in full compliance with all applicable federal and state statutory and regulatory requirements concerning the operation and equipment of school buses.

8. Minimum Capacity. All busses used for the provision of the Services must have a minimum capacity of 71 passengers.

9. Compliance with Standards. All Services must be provided in compliance with the applicable standards promulgated by the American Camp Association.

## EXHIBIT 2

### AMENDED SCHEDULE OF PRICES

#### A. Schedule of Prices

For providing, performing, and completing each of the items of the Services (which are more fully described in Exhibit A), the following amounts per diem:

<b>Service</b>	<b>Price</b>
Cost per bus, per field trip for service within a 30 Mile radius from departure of camp site to return to camp site	\$ <b>234.73</b> per bus per field trip
Cost per bus, per field trip for service outside of a 30 mile radius from departure of camp site to return to camp site	\$ <b>257.25</b> per bus per field trip
Cost per bus, per day for daily shuttle service within Lincolnwood; bus may also be used for field trips within a 30 mile radius from departure at camp site to return to camp site when not needed in shuttle capacity	\$ <b>234.73</b> per bus per day
Cost per bus, per swim meet, within a 30 mile radius for swim team	\$ <b>255.23</b> per bus per meet
Cost per bus, per swim meet outside of a 30 mile radius for swim team	\$ <b>378.23</b> per bus per meet
Cancellation fee, <b>if any</b> , for field trip busing	\$ <b>70.73</b> per bus per field trip

No other fees or charges are allowed.



## Lincolnwood Park and Recreation Board Meeting

Lincolnwood Village Hall – Council Chambers

April 11, 2017

DRAFT MINUTES

### CALL TO ORDER

The meeting was called to order at 7:04 P.M.

### PRESENT AT MEETING

Park Board Members: Sarah Hardin, Laura Tomacic, Grace Diaz Herrera, Amy Kaniff

Parks and Recreation Department Staff: Laura McCarty, Katie Gamroth, Melissa Rimdzius

Village Board Liaison: Jennifer Spino

Village Staff:

Audience:

### APPROVAL OF MINUTES

On motion Kaniff/Tomacic approve the meeting minutes of the February 14, 2017. 4-0, motion passed.

### AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

### OLD BUSINESS

#### A. Presentation of the 2016 Turkey Trot Report

**Gamroth-** Presentation of the 2016 Turkey Trot Report

**Board Discussion:**

- Comments on the 2016 apparel bid and the vendor's inability to fulfill the order
- Congratulates staff on a wonderful event

**Rimdzius-** Provides information regarding the termination of the 2016 apparel bid contract

#### B. Presentation of 2016 Fall Program Report

**Gamroth-** Presentation of 2016 Fall Program Report

**Board Discussion:**

- Inquires if non-residents are welcome to register for soccer
- Comments on new gyms in the area, questions if that could also be a factor in lower fitness participation
- Questions what the AARP program is

**Gamroth-** Confirms that non-residents are welcome to register for soccer

**Gamroth-** Mentions that fitness trends have cycles and that current programs may be cycling out which would lead to lower participation. Confirms that the department will continue to try new programs with the considerations for the limitations in the Community Center.

**Gamroth-** Informs board that AARP is a defensive driving class held in the Community Center approximately eight times a year. Taught by AARP, members and non-members are able to register for a two day class that for most will result in a discount on insurance

### NEW BUSINESS

#### A. Approval of a Resolution Awarding the Bid for Staff and Participant Apparel

**Gamroth-** Provides overview of bid process

**Board Discussion:**

- Notes Aquatic Center correction on slide
- Appreciates that Sunburst Sportswear came through for us last year
- Comments on importance of trust level

On motion Tomacic/Diaz-Herrera to approve a Recommendation to Adopt a Resolution to Award a Bid for the Provision of Apparel to Sunburst Sportswear of Glendale Heights, Illinois. 4-0, motion passed

**B. Approval of Amendment to Alltown Bus Service Inc., camp bus contract**

**Gamroth-** Provides overview of Alltown Bus Service Inc., contract

**Board Discussion:**

- Questions if staff has been happy with service over the past few years

**Gamroth-** Confirms there has been a nice working relationship with Alltown and that in 2018 the Village will go out to bid again

On motion Kaniff/Tomacic to approve a Recommendation to Adopt a Resolution Approving a Second Amendment to the Contract for Department of Parks and Recreation Bus Services with Alltown Bus Services Inc., of Skokie, IL. 4-0, motion passed.

**C. Discussion on Establishing Hours of Operation for the New Recreation Paths**

**McCarty-** Would like gather feedback on establishing hours of operation for the new recreation paths. Skokie, currently does not have hours on their extension but are looking to mirror their park hours. Typically there is a dusk mandate, light until dark or an actual time in place for path operations with the need being to deter people from using the paths when it is dark out. Looking at Proesel Park we have hours from 6am – 11pm and at the smaller parks from 5am – 9pm.

**Board Discussion:**

- Questions path hours to the south
- Comments on how the paths are very dark without light
- Notes that it is a commuter path and people will be using it for transportation, and many bikes will have their own light
- Looking to prevent people from inappropriate use and being loud
- Agrees that 5am is appropriate, but 11pm seems late
- Questions why the call boxes are not working

**McCarty:** Confirms she has been unable to find any hours posted to the south, which leads her to believe they do not have any. Notes the reason for the hours is strictly safety and will ultimately give the police something to enforce.

**Hardin:** Suggests 10pm as a closing time and between now and the next meeting would like the board to talk to residents and gather their feedback

**Rimdzius:** Informs board the call boxes have been bagged up to due to the 911 transition and Village staff are working to get those back up

**CHAIRPERSON’S REPORT –**

**COMMISSIONERS’ REPORTS –**

**DIRECTOR’S REPORT –**

**McCarty:** Notes April is a busy month with special events:

- First Egg Hunt hosted by Parks and Recreation, previously held by FOP, on April 8. Very successful event with approximately 350 in attendance
- Thursday, April 20 is Mom/Son Bingo at the Fire Department
- Tuesday, April 25 is Coffee with the Clergy in Council Chambers
- Sunday, April 30 is the inaugural Best Friends Walk in Centennial Park, giving our residents the opportunity to bring their dog out to participate in an event
- Go Lincolnwood is the new health and wellness initiative that will officially kick off in June. Looking to promote fitness and health by walking for 30 minutes a day

**Hardin:** Questions if there is an online log for Go Lincolnwood

**McCarty:** Confirms there is no online log, participants can stop in the office and pick up a copy or download one from our website

**STAFF REPORTS**

**A. SUPERINTENDENT OF RECREATION – GAMROTH**

**Gamroth:** Provides camp staffing update

**B. SUPERINTENDENT OF PARKS AND FACILITIES – RIMDZIUS**

**Rimdzius-** Provides update on G.G. Rowell Park

- Kids Around The World removed the playground on Monday, April 10
- Security fencing and preparation for the installation of the new equipment started today, Tuesday April 11.
- Estimated delivery of equipment is tomorrow, Wednesday, April 12
- With an estimated completion date of Friday, April 21

**Rimdzius:** Informs board that the prototype parent/child swing combo that Landscape Structures was creating is not a true parent/child swing. Staff is now looking to order one from the original manufacturer.

**Rimdzius:** Updates board on Springfield park and the post work that needs to be completed. Notes that the group that is installing G.G. Rowell will be completing the work at Springfield

**Board Discussion:**

- Questions if there have been any complaints from residents
- Impressed with how quickly the installation is being done

**Rimdzius:** Confirms no complaints have come into the office, just have heard some standard questions more curiosity

**Rimdzius:** Gives an Aquatic Center hiring update, confirms we are still in need of lifeguards and an Aquatic Center Coordinator. Notes lifeguards need to be 16 years of age, as the 15 year olds that have been hired in the past are not able to work all areas of the pool

- C. **RECREATION SUPERVISOR – ANTOSZ**  
As noted in report
- D. **COMMUNITY OUTREACH AND MARKETING COORDINATOR – VERING**  
As noted in report
- E. **YOUTH PROGRAMS COORDINATOR - FLETCHER**  
As noted in report

**ADJOURNMENT**

Meeting adjourned at 8:15 P.M.

Park Board Minutes prepared by: Katie Gamroth, Superintendent of Recreation

Park and Recreation Board President:

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

# Request For Board Action

**REFERRED TO BOARD:** April 18, 2017

**AGENDA ITEM NO:** 5

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of an Ordinance in Case #ZB-01-17 to Approve Certain Variations of the Zoning Code to Permit Two New Wall Signs on the East Façade of the Building at 3944 West Touhy Avenue

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Damien Kardaras, Property Owner of the three-tenant building housing Chroma Beauty Salon and Aveda Spa ("Chroma") at 3944 West Touhy Avenue, seeks Zoning Variations to install two related wall signs on the east building façade to attempt to remedy ongoing issues with the lack of visibility of identification signage for the salon along Touhy Avenue. The Petitioner believes the location of the existing sign, the presence of street trees and other visual clutter in the parkway, and the speed of traffic on Touhy Avenue all combine to make the sign difficult to see, in turn making the business difficult to find. The property is within the B-2, General Business District. The Petitioner is requesting two separate signs of approximately 16 inches (Aveda sign) and 27 inches (Chroma sign) in height in order to provide appropriate visibility for the proposed wall signs. In order to install the proposed signage, the Petitioner seeks the following Variations:

- 1) Allow two wall signs that are not located on a street frontage and do not face a street, but are visible from a street (Touhy Avenue) and exceed the maximum permissible number of wall signs on one wall (Section 11.04(2)i);
- 2) Allow a wall sign that is not located within a permitted Signable Wall Area (Section 11.04(2)ii); and
- 3) Allow a wall sign that exceeds the maximum permissible height, as it is above the bottom sills of the second floor windows (Section 11.04(2)v).

The Zoning Board of Appeals recommended approval of the requested Variations by a 5-2 vote, subject to the proposed "Chroma" sign being moved lower on the building elevation and the proposed "Aveda" sign higher on the building elevation, so they are immediately above and below the horizontal architectural band separating the first floor from the second floor.

At its April 5, 2017 meeting, the Village Board concurred, by a 5-1 vote, with the Zoning Board of Appeals recommendation and directed the Village Attorney to prepare the requisite Ordinance. Attached for approval is the proposed Ordinance prepared by the Village Attorney, consistent with Village Board direction.

## **FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance granting certain Variations of the Zoning Code to permit the installation of two new wall signs on the east façade of the building housing the Chroma Beauty Salon & Aveda Spa at 3944 West Touhy Avenue.

THIS SPACE FOR RECORDERS USE ONLY

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE GRANTING VARIATIONS FOR  
THE INSTALLATION OF TWO WALL SIGNS**

(3944 West Touhy Avenue)

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

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 \_\_\_\_\_, 2017

\_\_\_\_\_  
Village Clerk

**AN ORDINANCE GRANTING VARIATIONS FOR  
THE INSTALLATION OF TWO WALL SIGNS  
(3944 West Touhy Avenue)**

WHEREAS, Damien Kardaras ("*Applicant*") is the owner of that certain property located in the B-2 General Business District ("*B-2 District*"), commonly known as 3944 West Touhy Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("*Property*"); and

WHEREAS, the Property is located adjacent to, and to the north of, the Touhy Avenue right-of-way; and

WHEREAS, the Property is improved with a multi-tenant commercial building ("*Existing Building*"); and

WHEREAS, the Applicant desires to install two wall signs along the eastern frontage of the Existing Building (collectively, the "*Proposed Signs*"); and

WHEREAS, pursuant to Section 11.04(2)i of "The Village of Lincolnwood Zoning Ordinance," as amended ("*Zoning Ordinance*"), wall signs that are not located along a street frontage may not be visible from the street; and

WHEREAS, pursuant to Section 11.04(2)ii of the Zoning Ordinance, wall signs may not be installed within a signable wall area that extends beyond the premises of the business establishment to which they relate; and

WHEREAS, pursuant to Section 11.04(2)v of the Zoning Ordinance, wall signs may not be installed at a height above the bottom sills of any second floor windows; and

WHEREAS, the Proposed Signs will be visible from the Touhy Avenue right-of-way, and beyond the premises of the business establishments to which they relate, in violation of Sections 11.04(2)i and 11.04(2)ii of the Zoning Ordinance; and

WHEREAS, one of the two Proposed Signs will be installed above the bottom sills of the second floor windows of the Existing Building, in violation of Section 11.04(2)v of the Zoning Ordinance; and

WHEREAS, in order to permit the installation of the Proposed Signs on the Property, the Applicant filed an application for variations from Sections 11.04(2)i, 11.04(2)ii, and 11.04(2)v of the Zoning Ordinance to permit the installation of the Proposed Signs on the Property; and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village of Lincolnwood ("*ZBA*") to consider approval of the requested variations was duly advertised in the *Lincolnwood Review* on February 23, 2017, and held on March 15, 2017; and

WHEREAS, on March 15, 2017, the ZBA made findings and recommendations in support of the requested variations for the Proposed Signs, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the requested variations for the Proposed Signs meet the required standards for variations as set forth in Article XI of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the requested variation for the Proposed Hamlin Avenue Wall Sign, subject to the conditions, restrictions, and provisions of this Ordinance;

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

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

SECTION 2. GRANT OF VARIATIONS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, and in accordance with, and pursuant to, Article V of the Zoning Ordinance and the home rule powers of the Village, the Village hereby grants variations from Sections 11.04(2)i, 11.04(2)ii, and 11.04(2)v of the Zoning Ordinance to permit the installation of the Proposed Signs.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Section 2 of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Proposed Signs and the Property in compliance with each and all of the following conditions:

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of all signs on the Property (including, without limitation, the Proposed Signs) and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. Compliance with Plans. Except for minor changes and site work approved by the Village Zoning Officer (for matters within his permitting authority) in accordance with all applicable Village standards, the installation, use, operation, and maintenance of the Proposed Signs must comply with the sign plan prepared by Fastsigns, consisting of two sheets, with a latest revision date of February 21, 2017, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**.
- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant is liable for the payment to the Village, promptly upon presentation of a written demand or demands therefor, of all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand

has been made must be made by a certified or cashier's check. Further, the Applicant is liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and are binding upon, the Applicant and each of its heirs, representatives, successors, and assigns.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Section 2 of this Ordinance may, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section 2 of this Ordinance unless they first provide them with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-2 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approvals granted in Section 2 of this Ordinance that may be requested by the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 8. EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
  2. Publication in pamphlet form in the manner required by law; and
  3. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and

all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

- B. In the event the Applicant does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

PASSED this \_\_\_\_\_ day of April, 2017.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of April, 2017.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017

---

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

#50589443\_v1

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOTS 11 AND 12 IN BLOCK 4 IN CRAWFORD-TOUHY-PRAIRIE ROAD IN THE S ½ OF THE S ¼ OF THE W ½ OF SW ¼ OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS . . . COMMONLY KNOWN AS NO. 3940-46 TOUHY AVENUE, LINCOLNWOOD, ILLINOIS.

Commonly known as: 3944 West Touhy Avenue, Lincolnwood, Illinois.

PIN'S: 10-26-316-019-0000 and 10-26-316-020-0000

**EXHIBIT B**

**SIGN PLAN**



**FASTSIGNS LINCOLNWOOD**  
 3450 W.DEVON AVE.  
 LINCOLNWOOD, IL 60712  
 ph: (847)675-1600  
 fax: (847)675-1614  
 Email: 80@fastsigns.com

**Estimate**

**80- 31615**

Estimate Date: 2/21/2017 4:40:27PM

Printed: 2/21/2017 4:45:26PM

	Product	Qty	Sides	H x W	Unit Cost	Totals
1	ILLUMINATED: WALL SIGN	1	1	27 x 188	\$4,560.75	\$4,560.75
<b>Description:</b> ALL REVERSE CHANNEL BACKLIT LETTERS; REMOTE POWER SUPPLY NEEDED					Includes Discount:	(\$686.25)
<b>Color:</b> Client Art						
<b>Text:</b> CHROMA LOGO (APPROX 27"H X 188"W) AVEDA LOGO (APPROX 16"H X 80"W)						

2	INSTALL-ILLUM SIGN	1	1	1 x 1	\$2,450.00	\$2,450.00
<b>Description:</b> DESCRIPTION: Install Illuminated Sign LOCATION: EAST SIDE OF BUILDING SURFACE: STUCCO; STONE HEIGHT: APPROX 14' ABOVE GRADE ADDRESS: 3944 W. TOUHY, LINCOLNWOOD ON SITE CONTACT: TBD					Includes Discount:	(\$367.50)
PERMITS: OBTAINING SIGN PERMITS IS THE RESPONSIBILITY OF THE CUSTOMER						
NOTE: ELECTRICAL CONNECTIONS TO BE PROVIDED BY THE CUSTOMER; ACCESS NEEDED BEHIND INSTALLATION WALL BEHIND ENTIRE LENGTH OF SIGN (FASTSIGNS: TO PROVIDE FINAL HOOK UP ONLY)						

**Color:**

**Notes:**

Line Item Total:	<b>\$7,010.75</b>
Tax Exempt Amt:	<b>\$2,530.75</b>
Subtotal:	<b>\$7,010.75</b>
Taxes:	<b>\$448.00</b>
Total:	<b>\$7,458.75</b>

Deposit Required: **\$3,729.38**

Bill To: Chroma Salon  
 Damien Kardaras  
 3944 W. Touhy Ave.  
 LINCOLNWOOD, IL 60712

CUSTOM SIGNS ARE NON-REFUNDABLE

Received/Accepted By:     /    /



Exhibit B-3

**EXHIBIT C**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, Damien Kardaras ("**Applicant**"), is the owner of that certain property located in the B-2 General Business District, commonly known as 3944 West Touhy Avenue, in the Village ("**Property**"); and

**WHEREAS**, Ordinance No. 2017-\_\_\_\_\_, adopted by the Village President and Board of Trustees on \_\_\_\_\_, 2017 ("**Ordinance**"), grants variations from "The Village of Lincolnwood Zoning Ordinance", as amended, for the installation of wall signs on the Property; and

**WHEREAS**, Section 8 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Applicant files, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

**NOW, THEREFORE**, the Applicant does hereby agree and covenant as follows:

1. The Applicant hereby unconditionally agrees to, accepts, consents to, and will abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Applicant acknowledges and agrees that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of variations for the Property or its adoption of the Ordinance, and that the Village's approval does not, and will not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time.

4. The Applicant hereby agrees to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variations for the Property.

Dated: \_\_\_\_\_, 2017

**DAMIEN KARDARAS**

\_\_\_\_\_

# Request For Board Action

**REFERRED TO BOARD:** April 18, 2017

**AGENDA ITEM NO:** 6

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Consideration of a Resolution Adopting a Collective Bargaining Agreement Between the Village and the Illinois Fraternal Order of Police Labor Council Police Officers from May 1, 2017 to April 30, 2020

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On May 1, 2017 the collective bargaining agreement between the Village and the Fraternal Order of Police Labor Council Police Officers Union ("Union") will expire. Three meetings were held with the Assistant Village Manager, Deputy Police Chief, Assistant to the Village Manager and members of the Union to negotiate the terms of the agreement. A tentative agreement was approved by the Union on April 5, 2017.

The Village Board previously reviewed changes to the agreement which are as follows:

- Wages:
  - 2.00% increase effective May 1, 2017
  - 2.50% increase effective May 1, 2018
  - 2.50% increase effective May 1, 2019
- Insurance
  - Discontinuation of the HMO Plan effective January 1, 2018
- Benefit Time
  - Addition of Memorial Day and Labor Day as priority holidays
  - Addition of a Safety Day
- General Provisions:
  - Cap tuition reimbursement for employees to be no more than \$5,200 per fiscal year
  - Increase killed in the line of duty benefit from \$7,500 to \$15,000
  - Evidence Technicians compensated for every three jobs worked as an Evidence Technician
  - Modifications to the agreement that change the title of "Village Administrator" to "Village Manager"

All other sections of the previous agreement have remained the same and will continue forward in the new agreement.

**FINANCIAL IMPACT:**

The collective bargaining agreement is an employee wage/benefit agreement and is budgeted in the Fiscal Year 2017-18 operating budget.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Agreement

**RECOMMENDED MOTION:**

**Move to approve** a Resolution adopting a three-year collective bargaining agreement with the Illinois Fraternal Order of Police Labor Council Police Officers.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-\_\_\_\_\_

**A RESOLUTION APPROVING A THREE-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**

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 Police Officers employed by the Village Police Department ("*Police Officers*") are represented by the Illinois Fraternal Order of Police Labor Council ("*Union*") and

WHEREAS, the Village and the Union desire to enter into a three-year collective bargaining agreement, commencing May 1, 2017, regarding the terms of employment of the Police Officers by the Village ("*Agreement*"); and

WHEREAS, the Union ratified the Agreement on April 5, 2017; and

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

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Agreement by and between the Village and the Union is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF AGREEMENT. The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by the Union; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_ day of \_\_\_\_\_, 2017.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017

---

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

**Exhibit A**  
**Agreement**

TABLE OF CONTENTS

	<u>Page</u>
AGREEMENT .....	1
ARTICLE 1 RECOGNITION AND REPRESENTATION .....	1
Section 1. Recognition .....	1
Section 2. Lodge's Duty of Fair Representation .....	1
ARTICLE 2 NON-DISCRIMINATION .....	1
ARTICLE 3 MANAGEMENT RIGHTS.....	1
ARTICLE 4 DUES CHECKOFF, FAIR SHARE, AND LODGE RIGHTS .....	2
Section 1. Dues Checkoff.....	2
Section 2. Fair Share.....	2
Section 3. Indemnification .....	3
Section 4. Lodge Use.....	4
ARTICLE 5 LABOR - MANAGEMENT COMMITTEE .....	4
ARTICLE 6 GRIEVANCE PROCEDURE.....	4
Section 1. Definition .....	4
Section 2. Procedure.....	4
Section 3. Arbitration .....	5
Section 4. Limitations on Authority of Arbitrator.....	6
Section 5. Processing.....	6
Section 6. Time Limit for Filing .....	7
Section 7. Miscellaneous.....	7
ARTICLE 7 DISCIPLINARY APPEALS.....	7
ARTICLE 8 NO STRIKE-NO LOCKOUT.....	8
Section 1. No Strike.....	8
Section 2. No Lockout .....	8
Section 3. Penalty .....	8
Section 4. Judicial Restraint .....	8
ARTICLE 9 SENIORITY LAYOFF AND RECALL .....	8
Section 1. Definition of Seniority.....	8
Section 2. Probationary Period.....	9
Section 3. Seniority List.....	9
Section 4. Layoff.....	9
Section 5. Recall .....	9
Section 6. Termination of Seniority.....	9

ARTICLE 10 HOURS OF WORK AND OVERTIME.....	10
Section 1. Application of Article.....	10
Section 2. Normal Workday.....	10
Section 3. Normal Work Cycle.....	10
Section 4. Changes in Normal Workday or Normal Work Cycle.....	11
Section 5. Overtime Pay.....	11
Section 6. Court Time.....	11
Section 7. Hire Back Pay.....	11
Section 8. Compensatory Time.....	11
Section 9. No Pyramiding.....	12
Section 10. Officer-in-Charge.....	12
ARTICLE 11 SICK LEAVE.....	12
Section 1. Sick Leave.....	12
Section 2. Documentation and Notification.....	13
Section 3. Accumulated Sick Leave.....	13
Section 4. Catastrophic Leave.....	13
Section 5. Sick Leave Compensation.....	13
Section 6. Convalescence Duty.....	13
ARTICLE 12 LEAVES OF ABSENCE.....	14
Section 1. Funeral Leave.....	14
Section 2. Jury Leave.....	14
Section 3. Military Leave.....	14
Section 4. Educational Leave.....	14
Section 5. Family and Medical Leave Act of 1993.....	14
Section 6. Safety Day.....	14
ARTICLE 13 VACATIONS.....	15
Section 1. Eligibility.....	15
Section 2. Vacation Eligibility.....	15
Section 3. Vacation Pay.....	15
Section 4. Vacation Scheduling.....	15
Section 5. Limitation on Accumulation of Vacation.....	15
Section 6. Pay for Earned but Unused Vacation Upon Termination.....	16
ARTICLE 14 HOLIDAYS.....	16
Section 1. Floating Holidays.....	16
Section 2. Priority Holidays.....	16
Section 3. Priority Holiday Overtime.....	16
ARTICLE 15 SALARIES AND OTHER COMPENSATION.....	17
Section 1. Salaries.....	17
Section 2. Educational Stipend.....	17
ARTICLE 16 INSURANCE.....	17

Section 1.	Comprehensive Medical Program.....	17
Section 2.	Dental Insurance Program.....	18
Section 3.	Life Insurance.....	19
Section 4.	Cost Containment.....	19
Section 5.	Terms of Plans to Govern.....	19
Section 6.	Right to Maintain Coverage While on Unpaid Leave or on Layoff.....	19
Section 7.	Injury Leave.....	19
ARTICLE 17 GENERAL PROVISIONS .....		20
Section 1.	Gender of Words.....	20
Section 2.	Medical Examinations.....	20
Section 3.	Precedence of Agreement.....	20
Section 4.	Impasse Resolution.....	20
Section 5.	Killed in the Line of Duty.....	20
Section 6.	Clothing and Equipment Allowance.....	20
Section 7.	Physical Fitness Program.....	21
Section 8.	Outside Employment.....	21
Section 9.	Access to Payroll Records.....	22
Section 10.	Terms for Replacement of an Officer's Equipment, Personal Property and Uniform .....	22
Section 11.	Immunization and Inoculation.....	22
Section 12.	Field Training Officers .....	23
Section 13.	Tuition Reimbursement .....	23
Section 14.	Evidence Technicians.....	24
Section 15.	Retainment of Benefit Time .....	24
ARTICLE 18 EMPLOYEE TESTING.....		24
Section 1.	Drug/Alcohol Testing.....	24
Section 2.	Voluntary Requests for Assistance.....	25
Section 3.	Order to Submit to Testing .....	26
ARTICLE 19 ENTIRE AGREEMENT .....		26
ARTICLE 20 SAVINGS CLAUSE .....		27
ARTICLE 21 DURATION AND TERM OF AGREEMENT.....		27
Section 1.	Termination in 2020.....	27

## **AGREEMENT**

This Agreement is made and entered into by and between the Village of Lincolnwood (hereinafter referred to as the "Village") and Fraternal Order of Police, Lincolnwood Lodge No. 23, and the Illinois FOP Labor Council (hereinafter referred to as the "Lodge/Council").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE 1** **RECOGNITION AND REPRESENTATION**

**Section 1. Recognition.** The Village recognizes the Council as the sole and exclusive bargaining representative for all sworn full-time peace officers (hereinafter referred to as "officers" or "employees"), but excluding all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended, hereinafter referred to as the "bargaining unit".

**Section 2. Lodge's Duty of Fair Representation.** The Lodge/Council agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

### **ARTICLE 2** **NON-DISCRIMINATION**

In accordance with applicable law, neither the Village nor the Lodge/Council shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, or Lodge/Council membership. Other than Lodge/Council membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement. Grievances alleging discrimination because of Lodge/Council membership shall not be subject to arbitration under this agreement.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

Except as specifically modified by other articles of this Agreement, the Lodge recognizes the exclusive right of the Village to make and implement decisions with

respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

#### **ARTICLE 4** **DUES CHECKOFF, FAIR SHARE, AND LODGE RIGHTS**

**Section 1. Dues Checkoff.** During the term of this Agreement the Village will deduct from each employee's first paycheck each month the uniform, regular monthly Labor Council dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form, a copy of which is attached as Appendix A, and shall forward such amount to the Labor Council by the 10th day of the month following the month in which the deduction was made, together with a list of employees from whom deductions were made.

The actual dues amount deducted, as determined by the Labor Council, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Labor Council may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village Manager or the Village Manager's designee at least thirty (30) days' written notice accompanied by the formal action of the Labor Council, of any change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Lodge shall be responsible for collection of dues. The Lodge agrees to refund to the employee any amounts paid to the Lodge in error on account of this dues deduction provision.

**Section 2. Fair Share.** During the term of this Agreement, Bargaining Unit members who are not members of the FOP Labor Council shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement whichever is later, pay a fair share fee to the FOP Labor Council for collective bargaining and contract Administration services rendered by the FOP Labor Council as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the FOP Labor Council. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the FOP Labor Council. The FOP Labor Council shall periodically

submit to the Village a list of the members covered by this Agreement who are not members of the FOP Labor Council and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member only benefit.

The FOP and the FOP Labor Council agree to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the FOP and the FOP Labor Council agree to do the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payers of an expeditious and impartial decision making process whereby fair share fee payers can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.
4. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the FOP and the FOP Labor Council with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the FOP Labor Council. If the affected non-member and the FOP Labor Council are unable to reach agreement on the organization, the organization shall be selected by the affected nonmember from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

**Section 3. Indemnification.** The Labor Council and Lodge shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise including reasonable attorney fees) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

**Section 4. Lodge Use.** The Village will make available a bulletin board for the posting of official Lodge notices of a non-political, non-discriminatory, and non-inflammatory nature. The Lodge will limit the posting of Lodge notices to such bulletin board.

## **ARTICLE 5** **LABOR - MANAGEMENT COMMITTEE**

At the request of either party, the President of the Lodge and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Lodge, or his designee, may invite other Lodge bargaining unit members (not to exceed two) to attend such meetings. The Police Chief, or his designee, may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement.

## **ARTICLE 6** **GRIEVANCE PROCEDURE**

**Section 1. Definition.** A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Labor Council against the Village involving an alleged violation of an express provision of this Agreement. Any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Lincolnwood Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement, except for the Police Chief’s decision to suspend or discharge a non-probationary officer, which shall be grievable in accordance with Article 7.

**Section 2. Procedure.** The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

**STEP 1:** Any employee who has a grievance shall submit the grievance in writing on a grievance form, a copy of which is attached as Appendix B, to the employee’s (in most cases, the Sergeant in charge) immediate supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant (with a copy to the local Steward) within seven (7) calendar days after the grievance is presented.

**STEP 2:** If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Commander designated for this purpose by the Village or his designee within seven (7) calendar days after receipt of the Village's answer of Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Commander, or his designee, shall provide a written answer to the grievant (with a copy to the local Steward) within seven (7) calendar days after the grievance is appealed to Step 2.

**STEP 3:** If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Police Chief within seven (7) calendar days after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized representative of the Lodge at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or his designee, shall provide a written answer to the grievant and the Lodge within seven (7) calendar days following their meeting.

**STEP 4:** If the grievance is not settled at Step 3 and the Lodge desires to appeal, it shall be referred by the Lodge in writing to the Village Manager or the Village Manager's designee within seven (7) calendar days after receipt of the Village's answer at Step 3. Thereafter, the Village Manager, the Village Manager's designee, and other appropriate individual(s) as desired by the Village Manager shall meet with the grievant and a Lodge representative within fourteen (14) calendar days of receipt of the Lodge's appeal, if at all possible. If no agreement is reached, the Village Manager or the Village Manager's designee shall submit a written answer to the grievant and Lodge within fourteen (14) calendar days following the meeting.

**Section 3. Arbitration.** If the grievance is not settled in Step 4 and the Lodge wishes to appeal the grievance from Step 4 of the grievance procedure, the Lodge may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Village's written answer as provided to the Lodge at Step 4:

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Lodge shall strike two (2) names from the panel. A "flip of the Coin" shall determine who strikes the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Lodge and Village representatives.

(c) The Village and the Lodge shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Lodge retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Lodge; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 4. Limitations on Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Lodge and the employees covered by this Agreement.

**Section 5. Processing.** It is recognized and accepted by the Lodge/Council and the Village that the processing of grievances as provided in this section is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a union representative shall be allowed a reasonable amount of time without loss of pay when 'a grievance is investigated and presented to the employer during normal working hours, provided that the employee and the union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the employer.

**Section 6. Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted at Step I within seven (7) calendar days after the first occurrence of the event giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**Section 7. Miscellaneous.** No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

## **ARTICLE 7** **DISCIPLINARY APPEALS**

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. Neither the Police Chief nor the Village or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or his designee. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article 6 of this Agreement, except that it shall be filed at Step 4 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village Board of Fire and Police Commissioners.

Discipline of probationary officers, as well as any verbal warnings, written reprimands or written warnings shall not be subject to the grievance and arbitration procedure.

## **ARTICLE 8** **NO STRIKE-NO LOCKOUT**

**Section 1. No Strike.** Neither the Lodge/Council nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Lodge/Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Lodge/Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**Section 2. No Lockout.** The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Lodge.

**Section 3. Penalty.** The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section I is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

**Section 4. Judicial Restraint.** Nothing contained herein shall preclude the Village or the Lodge/Council from obtaining judicial restraint and damages in the event the other party violates this Article.

## **ARTICLE 9** **SENIORITY LAYOFF AND RECALL**

**Section 1. Definition of Seniority.** Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Board of Fire and Police Commissioners hiring list, with the officer higher on the list being the more senior. Seniority shall not accrue

during any unpaid leave of absence in excess of thirty (30) consecutive days and in such event the employee's seniority date shall be adjusted accordingly.

**Section 2. Probationary Period.** All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twenty-four (24) months of work. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by this Agreement.

**Section 3. Seniority List.** On or before January 1 each year, the Village will post, and provide the Lodge with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Lodge's receipt of the list. The Village shall then make a redetermination as to the correctness of the List.

**Section 4. Layoff.** The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this agreement will be laid off in accordance with their length of service as provided in Illinois Statute (65 ILCS 5/10-2.1-18).

Except in an emergency, no layoff will occur without at least fourteen (14) calendar days notification to the Lodge. The Village agrees to consult the Lodge, upon request, and afford the Lodge an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

**Section 5. Recall.** Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Lodge, provided that the employee must notify the Police Chief or his designee of his intention to return to work is within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

**Section 6. Termination of Seniority.** Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged for just cause (probationary employees without cause);
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Village Manager or the Village Manager's designee;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to report for work within two (2) working days after the established date for the employee's return to work;
- (g) is laid off for a period in excess of three (3) years;
- (h) does not perform work for the Village for a period in excess of twelve (12) months; provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (i) is absent for two (2) consecutive working days without notifying the Village.

Employees who establish to the Village's satisfaction that their absence under subsections 6 (e) and (f) or their failure to notify under subsection 6 (i) was clearly due to circumstances beyond their control shall not be terminated under this Section.

## **ARTICLE 10** **HOURS OF WORK AND OVERTIME**

**Section 1. Application of Article.** This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

**Section 2. Normal Workday.** The normal workday shall include a thirty (30) minute paid lunch period, and two (2) fifteen (15) minute breaks each day. While every effort will be made to provide a lunch period and breaks each work period, work duties take priority and may necessitate eliminating one or more of these periods for the work period.

**Section 3. Normal Work Cycle.** The Village elects, pursuant to section 7(K) of the Fair Labor Standards act to establish a normal work cycle of 28 days for employees covered by this agreement.

In addition, no employee shall be required to work more than seven (7) consecutive days, followed by at least two (2) consecutive days off. This restriction of consecutive work days can be waived by the employee, and is not applicable if there are special events, emergency or exigent circumstances requiring the additional working days.

**Section 4. Changes in Normal Workday or Normal Work Cycle.** Should it be necessary in the Village's judgment to establish schedules departing from the normal workday or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least seven (7) days advance notice of such change to all employees affected by such change.

**Section 5. Overtime Pay.** An employee shall be paid 1-1/2 times the regular straight-time hourly rate of pay for all hours worked in excess of the employee's workday or in excess of 160 hours in the employee's normal 28-day work cycle.

**Section 6. Court Time.** Employees who are required to make a court appearance outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid time and one-half their regular straight-time hourly rate of pay for all hours worked outside their normal shift, with a guarantee of two hours pay at time and one-half, except an employee who was assigned to and worked eight (8) hours on the midnight shift immediately preceding their appearance in court, will be guaranteed a total of three (3) hours' pay at time and one-half.

**Section 7. Hire Back Pay.** Employees who are hired back to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid their applicable rate of pay for all hours worked outside their normal shift, with a guarantee of two (2) hours pay, unless the officer is required to come/return to the Police facility due to an error on the part of the officer. Employees who are hired back within the provisions of this section shall receive pay starting with the time that the employee receives the call to work outside of their normal shift.

**Section 8. Compensatory Time.** An employee shall have the option of accruing up to a maximum of eighty (80) hours of compensatory time in lieu of overtime pay. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the employee's unit commander. The scheduling of compensatory time shall not adversely affect the department, and shall not be unreasonably denied. Accrued compensatory time shall be carried over from year to year, provided no employee may exceed a total of eighty (80) hours of accrued compensatory time.

Once a request for the use of compensatory time has been approved, it will not be rescinded except for an emergency or other exigent circumstances.

The Chief of Police, or his authorized designee, is authorized to approve overtime on a watch in order to have sufficient personnel available to meet minimum staffing and/or other operational needs, which are solely at the discretion of the employer.

*Note:* Any employee with more than eighty hours as of the date of settlement may not accrue any further comp time until they go below 80 hours. Any such employee shall have until November 30, 2009 to utilize comp time over 80 hours, and any excess at the end of such period shall be paid out as a lump sum during December.

The chief of police, or his authorized designee, is authorized to approve overtime on a watch in order to have sufficient personnel available to meet minimum staffing and/or other operational needs, which are solely at the discretion of the employer.

**Section 9. No Pyramiding.** Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement; however, voluntary and court overtime worked while an employee is on vacation or a floating holiday will not be considered pyramiding.

**Section 10. Officer-in-Charge.** Any employee assigned as Officer-in Charge of a watch shall receive, in addition to the employee's regular rate of pay, an additional one hour's pay at one and one-half (1-1/2) times the employee's regular rate of pay for each complete shift of eight (8) or more hours worked as an Officer-in-Charge. If an employee is assigned as Officer-in-Charge for less than a complete shift of eight (8) hours, the employee shall be paid pro rata for each full hour in charge of the watch, provided the employee works a minimum of one (1) hour as Officer-in-Charge.

## **ARTICLE 11** **SICK LEAVE**

**Section 1. Sick Leave.** Each individual employee may accrue up to 480 sick leave hours. Sick leave credits at full pay shall be awarded at the rate of six (6) sick hours earned for each full month of employment. Employees who have completed one year of service will be credited in advance with 72 sick leave hours at the beginning of each calendar year. Such advance credit of sick leave hours shall not begin until the second January 1st after the employee is employed with the Village. During the employee's first year of service and until their second January 1st of employment, the employee shall earn sick leave credits at the rate six (6) sick leave hours for each full month of service.

Sick leave may be used for illness, injury, pregnancy, medical and dental appointments which cannot be scheduled during non-working hours, or for serious illness or injury in the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, parents, mother-in-law, father-in-law, brothers, sisters and grandparents. In case of serious illness in the immediate family, up to twenty-four (24) hours of sick leave may be approved by the Police Chief or his designee. An additional sixteen (16) hours may be approved by the Village Manager or the Village Manager's designee.

Upon the signing of this Agreement, the Village will calculate the current sick leave accrual of each member of the bargaining unit, using Police Department records. All determinations by the Village as to sick leave accrued will be final.

Once an employee has been granted and is using vacation leave, he may not change the status to sick leave unless he becomes hospitalized.

Sick leave, if available, must be used for the first twenty-four (24) working hours of an employee's absence due to illness, sickness, or injury. Catastrophic leave may only be used commencing with the 25th consecutive working hour an employee is absent due to sickness, illness or injury.

**Section 2. Documentation and Notification.** In the event an employee is unable to work due to illness, he must inform his supervisor prior to the start of the scheduled work day. Failure to inform the supervisor each day of absence, or agreed intervals in the case of an extended illness, may result in loss of pay.

**Section 3. Accumulated Sick Leave.** During the 19th year of employment or if an employee retires in good standing after a minimum of ten (10) years of service as a police officer, they may receive up to thirty-three percent (33%) of accumulated sick leave, not including any unused catastrophic leave earned. Payment will be at the salary rate in effect as of the date the election is made. In no event is this benefit to be repeated, i.e., buyout in 19th year and then again at retirement.

**Section 4. Catastrophic Leave.** Commencing the fourth day for illness involving in-patient hospitalization or out-patient surgery and fourth day for illness involving home confinement, employees shall be placed on paid catastrophic leave. Employees who incur a catastrophic illness or injury, shall receive 960 catastrophic leave hours during the course of their career in addition to their accrued sick leave.

**Section 5. Sick Leave Compensation.** An employee receiving sick leave benefits shall be paid the equivalent of straight time earnings. Sick leave compensation shall be paid in no less than one hour increments.

**Section 6. Convalescence Duty.** The employer may grant convalescence duty for employees who qualify for such duty by meeting the following criteria: (1) the employee is medically unable to perform full-duty assignments due to injury or illness; and, (2) the prognosis of the Village physician is that there is a reasonable degree of medical certainty that the employee will be able to perform full-duty assignments within a reasonable time, not to exceed six (6) months. The employer is not required to provide, or create any such convalescence duty assignments, however, the employer shall make reasonable attempts to accommodate a qualified employee if such work is available.

## **ARTICLE 12** **LEAVES OF ABSENCE**

### **Section 1. Funeral Leave.**

In the event of a death in the employee's immediate family, the employee may be granted up to twenty-four (24) hours leave of absence without loss of pay for the purpose of attending the funeral. Upon recommendation of the Police Chief and with the approval of the Village Manager or the Village Manager's designee, this period may be extended for an additional sixteen (16) hours due to extraordinary circumstances, but any such days shall be charged to sick leave, and any other accrued leave time in that order. Immediate family for the purposes of this section shall mean the employee's spouse, children (including step children), grandchildren son-in-law, daughter-in-law, parents (including step parents), grandparents, father-in-law, mother-in-law, brothers and sisters (including step brother and step sister), brother-in-law, sister-in-law and spouse's grandparents.

**Section 2. Jury Leave.** An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any compensation which the employee receives for jury duty or jury service shall not be subtracted from the employee's regular wages. The employee must return to the Village any payment for jury duty served.

**Section 3. Military Leave.** Military leave and re-employment rights will conform with federal requirements then currently in effect. The employee shall present written evidence of induction or call to training or active duty for reserve or national guard status to the Chief of Police as soon as practical after receiving notification.

**Section 4. Educational Leave.** Subject to the discretionary approval of both the Chief of Police and the Village Manager or the Village Manager's designee and confirmation by the Board of Fire and Police Commissioners, an employee may be granted, upon written request, an unpaid leave of absence not to exceed one (1) year for educational advancement related to law enforcement. Vacation, sick leave, and holiday pay shall not accrue or be paid during this period.

**Section 5. Family and Medical Leave Act of 1993.** The parties agree that the Employer may adopt, alter and enforce policies in compliance with the Federal Family and Medical Leave Act of 1993 ("FMLA").

**Section 6. Safety Day.** All regular full-time employees that complete a calendar year without being found responsible for a preventable accident shall be provided a "Safety Day". Determinations on responsibility and preventability of accidents shall be the purview of the Village's Safety Committee. The Safety Day will be awarded during the first paycheck in February each year. Employees may use the Safety Day from February 1 through January 31 of the following year. The Safety Day must be utilized in eight (8) hour increments and shall not be paid out when the employee leaves

employment with the Village. Unused Safety Days shall not accumulate from one year to the next.

## **ARTICLE 13** **VACATIONS**

**Section 1. Eligibility.** Every employee shall be eligible for paid vacation time after twelve (12) months employment with the Village. Vacation hours shall be accrued according to the following schedule:

Length of Seniority	Vacation Hours Accrued Monthly	Working Hours of Vacation Per Year
1-6 years	6.667	80
7-14 years	10.000	120
15-19 years	13.333	160
20 + years	16.667	200

Vacation hours shall be credited per payroll period according to the above schedule. There shall be no accrual for the third payroll of the month during such instances where three payrolls occur during a month in a calendar year.

**Section 2. Vacation Eligibility.** In order to be eligible for a paid vacation, an employee who, as of his anniversary date of employment, has been continuously employed in a position covered by this Agreement, must be paid for at least 1800 hours during the preceding year of employment. Employees cannot use vacation time that is in excess of their scheduled accrual for the entire calendar year.

**Section 3. Vacation Pay.** Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

**Section 4. Vacation Scheduling.** Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference with each work unit being made on the basis of an employee's seniority as defined in Article VIII, Section I. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief in order to insure the orderly performance of the services provided by the Village. Vacations will not be cancelled except for an emergency or other exigent circumstances, which for the purposes of this section only, do not include staffing shortages.

**Section 5. Limitation on Accumulation of Vacation.** Earned vacation shall normally be taken within one year after it is earned. Earned vacation may not be accumulated from one year to another unless authorized in writing by the Police Chief. Under no circumstances may more than two years' vacation time be accumulated.

**Section 6. Pay for Earned but Unused Vacation Upon Termination.** If at time of termination an employee has earned but unused vacation time, said vacation time shall be paid at the employee's rate of pay at time of termination. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee. If an employee has a negative balance for vacation time at the time of their employment termination, the balance of used but not yet accrued time shall be repaid to the Village.

## **ARTICLE 14** **HOLIDAYS**

**Section 1. Floating Holidays.** Employees covered by this Agreement shall receive ninety-six (96) hours floating holiday time per calendar year, to be scheduled based on the employee's request and with the approval of the Police Chief or his designee. In order to be eligible to receive pay for floating holiday time the employee must work his/her full scheduled work day before and after the floating holiday time taken unless proof of sickness or excusable absence is established to the satisfaction of the Police Chief, floating holidays will not be cancelled except for an emergency or other exigent circumstances, which for the purposes of this section only, do not include staffing shortages.

**Section 2. Priority Holidays.** If an employee is scheduled to work, and works, a priority holiday as listed below, the employee shall receive time and one-half pay for any hours worked on the priority holiday, or accrue compensatory time at the appropriate rate, at the employee's option. The priority holidays are:

**New Years Day    Thanksgiving Day**  
**Fourth of July    Christmas Day**  
**Memorial Day    Labor Day**

**Section 3. Priority Holiday Overtime.** Employees who work overtime, or are called in with less than 24 hours notice, shall be compensated for such hours worked on a priority holiday at two times the regular rate in pay or compensatory time, at the employee's option.

**ARTICLE 15**  
**SALARIES AND OTHER COMPENSATION**

**Section 1. Salaries.**

The current wage scale shall be increased as follows:

		2.00%	2.50%	2.50%
	Current	May 1, 2017	May 1, 2018	May 1, 2019
Start	\$59,765.11	\$60,960.41	\$62,484.42	\$64,046.53
After 1 Yr.	\$64,731.56	\$66,026.19	\$67,676.85	\$69,368.77
After 2 Yrs.	\$70,113.14	\$71,515.40	\$73,303.29	\$75,135.87
After 3 Yrs.	\$75,946.99	\$77,465.93	\$79,402.58	\$81,387.64
After 4 Yrs.	\$82,267.42	\$83,912.77	\$86,010.59	\$88,160.85
After 5 Yrs.	\$89,114.33	\$90,896.62	\$93,169.03	\$95,498.26
After 10 Yrs.	\$90,005.47	\$91,805.58	\$94,100.72	\$96,453.24
After 15 Yrs.	\$91,814.58	\$93,650.87	\$95,992.14	\$98,391.95

**Section 2. Educational Stipend.** Any employee with a Baccalaureate degree from a college or university accredited by one of the six regional institutional accrediting associations in the United states will receive a one percent (1%) increase over their base pay.

**ARTICLE 16**  
**INSURANCE**

**Section 1. Comprehensive Medical Program.**

- (a) The Village states its intention to remain a participant in the health insurance pool which covers the Village employees on the date of this agreement. The scope of coverage, including all covered conditions, loss limits, and other terms and conditions shall be established by the pool and its administrators. Employees participating in the PPO plan may elect employee only coverage, employee plus spouse, employee plus children or employee plus family coverage during the enrollment period established by the Village. Effective January 1, 2015, employees who elect coverage under the PPO, the Village shall pay eighty-five

percent (85%) of the applicable premium for coverage under the PPO and the employee shall continue to contribute fifteen percent (15%) of the premium for the applicable tier coverage. The HMO plan shall be discontinued by the Village as of January 1, 2018 prior to the elimination of the HMO plan option, employees shall continue to contribute 15% of the premium for the applicable tier coverage.

- (b) For full-time police officers hired by the Village prior to April 30, 2017 only, the Village shall provide partial payment of health benefits for any employee who retires after thirty (30) or more years of employment for a three (3) year period following retirement as follows: The Village shall pay 50% of the employee's payment for the first year following retirement, 33-1/3% of the payment for the second year, and 25% of the payment for the third year. Following the third year this benefit shall cease. Upon eligibility for Medicare this benefit shall cease. This benefit shall apply to coverage (individual or family) held by employee at time of retirement. Employees hired after April 30, 2017, shall not be eligible for this program. If the Village maintains this benefit for full-time, non-bargaining unit employees hired after April 30, 2017, however, then employees covered by this Agreement will also maintain this benefit.
- (c) 125 Cafeteria Plan. As soon as reasonably practicable following the execution of this Agreement, the Village shall create an enhanced 125-cafeteria plan for the employees of the bargaining unit who elect to participate, subject to the terms and conditions of the applicable plan document.
- (d) Retiree Health Savings Plan. This clause is effective with the calendar year starting January 1, 2009. The Village shall establish the ICMA Vantage Care Retiree Health Savings Plan ("RHS Plan") for members of the bargaining unit. The plan will allow employees to accumulate defined assets to pay for specified medical expenses in retirement on a tax-free basis, subject to the terms of the plan document and applicable law. All eligible employees are required to participate in the RHS plan.

The employees of this bargaining unit agree that each new calendar year prior to January 15<sup>th</sup> they will each contribute three (3) days of their sick leave, which shall result in a contribution equal to two days pay into the RHS plan.

The contribution of three sick leave days is not optional. If there is no time remaining on the books for an employee, the three (3) sick leave days will be taken in advance from the following year in January thereby reducing the number of days available in the following benefit period.

On a quarterly basis, the employee will be charged a fee, established by the ICMA-RC, which will be assessed directly against their account. RHS assets will be invested in the ICMA-RC's Vantagepoint Funds.

**Section 2. Dental Insurance Program.** The Village states its intention to remain a participant in the dental insurance pool which covers the Village employees on the date

of this agreement. The scope of coverage, including all covered conditions, loss limits, and other terms and conditions shall be established by the pool and its administrators. Employees may elect employee only coverage, employee plus spouse, employee plus children or employee plus family coverage during the enrollment period established by the Village. Effective January 1, 2015, the Village shall pay eighty-five percent (85%) of the premium for the employee's coverage or eighty-five percent (85%) of the family premium for those employees who opt for dependent coverage.

**Section 3. Life Insurance.** The Village will provide term life insurance in the amount of \$50,000 from the date of the signing of this Agreement. The Village retains the right to change insurance carriers and/or to self-insure this benefit as long as the death benefit is maintained in the dollar amounts stated above.

**Section 4. Cost Containment.** The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for certain designated surgical procedures.

**Section 5. Terms of Plans to Govern.** The extent of coverage under the insurance plans referred to in Sections 1 and 2 of this Article shall be governed by the terms and conditions set forth in such plan. Any questions concerning coverage shall be resolved in accordance with the terms and conditions establishing said plan and shall not be subject to the Grievance Procedure set forth in this Agreement; provided, however, any employee who has a question concerning coverage may present it to the Village Manager or the Village Manager's designee. The Village Manager or the Village Manager's designee, in turn, shall make appropriate inquiry and advise the employee of the status of the matter.

**Section 6. Right to Maintain Coverage While on Unpaid Leave or on Layoff.** An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

**Section 7. Injury Leave.** An officer who sustains an injury or illness arising out of the course of his employment shall be granted all of the benefits and provisions of Chapter 70, of the Illinois State Statutes (5 ILCS 345/1). No employee will lose any benefits while on a job-related injury or illness.

## **ARTICLE 17** **GENERAL PROVISIONS**

**Section 1. Gender of Words.** The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

**Section 2. Medical Examinations.** If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village.

**Section 3. Precedence of Agreement.** The Village's current policies and ordinances regarding police employment shall remain in effect during the term of this Agreement, unless such Village policies, ordinances and the like conflict with any express and specific provision of this Agreement. If such conflict arises, the specific terms of this Agreement, for its duration, shall take precedence and supersede such Village policy or ordinance. The Village agrees that, after the effective date of this Agreement, it shall not enact any ordinance, policy or the like which is intended to conflict with any of the express terms of this Agreement during its duration.

**Section 4. Impasse Resolution.** The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 31 5/14), as amended from time to time.

**Section 5. Killed in the Line of Duty.** The Employer agrees to defray all reasonable funeral and burial expenses of any officer of the Police Department killed in the line of duty, not to exceed \$15,000.00. In addition, the employer agrees to continue to provide health insurance family coverage for the officer's surviving spouse and/or dependents for a period of three (3) years following the officer's death, in accordance with the terms of whatever coverage of the officer's dependents that was in effect at the time of the officer's death, with the entire premium cost to be borne by the employer.

**Section 6. Clothing and Equipment Allowance.**

(a) The amount which each employee (other than as in (b) below) is allotted under the Village's clothing and equipment allowance shall be \$550.00 (\$600 effective May 1, 2006) per fiscal year (pro rata if employed less than a year) for the purchase of uniforms and related equipment.

(b) Each employee assigned to the investigative section or otherwise required to wear plainclothes shall be allotted \$700 (\$750 effective May 1, 2006) (pro rata if employed less than a year) for the purchase of clothes.

(c) Newly hired probationary officers shall receive a one time uniform "start up" stipend of \$1,100 for use in purchasing uniforms and police related equipment.

- (d) The disbursement of the allotment shall be as follows:
- i) Employees receiving \$550.00 (\$600 effective May 1, 2006) per fiscal year shall receive \$275.00 (\$300 effective May 1, 2006) in two payments of \$137.50 each (\$150 effective May 1, 2006 fiscal year), with their first regular paychecks in May and November of each year; they will also be permitted to purchase items of village approved uniforms and/or related equipment from a vendor approved by the village, up to \$275.00 (\$300 effective May 1, 2006), and the village will be billed for these items by the vendor.
  - ii) Employees assigned to the investigative section, or otherwise required to wear plainclothes, shall receive \$700.00 (\$750 effective May 1, 2006) in two payments of \$350.00 each (\$375 effective May 1, 2006), with their first regular paychecks in May and November of each year.
  - iii) Employees assigned to the north regional major crimes task force as an investigator shall receive \$700.00 per fiscal year (which said amount shall be increased to \$750 effective May 1, 2006), \$425.00 in two payments of \$212.50 each (\$475 in 2 payments of \$237.50 effective May 1, 2006), with their first regular paychecks in May and November of each year; they will also be permitted to purchase items of village approved uniforms and/or related equipment from a vendor approved by the Village, up to \$275.00 and the Village will be billed for these items by the vendor.
- (e) Uniforms, clothing and equipment exposed to biological hazards during the course of duty shall be replaced at the village's expense.

**Section 7. Physical Fitness Program.** In order to maintain and improve efficiency in the Police Department, to protect the public and to reduce insurance costs and risks, the Village may establish a reasonable physical fitness program, which shall include individualized goals. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that may be established as long as the employee makes a good faith effort to meet any such goals. Before any such program is implemented, the Village shall review and discuss the program at a meeting of the Labor Management Committee.

**Section 8. Outside Employment.** No employee shall engage in outside employment (which includes self-employment) unless the Police Chief, in accordance with applicable policies that may be in effect from time to time has approved outside employment. Except during an employee's vacation period, approved outside employment shall not exceed twenty (20) hours per week. Any change in the nature or extent of an employee's approved outside employment shall be subject to the Police Chief's prior approval. If an employee believes that the Police Chief has acted arbitrarily in denying a request to change the nature or extent of previously approved outside employment, or in withdrawing approval to engage in outside employment, he may file a grievance in

accordance with the provisions of this Agreement. The Police Chief's approval of outside employment shall not be unreasonably withheld.

**Section 9. Access to Payroll Records.** The Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employees whose pay is in dispute at reasonable times with the employee's consent.

**Section 10. Terms for Replacement of an Officer's Equipment, Personal Property and Uniform.** Should an officer's equipment, personal property, or uniform be damaged to the point of being unsafe or unusable due to physical exertion by that officer as required by and during his/her course of duty, or due to an officer having been attacked by any individual(s) or animal(s) while fulfilling his/her official duties, the terms for replacement shall be as follows:

The Village agrees to repair or replace as necessary any equipment issued by the Village Police Department, i.e. holsters, batons, weapons, handcuffs, bulletproof vests, and badges. The officer is, however, responsible for replacing any uniform items not issued by the Department by using funds from his/her uniform allowance. Restitution for or replacement of any officer's personal property so damaged will be considered by the Village on a case by case basis. Any restitution and/or civil damages received by an officer for damaged personal property previously paid for by the Village must be turned over to the Village.

**Section 11. Immunization and Inoculation.** The Village will agree to pay for the inoculation, immunization or testing, as appropriate, of an officer, if he/she is exposed to any of the following diseases in the course of his/her assigned duties, should a Village designated physician deem it necessary or prudent:

- Rabies
- Tetanus
- Hepatitis B
- Tuberculosis
- HIV/Aids
- Bacterial Meningococcal Meningitis

The Village will also agree to pay for the inoculation, immunization or testing, as appropriate, of any family member cohabiting with an officer who has been exposed to any of the following diseases in the course of his/her duties, should a Village-designated physician determine that they have been exposed to the disease via contact with the officer, and are at risk of contracting the disease:

- Hepatitis B
- Tuberculosis
- HIV/Aids
- Bacterial Meningococcal Meningitis

If any of the above inoculations, immunizations, or tests are covered under the health insurance plan provided by the Village to the officer and/or his family, the officer shall apply for insurance reimbursement for the cost of such inoculations, immunizations, or tests. However, any portion of such costs not covered by the health insurance plan will be paid by the Village.

**Section 12. Field Training Officers.** Employees selected and assigned to be field training officers shall receive one hour pay at one and one-half (1-1/2) times the employee's regular rate of pay for each complete work day actually worked with an employee who is in field training.

**Section 13. Tuition Reimbursement.** The Village recognizes the benefits of employees continuing their education. Therefore, the Village has agreed to establish a tuition reimbursement program to encourage continued education.

Approval of any tuition reimbursement request is conditioned upon the availability of funds in the Police Department budget and the authorization of the Chief of Police. The minimum amount of funds which the Village shall appropriate for purposes of tuition reimbursement each fiscal year shall be sufficient to reimburse each employee who has applied for such reimbursement in the proper and timely manner as directed by the Chief of Police, and in the amount determined pursuant to the terms of this Section. However, the Village shall not be obligated to appropriate more funds than are necessary to reimburse six (6) employees to the maximum amount allowed by this Section. The Village may appropriate more funds for tuition reimbursement than this minimum, but the decision to do so shall rest in the sole and exclusive discretion of the Village.

Employees may be eligible for reimbursement of tuition expenses for courses taken at an accredited junior college, college or university in the State of Illinois in accordance with the following conditions:

- (1) Employees must have completed their probationary period.
- (2) Employees must seek to exhaust all other sources of assistance (veteran's benefits, scholarships, and grants), with the exception of student loans. Reimbursement by the Village will only be provided for the remaining balance and subject to the conditions of this Section.
- (3) All courses must be directed towards the completion of a job-related degree program.
- (4) Employees must obtain approval from the Chief of Police for each course, prior to enrollment, to qualify for reimbursement.
- (5) Prior to reimbursement, the course must be completed and the employee must received a grade of at least:
  - A. "C" or equivalent in a numeric system.

- B. "Pass" in a pass/fail system.
- (6) The employee must still be actively employed at the time of completion of the course.
  - (7) The Village will reimburse employees for books and fees; tuition reimbursement shall not exceed the cost of tuition to take the same course at a public college or university.
  - (8) The Village will not reimburse an employee for more than six (6) credit hours per semester; exceptions may be granted by the Chief of Police based on special circumstances. Effective May 1, 2018, the maximum reimbursement that an employee may receive for tuition reimbursement is \$5,200.00 per fiscal year.
  - (9) If an employee voluntarily leaves the Village within two (2) years of the reimbursement, the employee must pay back the Village for the reimbursement.

**Section 14. Evidence Technicians.** Any employee assigned as an Evidence Technician shall receive, in addition to the employee's regular rate of pay, an additional one hour's pay at one and one-half (1½) times the employee's regular rate of pay for each three occurrences of evidence related duties as defined by current department regulation.

**Section 15. Retainment of Benefit Time.** An employee transferred or promoted into the bargaining unit from other Village of Lincolnwood employment shall not lose any accrued benefit by virtue of transfer or promotion, but shall use benefit in accordance with their seniority within this bargaining unit.

## **ARTICLE 18** **EMPLOYEE TESTING**

**Section 1. Drug/Alcohol Testing.** The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing. The Village shall require an employee to submit to two random urine and/or blood tests during an employee's probationary period and/or prior to promotion to a higher rank. The Village may also require an employee to submit to urine and/or blood tests if the officer is involved in an on-duty traffic accident resulting in death or serious bodily harm, or if the officer is involved in the use of deadly force, which resulted in death or great bodily harm to another person and during an assignment specifically involving drug/narcotics enforcement.

The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining the proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test by gas chromatography/mass spectrometry (GC/MS or a scientifically

accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the Village unless a confirmatory test result is also positive as to the same sample. The Village shall provide an employee with a copy of any test results which the Village received with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

The results of any positive tests for the first violation shall be made available to the Village for appropriate action.

The illegal use, sale or possession of controlled substances while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination, subject to confirmation by the Board of Fire and Police Commissioners. While such disciplinary issues shall be subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners, all other issues relating to the testing process (e.g. whether there is a reasonable suspicion for ordering an employee to submit to a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement. Random testing is permitted of an officer who is in a drug and/or alcohol related medical treatment center as a result of either voluntary request for assistance, or disciplinary action.

**Section 2. Voluntary Requests for Assistance.** The Village shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

- a) The officer agreeing to appropriate treatment as determined by the physician(s) involved.
- b) The officer discontinuing his abuse of prescribed drugs, use of illegal drugs or abuse of alcohol.
- c) The officer completing the course-of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months.
- d) The officer agreeing to submit to random testing during work hours throughout the period of "after-care".

Officers who do not agree to or act in accordance with the foregoing shall be subject to discipline up to and including discharge.

Nothing in this Section or Article shall allow an officer to avoid discipline resulting from an ongoing investigation, or discipline for violation of Departmental rules other than rules prohibiting an officer from being under the influence of alcohol or prescribed drugs. This Article shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such officer shall be afforded the opportunity at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

**Section 3. Order to Submit to Testing.** In instances where an officer has been involved in an on-duty accident or been involved in the use of deadly force, the Village reserves the right to give verbal notice and reasonably demand that drug testing not be delayed. The Village will ensure that the officer has the opportunity to make contact with the Labor Council before testing.

When an employee is directed to submit to testing as authorized by his Agreement, in instances other than where an officer has been involved in an on-duty accident, or been involved in the use of deadly force, the Village shall provide the employee with a written notice, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the Village's decision to test. The employee shall be permitted to consult with a representative of the Labor Council from within the bargaining unit at the time the notice is given.

No questioning of an officer shall be conducted without first affording the officer the right to Labor Council representation and/or legal counsel. Refusal to submit to testing may subject the employee to disciplinary actions but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

## **ARTICLE 19** **ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

The Village and the Lodge/Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and which the Village is considering changing during the term of this Agreement.

**ARTICLE 20**  
**SAVINGS CLAUSE**

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE 21**  
**DURATION AND TERM OF AGREEMENT**

**Section 1. Termination in 2020.**

This Agreement shall be effective upon execution as of \_\_\_\_\_ and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

---

Gerald C. Turry  
President, Village of Lincolnwood

---

Kevin S. Krug  
FOP Labor Council  
Lincolnwood Lodge #23

**Attest:**

---

Beryl Herman  
Village Clerk

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_ hereby authorize my employer, the Village of Lincolnwood, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Please Remit all dues deductions to:

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

**AGREEMENT**

**BETWEEN**

**VILLAGE OF LINCOLNWOOD**

**AND**

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL  
LINCOLNWOOD LODGE #23**

**May 1, 2017 – April 30, 2020**

# Request For Board Action

**REFERRED TO BOARD:** April 18, 2017

**AGENDA ITEM NO:** 7

**ORIGINATING DEPARTMENT:** Finance

**SUBJECT:** Consideration of a Resolution Authorizing the Adoption of the Operating Budget for Fiscal Year May 1, 2017 to April 30, 2018

**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) 2017-2018. The Village Board convened a Committee of the Whole Budget Workshop on February 23, 2017 and a Public Meeting on April 5, 2017 to plan and discuss the proposed FY 2017-2018 Operating Budget. The Village Board Finance Committee also met on March 9 to review and discuss the proposed FY 2017-2018 Operating Budget. The proposed operating budget has also been on public display at Village Hall since March 10 and on the Village website.

The total proposed FY 2017-2018 Budget of \$34,688,373 is approximately 0.6% greater than the adopted FY 2016-2017 budget totaling \$34,459,588 for an increase of \$228,785 in expenditures.

The proposed FY 2017-2018 General Fund Budget totals \$21,408,991 as compared to \$20,035,310 for the FY 2016-2017. The increase in expenditures is approximately 6.9% greater in the proposed budget for FY 2017-2018 as compared to the FY 2016-2017 budget. This is mainly attributed of the one-time capital expenditure for the StarCom police radio system, increased Police pension costs, planned vehicle replacements and building maintenance expenditures.

**FINANCIAL IMPACT:**

The Operating Budget represents the Village Board's authorized expenditures of the Village for the Fiscal Year May 1, 2017 to April 30, 2018.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Fiscal Year 2017-2018 Budget Message

**RECOMMENDED MOTION:**

**Move to approve** a Resolution authorizing the adoption of the Fiscal Year May 1, 2017 to April 30, 2018 Operating Budget.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2017-\_\_\_\_\_**

**A RESOLUTION APPROVING THE ANNUAL BUDGET OF THE  
VILLAGE OF LINCOLNWOOD, ILLINOIS, FOR THE FISCAL YEAR  
BEGINNING MAY 1, 2017 AND ENDING APRIL 30, 2018**

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 \$34,688,373 for the Village's fiscal year commencing May 1, 2017, and ending April 30, 2018 ("**2018 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 2018 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 2018 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 18<sup>th</sup> day of April, 2017.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this 18<sup>th</sup> day of April, 2017.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of April, 2017

---

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

**EXHIBIT A**

**2018 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, 2017

**TO:** President Turry and Members of the Village Board

**SUBJECT:** Proposed Budget for Fiscal Year 2017/18 (Fiscal 2018)

On behalf of the Village staff, I am pleased to present the proposed Village of Lincolnwood Fiscal 2018 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 23, 2017 Budget Workshop. On January 17, 2017 the Village Board adopted the 2017- 2019 Strategic Planning Report. The approved initiatives were used as a guide in developing the Fiscal 2018 budget. The Village Board's Finance Committee met on March 9, 2017 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, 2017.

The total budget proposed for Fiscal 2018 is \$34,688,373. This represents an increase of less than 1% from last year's budget. The General Fund operating budget is \$21,408,991, which amounts to an increase of 6.9% over last year's adopted budget. It is balanced through the use of excess fund balance reserves, which will be utilized for specific, one-time capital improvements. Many of the significant planned expenses include: a State of Illinois unfunded mandate to upgrade the Police Department's radio system, the Lincoln Avenue median landscape project and construction of the Touhy Avenue bicycle/pedestrian overpass. The budget continues the Village's conservative approach to fiscal management and its emphasis on limiting negative impacts to taxpayers. Important points to consider:

- Property tax increase is limited to 0.7%
- There are no proposed adjustment to any Village fees
- There is no increase to the water/sewer rates

The February 2017 Moody's Report noted that the financial position of the Village remains very healthy. It references factors such as the Village's fund balance of 54.4% of annual expenditures and the Village's overall debt burden is small and in line with the assigned rating of Aa1 (just below the highest rating of Aaa).

#### **Fiscal 2017 Review**

During Fiscal 2017 the Village budgeted a use of \$520,007 of excess fund balance reserves to balance the General Fund. A year end budget surplus of approximately \$1,130,000 is anticipated. This is mainly due to permit revenues received as a result of the senior housing development The Carrington at Lincolnwood which began construction during Fiscal 2017. The Fiscal 2017 surplus will be used to balance the Fiscal 2018 budget through the use of excess fund balance reserves for one-time planned capital expenses.



TREE CITY USA



## Items of Note in Fiscal 2017

### Capital Improvements

- Replaced streetlights along Touhy Avenue from Cicero Avenue to Hamlin Avenue and retrofit existing streetlights within the Touhy/Crawford business district to LED.
- Constructed two multi-use bike paths within the community. Both paths were built using Congestion Mitigation and Air Quality grants. The Valley Line Trail Path is located on the west side of the Village and the former Union Pacific Railroad Path on the east side of the Village. Both opened during the Fall of 2016.
- Pratt Avenue was resurfaced from Lincoln Avenue west to Lockwood Avenue using Surface Transportation Program grant funding.
- Began implementing the first phase of the Village's Stormwater Management Plan by installing berms and submerged sewer restrictors within a "pilot" area of the community. The pilot area is generally bounded by Pratt Avenue to the north, McCormick Boulevard to the east, Devon Avenue to the south and Lincoln Avenue to the west. The use of surface storage is designed to improve the Village's ability to handle heavy rain events.
- Began construction of a trailhead public parking lot within the Northeast Industrial Business District.
- Began construction of the Lincoln Avenue median beautification project.

### Planning & Development

- Approved a building permit for *The Carrington at Lincolnwood*, a residential independent living, assisted living and memory care senior living community spanning 13 acres.
- Welcomed Binny's Beverage Depot at the former Lincolnwood Produce site.
- Approved an Ordinance authorizing an eligibility study for the redesignation of the Lincoln-Touhy redevelopment project area.
- Updated the Comprehensive Plan which had been previously adopted in 2001.
- Created an online Business Resource Center on the Village's website for potential business owners including available space, Village resources, and zoning information.

## Fiscal Management

- Received the distinguished budget presentation and excellence in financial reporting awards from the Government Finance Officers Association.

## Services

- Consolidated E9-1-1 dispatching services for Police and Fire with the Village of Skokie.
- Implemented a mobile app for citizen service requests.

## Fiscal 2018 Key Issues

The Fiscal 2018 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 January 17, 2017 the Village Board adopted a new strategic plan for years 2017-2019. The report identifies the strengths and weaknesses of the Village and opportunities to improve Village life for residents and businesses.

Provided below are the goals stated in the strategic plan and a summary of how the Fiscal 2018 budget will help achieve these goals:

Goal	Summary of Actions
<b>Development Achievements</b>	
A. Continue Development of the "Purple Hotel" Site with Newly Named "Purple Hotel" Site, Identify Developer, Approve Site Plans, Ensure Project Financing, and Begin Site Construction	<i>The Village will work with an identified developer to review financing and incentives and facilitate the permit and construction process.</i>
B. Facilitate Cicero Avenue Hotel Development	<i>Staff will work with the Developer to facilitate zoning and design review with the goal of issuing a building permit for the site during Fiscal 2018.</i>
C. Create a North Lincolnwood Development Plan	<i>Included in the Fiscal 2018 budget are funds in the amount of \$25,000 to engage a consultant to prepare a sub-area plan addressing the area bound by Touhy Avenue, Cicero Avenue, Lincoln Avenue and the northern Municipal Boundary of the Village. The plan would address land use, street configurations, traffic controls and other infrastructure considerations, with the goal of creating a plan to achieve a future state in which this area redevelops as a major commercial core for the Village.</i>

<p>D. Develop the Following Sites: Brickyard Bank Property, Republic Bank Drive Through Site and Touhy Avenue Corridor</p>	<p><u><i>Brickyard Bank Property</i></u>  <i>Staff will work to develop a marketing package during Fiscal 2018 for sites that are vacant and/or are in need of redevelopment. This site will be included in the marketing package.</i></p> <p><u><i>Republic Bank Drive Through</i></u>  <i>During the end of Fiscal 2017 the Village approved a special use permit and variation for the development of a new retail building with a drive through at the site. It is anticipated that this site will be redeveloped during Fiscal 2018.</i></p> <p><u><i>Touhy Avenue Corridor</i></u>  <i>This location will be included in the marketing package described previously.</i></p>
<p>E. Attract a Grocery Store to Lincolnwood</p>	<p><i>Include possible locations in the marketing package described previously.</i></p>
<p><b>Create a Marketing Package that will include identification of development sites and desired uses</b></p>	<p><i>During the first quarter of 2017 the Village will create a marketing task force utilizing marketing experts within the Village. The task force will work to develop a marketing plan and determine the resources necessary to execute the plan.</i></p>
<p><b>Finalize a New Water Supplier</b></p>	<p><i>Staff anticipates finalizing an agreement with an alternative water supplier by the end of Fiscal 2017. Funds have been included in the Fiscal 2018 Water and Sewer Fund to design the infrastructure necessary to connect to an alternative water supplier, with an anticipated connection to an alternative supplier by the end of calendar year 2018.</i></p>
<p><b>Complete Stormwater Pilot Project and Determine "Next Steps" Plan/Actions</b></p>	<p><i>The pilot project was constructed during the fall of 2017. During Fiscal 2018 staff will collect data regarding the effectiveness of the pilot area improvements and develop a plan to implement the next stages of the stormwater improvement program including financing options.</i></p>
<p><b>Define a Baseline for O'Hare Noise and Show Measured Progress on Noise Abatement</b></p>	<p><i>During the winter of 2016/2017 the Village obtained a portable noise monitor from the O'Hare Noise Compatibility Commission ("ONCC") to monitor sound levels within the community. The monitor will be in place until April 1, 2017. After the monitoring period the Village will work with the ONCC regarding remediation methods if the Village qualifies based on the levels that were captured.</i></p>
<p><b>Develop a Village Mobile App Creating the Means for Mobile Citizen Communication, Feedback and Service Fulfillment</b></p>	<p><i>The Village's mobile app was implemented during Fiscal 2017. The app continues to be marketed and promoted as a means of requesting services from the Village. The Village currently has over 200 registered users. During Fiscal 2018 staff will develop a plan for implementing online payments through the app in the future.</i></p>
<p><b>Complete Bicycle Path Connections</b></p>	<p><i>During the fall of 2017 the Valley Line Trail on the west side of the Village and the Former Union Pacific Railroad Trail on the east side of the Village opened for use. During Fiscal 2018 the overpass bridge for the Valley Line Trail will be built to provide safe passage for pedestrians and cyclists over Touhy Avenue.</i></p>

<b>Complete 9-1-1 Shared Dispatch Service Center</b>	<i>As of March 1, 2017 Police Dispatch services for the Village of Lincolnwood were transferred to the Village of Skokie. Fire dispatch services are anticipated to be reassigned as of April 24, 2017. During Fiscal 2018 the Village will update their radio system to StarCom, this update is required by the Federal Commerce Commission. Funds for the updated police radio system are included within the Fiscal 2018 budget. The fire radio system will be updated in Fiscal 2019.</i>
<b>Develop a Public Transportation Plan along Devon Avenue</b>	<i>A committee of interested stakeholders was developed during Fiscal 2018. They have participated in lobbying efforts with PACE, CTA and the RTA to extend the CTA 155 bus route from Kedzie Avenue to the Sauganash Train Station. During Fiscal 2018 they will continue to work with stakeholders to lobby for the extension of existing services.</i>

### Fiscal 2018 Proposed Budget Overview

At the February 23, 2017 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.

Major General Fund capital expenditures discussed at the Budget Workshop include:

Item	Budgeted Amount
Replacement of one Police Squad Car	\$37,000
Replacement of Playground Equipment	\$100,000
Replacement of Street Sweeper (Shared with Water Fund)	\$220,000
Replacement of one Ambulance	\$232,000
StarCom Police Radio Replacement	\$230,000
<b>Total</b>	<b>\$819,000</b>

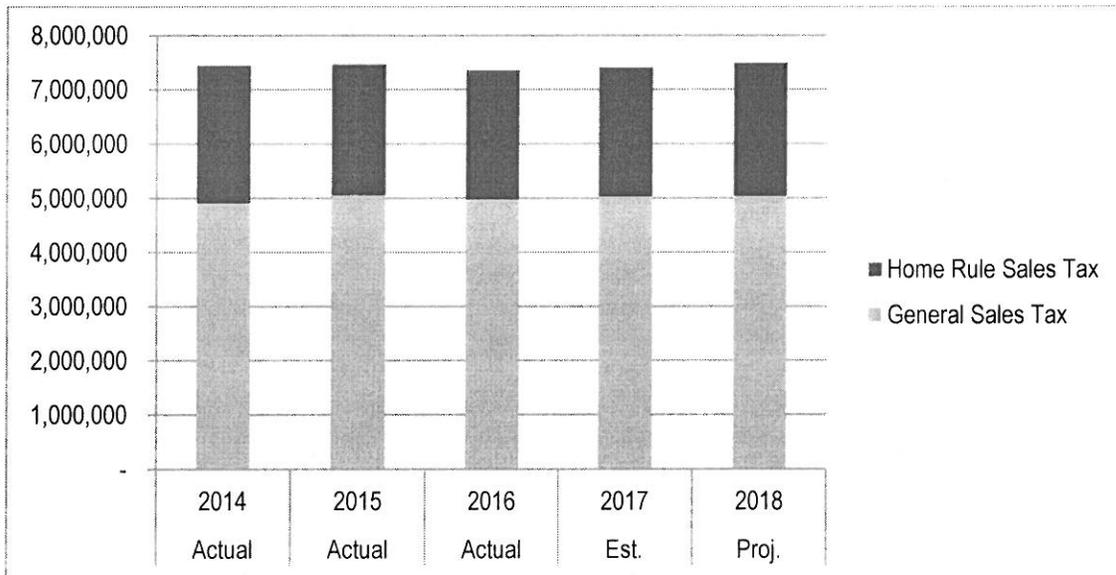
The proposed total budget is summarized below. Per accepted governmental financial standards, the Village's finances are divided into several funds. Each fund must be accounted for separately, meaning each has its own budgeted expenditures which are offset by corresponding revenues. In general, resources 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	FY17/18	% Change
All Funds	\$34,459,588	\$34,688,373	0.66%
General Fund	\$20,035,310	\$21,408,991	6.9%

The total budget has an increase of less than 1%. The budget for the General Fund increased by 6.9% from the previous year this is largely the result of the one-time capital expenditures for the StarCom police radio system, increased Police pension costs and planned vehicle replacements. Fiscal 2018 highlights include:

- Sales Tax – Total sales tax revenue, including State and Home Rule sales taxes is budgeted for \$7,486,850. Sales tax receipts have remained generally flat. The chart on the next page describes the trend in total sales tax revenue over the past five years.

Total Sales Tax Revenue



	Actual 4/30/2014	Actual 4/30/2015	Actual 4/30/2016	Estimated 4/30/2017	Projected 4/30/2018
<b>Home Rule Sales Tax</b>	2,537,703	2,408,004	2,374,826	2,368,817	2,446,850
<b>General Sales Tax</b>	4,905,594	5,054,179	4,976,541	5,035,683	5,040,000
<b>Total</b>	<b>7,443,297</b>	<b>7,462,183</b>	<b>7,351,367</b>	<b>7,404,500</b>	<b>7,486,850</b>

- 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 \$1,107,250. Funding for refuse collection is paid through the use of property tax revenues. Of the total amount, \$887,250 is paid to Groot Industries, Inc. for refuse collection and \$220,000 is paid to the Solid Waste Agency of Northern Cook County (SWANCC) for landfill deposits.
- Personnel Costs – Personnel costs in Fiscal 2018 are budgeted to be \$11,723,322. There is a 2% cost of living wage increase for non-union employees and a contractually-obligated wage increase of 1.75% for the Public Works Teamsters Union. The wage increase for the Fraternal Order of Police Patrol Union will be determined by contract negotiations that will be completed in Fiscal 2018.
- Police Pension Funding – The Police Pension Fund is currently 41% 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 Gasoline Tax.

## **Capital Improvements and Equipment Replacement**

The Fiscal 2018 budget includes the following capital improvement projects:

### Lincoln Avenue Median Landscape Project

- \$546,000 to install landscaped medians along Lincoln Avenue. Installing landscaping in the medians is one of the recommendations of the Lincoln Avenue taskforce plan. This project was originally budgeted during Fiscal 2017 but due to initially high bids that were received the project was re-bid and will be paid for during the FY 2018 budget. This expense is divided among the General Fund (\$440,000) and Devon/Lincoln Tax Increment Financing Fund (\$146,000).

### Pedestrian/Bicycle Overpass

- \$562,000 to construct a pedestrian/bicycle overpass at Touhy Avenue for the Valley Line Trail. This project is 80% grant funded through a Congestion Mitigation Air Quality grant.

### Water and Sewer Fund Projects

- \$400,000 to complete the design of a relief sewer outlet to the North Shore Channel. The relief sewer was originally recommended by the Ad Hoc Sewer Committee as the second highest priority project, behind street storage within the Village's Stormwater Management Plan. This project is Phase II of the pilot surface storage project that was completed during Fiscal 2017. A grant application will be submitted to the Metropolitan Water Reclamation District to obtain funding for construction of the outfall. \$350,000 is included in the budget to design a potable water transmission main to connect the Village to an alternative potable water supplier. Funds are also included to replace the Village's street sweeper which is 21 years old. The street sweeper is used eight months out of the year to keep the streets clean and reduce the flow of debris into the Village's combined sewer system. The purchase of the street sweeper is divided among the Water and Sewer Fund and the General Fund. The Village's water pumping station has original pumps that have reached their end of life. The Fiscal 2018 budget includes \$77,500 to replace two of the five pumps.

### Devon Avenue Streetscape Project

- \$304,000 has been budgeted for Phase II 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 entice

business and development to a corridor with retail vacancies and declining property values.

#### LED Street Light Retrofit

- \$55,000 is budgeted to retrofit the existing street lights in the NEID TIF from metal halide bulbs to LED bulbs. This will reduce energy and maintenance costs.

#### Public Works Yard Expansion

- \$1,000,000 is allocated to expand the yard at the Public Works Department to provide permanent material storage bins, increase the area for equipment and vehicle storage and install an ornamental fence around the Village's water tower to improve aesthetics and safety.

#### Street Light Installation

- \$300,000 to install street lights on Devon Avenue (Longmeadow Avenue to Lincoln Avenue).

### **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 Fiscal 2018 total budget is balanced. The General Fund operating budget is balanced with the use of excess fund reserves in accordance with Village Financial Policies.
- 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 0.7% property tax levy increase included in the Fiscal 2018 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 General Fund'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's financial position is very strong with a continued bond rating of Aa1. During Fiscal 2018 the Village's General Fund will be nearly debt free. The only remaining debt is an interest-free debt owed to the State of Illinois for the replacement of the Village's Fire Truck which was replaced six years ago. The recent Moody's Report notes that the Village's ability to generate balanced financial operations exhibits sound financial management despite the fact that several tax base values generally fell. The Village ensures that its annual required pension contributions are met, and Village facilities and equipment are appropriately maintained.

### **Conclusion**

As the economy continues its unpredictable performance staff will continue to focus on maintaining service delivery in the most efficient means possible. Revenue assumptions will be closely monitored and cost saving opportunities will be explored.

The preparation of the Fiscal 2018 budget could not have been achieved without the hard work and assistance of staff 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

# Request For Board Action

**REFERRED TO BOARD:** April 18, 2017

**AGENDA ITEM NO :** 8

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of an Ordinance Setting the Time and Place for a Public Hearing on the Establishment of the North Lincoln Redevelopment Project Area and Tax Increment Redevelopment Plan and Project

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

At the February 7, 2017 meeting, the Village Board approved an Ordinance initiating an Eligibility Study for the re-designation of the Lincoln-Touhy Redevelopment Project Area. Staff has worked with the Village's TIF Consultant, Kane McKenna and Associates (KMA), to prepare required documentation for review by the Joint Review Board and Village Board, as well as the attached timeline of required meetings and hearings. In order to distinguish between the existing (proposed to be re-designated) "Lincoln-Touhy" TIF District and the proposed new TIF District, it has been re-named the "North Lincoln" TIF District.

Please note two very important dates in this schedule: 1) Joint Review Board Meeting is scheduled for May 4, 2017 at 10:00 a.m.; and 2) Public Hearing on the establishment of a newly-designated TIF District is planned for June 6, 2017 at 7:30 p.m. The Joint Review Board is a meeting consisting of representatives of all the Lincolnwood Taxing Bodies, in which the planning documents and proposed ordinances, including the TIF Draft Redevelopment Plan, are reviewed.

The request before the Village Board is approval of the attached Ordinance which authorizes the time and place of the Public Hearing concerning the Draft TIF Plan and TIF Eligibility Report. The Ordinance also authorizes Village staff to prepare notices as required by the TIF Act.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. TIF Process Timeline

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance setting the time and place for a Public Hearing on the establishment of the North Lincoln Redevelopment Project Area and Tax Increment Redevelopment Plan and Project.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE SETTING THE TIME AND PLACE  
FOR A PUBLIC HEARING ON THE ESTABLISHMENT OF  
THE NORTH LINCOLN REDEVELOPMENT PROJECT AREA AND  
TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

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 \_\_\_\_\_, 2017

\_\_\_\_\_  
Village Clerk

**AN ORDINANCE SETTING THE TIME AND PLACE  
FOR A PUBLIC HEARING ON THE ESTABLISHMENT OF  
THE NORTH LINCOLN REDEVELOPMENT PROJECT AREA AND  
TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT**

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

WHEREAS, on February 17, 2011, the President and the Board of Trustees of the Village ("*Corporate Authorities*") adopted: (i) Ordinance No. 2011-2930, approving a redevelopment plan and project prepared by Kane, McKenna and Associates, Inc. ("*Redevelopment Plan and Project*") for an area generally including the properties located at the northwest, southwest, and southeast corners of the intersection of Lincoln Avenue and Touhy Avenue in the Village ("*Lincoln-Touhy Redevelopment Project Area*"); (ii) Ordinance No. 2011-2931, designating the Lincoln-Touhy Redevelopment Project Area as a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("*TIF Act*"); and (iii) Ordinance No. 2011-2932, adopting tax increment allocation financing for the Lincoln-Touhy Redevelopment Project Area, pursuant to the TIF Act; and

WHEREAS, on June 3, 2014, the Corporate Authorities adopted: (i) Ordinance No. 2014-3099, approving an amended redevelopment plan and project prepared by Kane, McKenna and Associates, Inc. to include both the Lincoln-Touhy Redevelopment Project Area and the real property generally located immediately west and north thereof, along the north side of Touhy Avenue and the west side of Lincoln Avenue ("*Adjacent Redevelopment Area*"); (ii) Ordinance No. 2014-3100, amending the Lincoln-Touhy Redevelopment Project Area to include the Adjacent Redevelopment Area, pursuant to the TIF Act; and (iii) Ordinance No. 2014-3101, adopting tax increment allocation financing for the amended Lincoln-Touhy Redevelopment Project Area ("*North Lincoln Redevelopment Area*"), pursuant to the TIF Act; and

WHEREAS, since the designation of the Lincoln-Touhy Redevelopment Project Area as a redevelopment project area, such area has not been redeveloped, and the blighting and adverse conditions remain present in such area; and

WHEREAS, the Village of Lincolnwood depends heavily on its business districts, and primary its Village Center district, to maintain the fiscal integrity of the Village; and

WHEREAS, the North Lincoln Redevelopment Area is legally described in **Exhibit A** and depicted in **Exhibit B** attached to this Ordinance; and

WHEREAS, the parcels within the North Lincoln Redevelopment Area are presently underutilized, and suffer from a variety of economic development impediments, such as excessive vacancies and obsolescence; and

WHEREAS, the valuation of the North Lincoln Redevelopment Area has lagged behind the average annual growth rate of all real property within the Village in all five of the previous five years; and

WHEREAS, the Village does not anticipate that the North Lincoln Redevelopment Area will be redeveloped without the implementation by the Village of a new comprehensive plan for the economic redevelopment of the North Lincoln Redevelopment Area; and

WHEREAS, the Village has explored various methods by which sufficient private investment can be attracted to the North Lincoln Redevelopment Area, so that the Amended Redevelopment Area can be redeveloped for the long-term growth and benefit of the Village and its residents; and

WHEREAS, one means by which the Village could attract the private investment necessary for the redevelopment of the North Lincoln Redevelopment Area is the use of tax increment financing ("**TIF**") and the establishment of a newly-redesignated redevelopment project area (a "**TIF District**") as authorized under the TIF Act; and

WHEREAS, on February 21, 2017, the Village Board of Trustees commissioned a study by Kane, McKenna and Associates, Inc. ("**KMA**") to determine whether the North Lincoln Redevelopment Area meets the qualifications for re-designating a new TIF District; and

WHEREAS, after extensive review of the North Lincoln Redevelopment Area, KMA delivered a report to the Village in which KMA concludes that the North Lincoln Redevelopment Area continues to qualify as a TIF District under the TIF Act ("**Eligibility Report**"); and

WHEREAS, in light of its review of the North Lincoln Redevelopment Area and pursuant to extensive discussions with Village officials and others interested in the North Lincoln Redevelopment Area, KMA has also prepared a plan for the redevelopment of the North Lincoln Redevelopment Area in accordance with the TIF Act ("**Redevelopment Plan and Project**"); and

WHEREAS, the Eligibility Report and the Redevelopment Plan and Project have been on file and available at the Village Hall since April 7, 2017; and

WHEREAS, in order to continue its consideration of the possible establishment of a newly-designated TIF District in the North Lincoln Redevelopment Area, the President and Board of Trustees of the Village have determined that it is in the best interest of the Village and its residents to continue pursuing the possible establishment of a new TIF District within the North Lincoln Redevelopment Area, including the setting of a time and place for a public hearing on the possible establishment of a TIF District and consideration of the Eligibility Report and the North Lincoln Redevelopment Plan and Project;

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

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

SECTION 2. SETTING TIME AND PLACE FOR PUBLIC HEARING. The President and Board of Trustees of the Village hereby establish Tuesday, June 6, 2017, at 7:30 p.m. as the date and time for a public hearing on the possible establishment of a newly-designated TIF

District, the re-designation of the redevelopment project area, and the consideration of a Redevelopment Plan and Project for the North Lincoln Redevelopment Area. The public hearing will be held at the Lincolnwood Village Hall, 6900 North Lincoln Avenue, Lincolnwood, Illinois. The Village Board reserves the right to continue the hearing to a later date and time without further published notice should a continuance become necessary.

SECTION 3. AUTHORIZATION FOR PUBLIC NOTICES AND OTHER ACTION. The President and Board of Trustees hereby authorize and direct the Village Manager, in consultation with KMA and the Village Attorney, to do or cause to be done all things necessary or desirable for purposes of giving the public notice of the June 6, 2017, hearing and any and all other statutorily required steps precedent to the establishment of a TIF District and the adoption of a Redevelopment Plan and Project.

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 \_\_\_\_\_, 2017

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTENTION: \_\_\_\_\_

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2017

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

**EXHIBIT A**

[LEGAL DESCRIPTION OF NORTH LINCOLN REDEVELOPMENT AREA]

## North Lincoln TIF Legal Description

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Proceeding at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue, the Point of Beginning; thence East along the South line of Touhy Avenue to the West line of Kilbourn Avenue; thence South along the West line of Kilbourn Avenue to the intersection with the Westerly extension of the South line of Fitch Avenue; thence East along said last described line to an angle point in the South line of said Fitch Avenue; thence Northeasterly along the Southeasterly line of Fitch Avenue to the Southwesterly line of Lincoln Avenue; thence Southeasterly along the Southwesterly line of Lincoln Avenue to the East line of Kostner Avenue; thence North along the East line of Kostner Avenue to the centerline of Touhy Avenue; thence West along the centerline of Touhy Avenue to the centerline of the intersection of the North line of Lot 3 of Lincoln Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the North Line of Lot 3 of the Lincoln Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue; thence Southwest along the North Line of said Lot 3 to the southwest corner of said Lot 3; thence Northwest 257 (+/-) feet along the Western line of Lot 2 in the Lincoln Touhy Addition to Lincolnwood; thence West 46 degrees 30 minutes South to the Easterly line of the Union Pacific right-of-way; thence South 856 (+/-) feet along the Easterly line of the Union Pacific right-of-way; thence East 86 (+/-) feet; thence North 43 (+/-) feet to the centerline of Touhy Avenue; thence East to the intersection of the centerline of Touhy Avenue and the Southeasterly extension of the West Line of Lot 7 of the Lincoln Touhy Addition to Lincolnwood; thence Southeast along said extension to the Point of Beginning., in Cook County, Illinois.

AND

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Proceeding at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue; thence East along the South line of Touhy Avenue to the West line of Kilbourn Avenue; thence South along the West line of Kilbourn Avenue to the intersection with the Westerly extension of the South line of Fitch Avenue; thence East along said last described line to an angle point in the South line of said Fitch Avenue; thence Northeasterly along the Southeasterly line of Fitch Avenue to the Southwesterly line of

Lincoln Avenue; thence Southeasterly along the Southwesterly line of Lincoln Avenue to the East line of Kostner Avenue; thence North along the East line of Kostner Avenue to the centerline of Touhy Avenue; thence West along the centerline of Touhy Avenue to the centerline of the intersection of the North line of Lot 3 of Lincoln Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the South Line of Lot 4 of the Lincoln Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue, the Point of Beginning; thence Northwest along the centerline of Lincoln Avenue to the intersection of the centerline of Lincoln Avenue and the extension of the North line of Lot 3 of the Lincoln Touhy Addition to Lincolnwood; then Southwest along the North Line of said Lot 3 to the Northwest corner of said Lot 3; thence Northwest 257 (+/-) feet along the Western line of Lot 2 in the Lincoln Touhy Addition to Lincolnwood; thence West 46 degrees 30 minutes South to the Easterly line of the Union Pacific right-of-way; thence South 856 (+/-) feet along the Easterly line of the Union Pacific right-of-way; thence East 86 (+/-) feet; thence North 43 (+/-) feet to the centerline of Touhy Avenue; thence East to the intersection of the centerline of Touhy Avenue and the Southeasterly extension of the West Line of Lot 7 of the Lincoln Touhy Addition to Lincolnwood; thence Northwest along the West Line of Lot 7; then north along the West Line of Lot 7; thence Northwest to the Northwest corner of Lot 6; thence Southeast to the Southwest corner of Lot 4; thence Northeast to the Point of Beginning, in Cook County, Illinois.

**EXHIBIT B**

[MAP DEPICTING NORTH LINCOLN REDEVELOPMENT AREA]



# North Lincoln TIF District Redevelopment Area



**VILLAGE OF LINCOLNWOOD  
PROPOSED NORTH LINCOLN TIF DISTRICT  
DRAFT TIMETABLE**

**Timing and Status**

**Week of – (unless noted)**

**Task**

- |                            |  |
|----------------------------|--|
| 1) March 6 to March 13     | Village staff and Kane, McKenna prepare the TIF Eligibility Report. Kane, McKenna begins preparation of TIF Plan to be reviewed by Village staff (including determination of preliminary boundaries).  |
| 2) March 13 to March 20    | Village staff needs to identify if any Village officials or staff have ownership interests within the TIF boundaries. Procedures relating to any conflicts need to be reviewed.  |
| 3) March 20                | Draft TIF qualification report prepared by Kane, McKenna. Confirm legal description and TIF map.   |
| 4) March 27                | Village sends comments to Kane, McKenna regarding draft TIF Eligibility Report. Kane, McKenna begins preparation of TIF plan.  |
| 5) March 27                | TIF legal description and boundary maps confirmed by the County.   |
| 6) March 27                | Village and Kane, McKenna prepare TIF budget, proposed project EAV estimates, and land uses for the TIF Plan.  |
| 7) March 27                | KMA sends Village revised draft TIF Plan and TIF Eligibility Report as needed.   |
| 8) April 7<br>(actual day) | Draft TIF Plan and TIF Eligibility Report must be on file at Village's Clerk's office at least 10 days before the Village Board approval of the TIF Public Hearing ordinance.  |
| 9) April 10                | Village Attorney prepares draft ordinance authorizing TIF Public Hearing.  |
| 10) April 10               | Kane, McKenna and Village staff identify taxpayers and residential addresses within the TIF and within 750 feet of the proposed boundaries. Kane, McKenna identifies affected taxing districts and compiles contact/address list for the taxing districts. |

\* Many tasks show a range of dates, typically for an entire week. Timing will be revised/refined as we select specific dates for key tasks, such as those requiring Village Board action. These key dates will then require adjustment in dates of other tasks, such as those requiring notices.

**Timing and Status (Week of unless noted)**

**Task**

- 11) Optional  
Village holds preliminary meeting with taxing districts to provide information regarding the proposed TIF District and the Village's plans for the area.
  
- 12) April 18  
(actual date)  
Village Board adopts TIF Public Hearing ordinance which authorizes time and place for the public hearing concerning the draft TIF Plan and TIF Eligibility Report. The ordinance also authorizes Village staff to prepare additional notices as required by the TIF Act (see below).
  
- 13) April 19  
(actual date)  
Notice of Public Hearing sent by Kane, McKenna to affected taxing districts and IDCEO by certified mail. The notice will also include the time and the place for the first Joint Review Board (JRB) meeting, as well as a draft copy of the TIF Plan and TIF Eligibility Report. The first meeting of the JRB must take place at least 14 days following the notice of public hearing by the Village to the taxing districts (and no more than 28 days following such notice).
  
- 14) April 24  
Notice of availability of interested parties registry is published in a local newspaper and Kane, McKenna prepares notices sent to all residential addresses within 750 feet of the TIF boundaries (in Spanish and English).
  
- 15) April 24  
Kane, McKenna and Village Attorney prepare three draft TIF ordinances for Village staff review. Village staff prepares materials for JRB review.
  
- 16) May 4  
(actual date)  
**First meeting of the Joint Review Board. The JRB reviews the planning documents and proposed ordinances regarding the proposed TIF District.**
  
- 17) May 4 to  
June 5  
The JRB shall make an advisory, **non-binding recommendation** regarding the TIF area within thirty (30) days after the convening of the JRB. The JRB shall base its decision to recommend or not recommend the proposed TIF District on the basis of the proposed TIF District satisfying the statutory eligibility criteria. If the JRB does not recommend TIF District designation, the JRB shall issue a written report describing why the area fails to meet one or more eligibility criteria. The Village then has thirty (30) days to confer and resolve such issues. In the event that such issues are not

resolved, the Village may proceed with the adoption of the TIF, but only upon a 3/5s vote of the Village Board. In the event that JRB does not file a report or make a recommendation, it shall be presumed that these taxing districts find the area to satisfy the eligibility criteria, pursuant to the TIF Act. Failure of the JRB to make a recommendation or to submit its report on a timely basis shall not cause a delay in the process of forming the TIF District.

- 18) May 8 Kane, McKenna updates taxpayer list to include identification of delinquent taxpayers and if taxes are delinquent, taxpayers of record for the last three years.
- 19) May 15 **Village publishes Notice of Public Hearing** in two (2) editions of local newspaper (not more than thirty (30) days nor less than ten (10) days prior to public hearing).
- 20) May 15 **Village and Kane, McKenna send Notices of Public Hearing** to all property taxpayers of record in the proposed TIF District, all residential addresses, and interested parties (not less than ten (10) days before public hearing). Notices include English and Spanish versions. Complete research of delinquent taxpayers and sends notices to taxpayers of record for the previous three years.
- 21) June 6  
(actual date) The municipality holds the **public hearing** for the proposed TIF District.  
Any interested person or affected taxing district may file written objections or be heard orally in this forum. The public hearing may be continued to another date without any further written notices. If any significant changes are to be made in the Redevelopment Plan, notices of such changes must be sent to taxing districts and published in a local newspaper at least ten (10) days prior to TIF ordinance adoption.
- 22) June 12 Village Attorney prepares three draft TIF ordinances for Village staff review and comments.
- 23) June 12 Kane, McKenna prepares information to Village Board and provide TIF ordinances to Village Board for review.

# Request for Board Action

REFERRED TO BOARD: April 18, 2017

AGENDA ITEM NO: 9

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Consideration of an Ordinance Authorizing the Village Manager to Execute a Lease with Grossinger Motors for the Village-Owned Parking Lot at Touhy/Keating Avenues

## SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In 2005 the Village Board approved a seven-year lease with Grossprops Associates, Inc. (Grossinger Motors) to allow Grossinger Toyota to utilize the Village-owned parking lot at the corner of Touhy and Keating Avenues for automobile storage. This lease was extended for a five year period in 2012, and the lease now expires on April 30, 2017.

Key provisions in the lease included:

- 1) Annual rent of \$55,000.
- 2) Triple-net lease, meaning Grossinger is responsible for all utilities, property taxes and maintenance.
- 3) Requires Grossinger to operate the Toyota Dealership on the adjoining property and provides for lease termination at Village's discretion if the Toyota Dealership goes dark.
- 4) Prohibits subletting or assignment of the lease to a third party.
- 5) Restricts usage of the leased premises to surface storage of new/newer vehicles which are for sale.

Grossinger Motors has expressed an interest in extending the lease. Staff is recommending that the lease be extended for a five-year period, however, the Village would have the sole right to terminate the lease on any annual anniversary date of the renewal term, as long as it provides Grossinger a 60-day notice. Staff is also recommending a revised annual rent payment of \$60,000, an increase of \$5,000 per year over the current amount.

## FINANCIAL IMPACT:

Annual rent payment of \$60,000 to the Village.

## DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Recommended Lease Extension
3. Original Lease Agreement

## RECOMMENDED MOTION:

**Move to approve** an Ordinance authorizing the Village Manager to execute a lease extension with Grossinger Motors for the Village-owned parking lot at Touhy/Keating Avenues.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2017-\_\_\_\_**

**AN ORDINANCE APPROVING A SECOND AMENDMENT TO LEASE AGREEMENT  
BETWEEN THE VILLAGE OF LINCOLNWOOD  
AND GROSSPROPS ASSOCIATES, LLC**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

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 \_\_\_\_\_, 2017

**ORDINANCE NO. 2017-\_\_**

**AN ORDINANCE APPROVING A SECOND AMENDMENT TO LEASE AGREEMENT  
BETWEEN THE VILLAGE OF LINCOLNWOOD  
AND GROSSPROPS ASSOCIATES, LLC**

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 is the record title owner of that certain real property located at Touhy Avenue and Keating Avenue in the Village ("**Property**"); and

WHEREAS, the Village and Grossprops Associates, LLC ("**Grossprops**") have entered into a Lease Agreement dated September 15, 2005, as amended by that certain First Amendment to Lease Agreement dated April 17, 2012 (as amended, the "**Lease Agreement**"), for the lease by the Village to Grossprops of an approximately 15,000-square-foot portion of the Property ("**Leased Premises**"); and

WHEREAS, the Lease Agreement will expire on April 30, 2017; and

WHEREAS, the Village and Grossprops now desire to enter into a second amendment to the Lease Agreement to extend the term of the Lease Agreement through April 30, 2022 ("**Second Amendment to Lease Agreement**"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to enter into the Second Amendment to Lease Agreement with Grossprops;

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

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

SECTION 2. APPROVAL OF SECOND AMENDMENT TO LEASE AGREEMENT. The Second Amendment to Lease Agreement by and between the Village and Grossprops is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 3. EXECUTION OF SECOND AMENDMENT TO LEASE AGREEMENT. The Village President and the Village Manager are hereby authorized and directed to execute and attest, on behalf of the Village, the Second Amendment to Lease Agreement and all necessary documentation related thereto, upon receipt by the Village Clerk of at least one original copy of the Second Amendment to Lease Agreement executed by Grossprops; provided, however, that if the executed copy of the Second Amendment to Lease Agreement is not received by the Village Clerk within 30 days after the effective date of this

Ordinance, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 4. EXERCISE OF HOME RULE AUTHORITY. The Board of Trustees hereby declares that the approval of the Second Amendment to Lease Agreement and the adoption of this Ordinance are made pursuant to the home rule authority and powers of the Village.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2017.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2017.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2017

---

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

#50708511\_v1

**EXHIBIT A**

**SECOND AMENDMENT TO LEASE AGREEMENT**

## SECOND AMENDMENT TO LEASE AGREEMENT

This **SECOND AMENDMENT TO LEASE AGREEMENT** ("**Second Amendment**") made this \_\_\_\_ day of \_\_\_\_\_, 2017 ("**Execution Date**"), by and between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("**Village**" or "**Landlord**") and **GROSSPROPS ASSOCIATES, LLC**, an Illinois limited liability company ("**Tenant**" or "**Grossprops**").

**WHEREAS**, the Village and Grossprops entered into a Lease Agreement dated September 15, 2005 ("**Lease**"), under which Landlord demised to Tenant the premises consisting of approximately 15,000 square feet of the property located at Touhy Avenue and Keating Avenue in the Village which had previously been used as a municipal parking lot and is legally described in Exhibit A attached to the Lease ("**Tenant Premises**"), all as more particularly set forth in the Lease; and

**WHEREAS**, the Village and Grossprops entered into a First Amendment to Lease Agreement dated April 17, 2012 ("**First Amendment**"), to extend the term of the Lease, to modify the rent, and to amend certain other provisions of the Lease; and

**WHEREAS**, Landlord and Tenant desire to further extend the term of the Lease, as more particularly set forth in this Second Amendment;

**NOW, THEREFORE**, in consideration of the mutual agreements herein set forth, the mutual agreements set forth in the Lease and the First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant have agreed, and hereby agree that the Lease is amended as follows:

1. **Recitals Incorporated.** The Recitals set forth above are incorporated by this reference and shall be deemed to be terms and provisions of this Second Amendment with the same force and effect as if fully set forth in this Section 1.
2. **Defined Terms.** Capitalized terms not otherwise defined in this Second Amendment shall be deemed to have the same meanings as ascribed to the terms in the Lease, as amended. All references in this Second Amendment to "Lease" shall be deemed to be references to the Lease, as amended.
3. **Term.**
  - A. Prior to the execution of this Second Amendment, the Term of the Lease was to expire on April 30, 2017. The Term of the Lease is hereby extended for a period of 60 months commencing on May 1, 2017 ("**Extended Term Commencement Date**") and continuing through and including April 30, 2022 ("**Extended Term**"), unless the Lease shall sooner terminate pursuant to its terms.
  - B. Notwithstanding any provision of the Lease or the First Amendment to the contrary, Landlord has the right, in its sole discretion, to terminate the Extended Term as of any annual anniversary date of the Extended Term Commencement Date by providing written notice of termination to Tenant at least 60 days prior to the termination date.

4. **Rent.** During the Extended Term, Tenant shall pay the amounts set forth in the following schedule as Monthly Rent which shall be payable in accordance with the provisions of the Lease:

**BASIC RENT SCHEDULE**

<b><u>Period</u></b>	<b><u>Annual Rent</u></b>	<b><u>Monthly Rent</u></b>
5/1/17 - 4/30/18	\$60,000.00	\$5,000
5/1/18 - 4/30/19	\$60,000.00	\$5,000
5/1/19 - 4/30/20	\$60,000.00	\$5,000
5/1/20 - 4/30/21	\$60,000.00	\$5,000
5/1/21 - 4/30/22	\$60,000.00	\$5,000

5. **Completion of Improvements and Termination of Rent Deduction.** The Village and Grossprops acknowledge and agree that: (i) Grossprops has completed the Improvements required pursuant to Section 10.0 of the Lease; (ii) the Rent Deduction provided pursuant to Section 10.5 of the Lease is hereby terminated, and (iii) Grossprops shall not receive, and shall not be entitled to receive, payment of any further Rent Deduction pursuant to the Lease.
6. **Amended Memorandum of Lease.** An amended Memorandum of Lease shall be recorded against the Tenant Premises in the form attached to this Second Amendment as Exhibit A.
7. **Counterparts.** This Second Amendment may be executed in counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.
8. **Time is of the Essence.** Time is of the essence for this Second Amendment and the Lease and each provision hereof and thereof.
9. **Submission of Amendment.** Submission of this instrument for examination shall not bind Landlord and no duty or obligation on Landlord shall arise under this instrument until this instrument is signed and delivered by Landlord and Tenant.
10. **Entire Agreement.** This Second Amendment, and the Lease and the First Amendment, contain the entire agreement between Landlord and Tenant with respect to Tenant's leasing of the Tenant Premises. Except for the Lease, the First Amendment, and this Second Amendment, no prior agreements or understandings with respect to the Tenant Premises shall be valid or of any force or effect.
11. **Lease In Full Force and Effect.** Except as modified by this Second Amendment, all of the terms, conditions, agreements, covenants, representations, warranties and indemnities contained in the Lease and the First Amendment remain in full force and effect. In the event of any conflict between the terms and provisions of this Second Amendment on the one hand, and the

terms and conditions of the Lease or of the First Amendment on the other, the terms and provisions of this Second Amendment shall prevail.

12. **Patriot Act.** Landlord and Tenant represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.
13. **Integration of the Second Amendment and the Lease.** This Second Amendment and the Lease (as amended by the First Amendment) shall be deemed to be, for all purposes, one instrument.

**(SIGNATURE PAGE FOLLOWS)**

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this First Amendment as of the day and year first above written.

**LANDLORD:**

**VILLAGE OF LINCOLNWOOD**

By: \_\_\_\_\_  
Name: Gerald C. Turry  
Its: President

By: \_\_\_\_\_  
Name: Timothy C. Wiberg  
Its: Village Manager

**ATTESTED AND FILED IN MY OFFICE:**

\_\_\_\_\_  
Beryl Herman  
Village Clerk

**TENANT:**

**GROSSPROPS ASSOCIATES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) ss:  
COUNTY OF COOK            )

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Gerald C. Turry, personally known to me to be the Village President of the Village of Lincolnwood, an Illinois home rule municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such Village President he signed and delivered said instrument pursuant to authority duly given to him/her by said Village of Lincolnwood.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ILLINOIS            )  
  ) ss:  
COUNTY OF COOK            )

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Timothy C. Wiberg, personally known to me to be the Village Manager of the Village of Lincolnwood, an Illinois home rule municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such Village Manager he signed and delivered said instrument pursuant to authority duly given to him/her by said Village of Lincolnwood.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ILLINOIS    )  
                                  ) ss:  
COUNTY OF COOK     )

The undersigned, a Notary Public, in and for the State aforesaid, does hereby certify, that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of **GROSSPROPS ASSOCIATES, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledges under oath that as such \_\_\_\_\_ he signed and delivered said instrument pursuant to authority duly given to him/her by said company.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT  
PREPARED BY AND AFTER  
RECORDING RETURN TO:**  
Steven M. Elrod, Esq.  
Holland & Knight LLP  
131 South Dearborn, 30<sup>th</sup> Floor  
Chicago, Illinois 60610

*This space reserved for Recorder's use only.*

**THIS MEMORANDUM OF LEASE ("Memorandum")** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **VILLAGE OF LINCOLNWOOD ("Village"** or **"Landlord"**) and **GROSSPROPS ASSOCIATES, LLC ("Tenant"** or **"Grossprops"**).

### **RECITALS**

A. Landlord and Tenant have entered into a Lease dated September 15, 2005, as amended by the First Amendment to Lease Agreement dated April 17, 2012, and by the Second Amendment to Lease Agreement dated \_\_\_\_\_, 2017 (collectively, the "**Lease**"), under which Landlord has leased to Tenant certain premises located at Touhy Avenue and Keating Avenue in the Village and more particularly described on Exhibit A attached hereto ("**Tenant Premises**").

B. Landlord is the owner of all right, title and interest in the Tenant Premises.

C. The Lease, as amended, was to expire on April 30, 2017, as set forth in the Memorandum of Lease dated April 17, 2012, and recorded with the Cook County Recorder of Deeds on \_\_\_\_\_ as document number \_\_\_\_\_.

D. The Lease, as amended, will now expire as of April 30, 2022.

E. The parties desire to set forth certain terms and provisions contained in the Lease, as amended, in this Memorandum for recording purposes.

**NOW, THEREFORE**, for and in consideration of the rents reserved and the covenants and conditions set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. **Definitions.** Capitalized terms used herein which are not otherwise defined herein shall have the respective meanings ascribed to them in the Lease.

2. **Grant of Lease.** Pursuant to the Lease, Landlord has leased to Tenant and Tenant has leased from Landlord the Leased Premises upon the terms and conditions set forth in the Lease.

3. **Expiration Date.** The Term of the Lease shall expire, unless sooner terminated or unless extended or renewed as provided therein, on April 30, 2022.

4. **Incorporation of Lease.** This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference.

5. **Memorandum Only.** This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Memorandum as of the day and year first above written.

**LANDLORD:**

**VILLAGE OF LINCOLNWOOD**

By: \_\_\_\_\_  
Name: Gerald C. Turry  
Its: President

By: \_\_\_\_\_  
Name: Timothy C. Wiberg  
Its: Village Manager

**ATTESTED AND FILED IN MY OFFICE:**

\_\_\_\_\_  
Beryl Herman  
Village Clerk

**TENANT:**

**GROSSPROPS ASSOCIATES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) ss:  
COUNTY OF COOK            )

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Gerald C. Turry, personally known to me to be the Village President of the Village of Lincolnwood, an Illinois home rule municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such Village President he signed and delivered said instrument pursuant to authority duly given to him/her by said Village of Lincolnwood.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ILLINOIS            )  
  ) ss:  
COUNTY OF COOK            )

The undersigned, a Notary Public, in and for the County and State aforesaid, does hereby certify, that Timothy C. Wiberg, personally known to me to be the Village Manager of the Village of Lincolnwood, an Illinois home rule municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged under oath that as such Village Manager he signed and delivered said instrument pursuant to authority duly given to him/her by said Village of Lincolnwood.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF ILLINOIS    )  
                                  ) ss:  
COUNTY OF COOK     )

The undersigned, a Notary Public, in and for the State aforesaid, does hereby certify, that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of **GROSSPROPS ASSOCIATES, LLC**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledges under oath that as such \_\_\_\_\_ he signed and delivered said instrument pursuant to authority duly given to him/her by said company.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE LAND**

The South 190 Feet (except the West 190 feet thereof) of the West quarter of the South half of the South West quarter of the South West quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, (except the South 40 feet taken or used for street purposes) in Cook County, Illinois.

Commonly known as: The Northwest corner of Touhy and Keating Avenues, Lincolnwood, Illinois

PIN Number 10-27-307-020

**LEASE BETWEEN THE VILLAGE OF  
LINCOLNWOOD, ILLINOIS AND GROSSPROPS ASSOCIATES, LLC**

This agreement ("**Agreement**" or "**Lease**") is entered into as of this 15<sup>th</sup> day of September, 2005 by and between the Village of Lincolnwood, a municipal corporation existing by and under the laws of the State of Illinois, referred to as "**Village**", or "**Landlord**" and Grossprops Associates, LLC, referred to as "**Tenant**" or "**Grossprops**" (collectively, the "**Parties**").

WHEREAS, Landlord owns the following described property located at Touhy Avenue and Keating Avenue which is currently used as a municipal parking lot ("**Municipal Lot**").

The South 190 feet (except the West 190 feet thereof) of the West quarter of the South half of the South West quarter of the South West quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, (except the south 40 feet taken or used for street purposes) in Cook County, Illinois;

and

WHEREAS, Village desires to lease an approximately 15,000 square foot portion of the Municipal Lot to Tenant ("**Tenant Premises**" which portion of the Municipal Lot is legally described in **Exhibit "A"** attached hereto and made a part hereof, and shown as cross-hatched on the plan or drawing showing the Tenant Premises and the Landlord Property attached hereto as **Exhibit "B"** and made a part hereof); and

WHEREAS, Grossprops desires to lease the Tenant Premises for the surface storage of Tenant's new and newer vehicles, which are for-sale at Toyota (defined below), and for a Toyota identity sign as may be approved by the Village Board of Trustees ("**Village Board**"); and

WHEREAS, Landlord desires to retain an approximately 6000 square foot portion of Municipal Lot along Keating Avenue for public use ("**Landlord Property**" which portion of the Municipal Lot is legally described in **Exhibit "C"** attached hereto and made a part hereof); and

WHEREAS, Tenant is developing a new Toyota automobile dealership ("**Toyota**") on the property located at 7225 Cicero Avenue ("**7225 Property**"), which adjoins the Municipal Lot; and

WHEREAS, Tenant will use the Tenant Premises in conjunction with its operations at Toyota; and

WHEREAS, Tenant will cause improvements to be made to the Tenant Premises and the Landlord Property; and

WHEREAS, the Village will grant Tenant a yearly deduction from the amount of rent paid as an incentive to Tenant for making the aforesaid improvements, and

WHEREAS, Equilon Enterprises ("**Shell**") entered into an agreement with the Village dated September 1, 2004 ("**Shell Agreement**"), to remediate, at its expense, environmental contamination located on a portion of the Municipal Lot including the Tenant Premises; and

WHEREAS, the remediation work is now complete; and

WHEREAS, the Village is entering into this Agreement pursuant to its home rule authority under Article VII, Section 6(a) of the Illinois Constitution.

Now therefore, Landlord and Tenant agree that for and in consideration of the mutual performance of the conditions, as well as for prompt payment of rental fees as specified in this Agreement:

**1.0 Recitals.** The Recitals set forth above are an integral part of this Agreement and are hereby incorporated into and made a part of this Agreement by this reference.

**2.0 Lease of Tenant Premises.** The Landlord agrees to lease to Tenant the Tenant Premises upon the following terms and conditions.

**3.0 Term of Lease.** The term of this Lease shall commence on Sept. 15, 2005 ("**Commencement Date**"), and end at midnight April 30, 2012 ("**Term**"). The Parties will execute a certificate memorializing the Commencement Date. Nothing herein shall be construed to provide Tenant with an option to renew this Lease.

**4.0 Rent and Security Deposit.** The annual net rent shall be forty-five thousand dollars (\$45,000.00) per year ("**Rent**") which Rent includes a five thousand dollar (\$5000.00) annual Rent Deduction (defined below) as an incentive to Tenant. The Rent shall be payable to Landlord in equal monthly installments of three thousand seven hundred fifty dollars (\$3,750.00) payable on the first of each month. Tenant shall provide a security deposit of the equivalent of two months rent or seven thousand five hundred dollars (\$7,500.00).

**5.0 Condition of Municipal Lot; As Is Condition.** The Municipal Lot is currently being used as a public parking lot. Tenant agrees to accept the Tenant Premises in an "As Is" physical condition.

**6.0 Use of Tenant Premises.** The Tenant premises shall be used by Tenant solely for the surface storage of new/newer vehicles, (which are for-sale at Toyota) and for an identity sign as may be approved by the Village Board. Newer used vehicles must be in a condition ready for retail sale, with no needed repairs evident. Tenant shall not store damaged or inoperable vehicles on the Tenant Premises. For purposes of the Lease, the term "surface storage" shall mean a prohibition on the use of ramps, blocks or racks used to raise the height of cars for display purposes. The Tenant Premises shall be used for the stated uses only, and for no other purpose. Notwithstanding the foregoing, Tenant may use and occupy the portion of the Municipal Lot corresponding generally to the Tenant Premises for Tenant employee parking, and no other purpose, after the Commencement Date herein until the completion of the Improvements ("**Construction Period**").

**7.0 Tenant's Use of Keating Avenue and Landlord's Property.** Neither Tenant's employees' vehicles, nor any of Tenant's vehicle inventory shall be parked on Keating Avenue or on the Landlord Property. During the Construction Period Tenant shall not permit, and shall prohibit, Tenant employee parking on the easternmost row of parking spaces in the Municipal Lot, the area corresponding generally to the Landlord Property, at any time.

**8.0 Zoning and Code Relief.** Tenant shall obtain all necessary zoning and code relief from the Village, including but not limited to a Special Use for the Tenant Premises for an automobile dealership including outdoor storage and display ("**Special Use**"), and approval as may be necessary, of any signage, prior to occupying or using the Tenant Premises. Tenant's use, occupancy, and improvements to the Tenant Premises are entirely subject to the Village Board's approval of the Special Use and Tenant's compliance with all other Village codes, ordinances and approvals. The Tenant Premises shall be subject to any zoning or sign conditions that may be imposed by the Village Board as part of any approval. Tenant shall obtain a certificate of occupancy from the Village prior to occupying the Tenant Premises.

**9.0 Site Plan and Site Plan Review.** Tenant shall submit a specific site plan ("**Site Plan**") for the Tenant Premises which shall be subject to Village Board approval as part of the Special Use approval process. The Site Plan shall indicate all planned improvements to the Tenant Premises and the maximum number of vehicles to be stored thereon. A preliminary version of the Site Plan designated as Sheet A101, prepared by Becker Architects, 595 Elm Place, Suite 225, Highland Park, Illinois 60035 ("**Architectural Site Plan**") is attached hereto as **Exhibit "D"** and made a part hereof. The Architectural Site Plan shall be superseded by the Site Plan following Village Board approval thereof.

**10.0 Improvements.** Tenant agrees to improve the Tenant Premises and the Landlord Property.

**10.1 Improvements.** Tenant shall improve the Tenant Premises with landscaping, curb and pavement reconstruction, and a perimeter wrought iron style fence, similar in attributes to that located along Grossinger's property on the Northeast Parkway and which is reasonably acceptable to Landlord. Tenant shall also construct improvements to the Landlord Property concurrently with the construction of the improvements to the Tenant Premises (the improvements to the Tenant Premises and the Landlord Property are, collectively, the "**Improvements**"). Tenant and Landlord shall reasonably cooperate in the development of the plans for the improvement of Landlord Property. To effectuate this provision, Landlord shall provide Tenant with specific engineering and landscaping plans and specifications for the required improvements to the Landlord Property. The Improvements shall be completed according to those improvement plans and acceptance of the Improvements by the Village Engineer. ("**Improvement Plans**" set forth in **Group Exhibit "E"** attached hereto and made a part hereof). Tenant and Landlord shall enter into a construction license agreement for the construction of that portion of the Improvements to be constructed on the Landlord Property.

- 10.2 Landlord's Consent Required for Further Improvements.** Any additional improvements not required by this Lease, nor required by the Special Use permit, shall require Landlord's prior written consent and approval.
- 10.3 Improvements to Become Landlord's Property.** All permanent improvements made to the Tenant Premises, excluding signage which shall be removed as required herein, shall immediately become the property of the Landlord and shall remain the property of the Landlord upon expiration, termination or Tenant's cancellation of this Agreement.
- 10.4 Cost of Improvements.** Development and construction of the Improvements shall be paid for by Tenant at its sole cost and expense.
- 10.5 Rent Deduction for Improvements.** As a concession to Tenant, a \$5000.00/year deduction in the annual rental amount over the Term ("**Rent Deduction**"), has been made to the Rent for the Tenant's costs of constructing the Improvements.
- 10.6 Improvements Budget.** The Improvements Budget ("**Improvements Budget**") identifying the estimated cost for the Improvements to be undertaken by Tenant pursuant to this Lease is attached hereto as **Exhibit "F"** and made a part hereof.

**11.0 Development and Operation of Toyota is Condition Precedent.** The Lease is contingent on Grossprops operating Toyota on the 7225 Property during the Term. Grossprops' failure to operate Toyota as required shall result in termination of the Lease.

**12.0 Applicability of Village Codes and Ordinances.** The Tenant Premises shall be subject to any Village zoning, code, sign, landscaping or parkway landscaping conditions that may exist or be imposed by the Village Board as part of any approval.

**13.0 Time of Construction of Improvements.** Construction of the Improvements shall commence within one hundred eighty 180 days of the Commencement Date and shall be completed within one year of the Commencement Date. In the event that Tenant does not use the Tenant Premises for the intended use or fails to develop the Tenant Premises and/or the Landlord Property as required herein within the time allowed, the Landlord has the right to terminate this Lease in accordance with Article 16 herein. All payments made in conjunction with this Lease, development and construction shall be deemed nonrefundable.

**14.0 Prohibition of Liens.** Tenant shall never, under any circumstances, have the power to subject the interest of the Landlord, the Tenant Premises and the Landlord Property to any mechanics, construction or materialman's liens or lien of any kind.

**15.0 Maintenance and Inspection.**

- 15.1 Tenant's Obligations.** Tenant shall maintain the Tenant Premises including the adjoining landscaping on the Landlord Property in first class condition in a manner which meets or exceeds Village codes at all times at its sole cost and expense. Tenant shall not cause stormwater, ice or snow to accrete or run on to

the Landlord Property nor to create any nuisance affecting the Landlord Property or the adjoining public right-of-way.

**15.2 Landlord's Obligations.** Once installed by Tenant and accepted by Landlord, Landlord shall maintain the parkway parking spaces on the Landlord Property at its sole cost and expense.

**15.3 Inspections.** Tenant agrees to permit Landlord and any authorized representatives of Landlord, to enter the Tenant Premises at all reasonable times on reasonable advance notice, except in the case of emergency, for the purpose of inspecting the same. Any such inspections shall be solely for Landlord's purposes and may not be relied upon by Tenant or any other person.

## **16.0 Termination.**

**16.1 For Cause.** Landlord may terminate this Agreement for any breach in the performance of any of the terms, covenants or conditions of this Agreement and the failure of the Tenant to remedy, or to undertake to remedy, the breach to the Landlord's satisfaction for a period of thirty (30) days after receipt of notice from the Landlord. This provision is cumulative with all other remedies available to the Landlord as provided by law.

**16.2 "Go Dark".** Landlord may terminate this Agreement if Tenant fails to operate Toyota by failing to offer for sale Toyota brand automobiles from Toyota for a period of fourteen (14) days within any thirty (30) day period during the Term commencing with the first day that Tenant fails to operate Toyota.

**16.3 Rent Deduction.** In the event the Lease is terminated, the Rent Deduction shall also terminate, and the Tenant Premises shall revert back to the Village. In such event, Tenant shall not recoup any remaining Rent Deductions from the Village for Improvements.

**16.4 Removal of Signage.** Tenant shall remove any signage and any sign base or footing installed on the Tenant Premises upon termination of the Lease, at its sole cost and expense and Tenant shall restore the ground surface to that which is compatible with the immediately surrounding surface. This provision shall also apply in the event that this Lease is canceled pursuant to Article 17.0 or if the Term expires as provided in Article 18.0.

**16.5 Failure to Obtain Village Approvals.** Tenant may terminate the Lease if it fails to obtain the necessary Village approvals as set forth in Article 8.0. In such event, Tenant shall immediately relinquish the Tenant Premises. Tenant's obligation under Article 22 shall survive the termination of the Lease pursuant to this Article 16.5.

**17.0 Cancellation.** Tenant may cancel this Lease for any reason at the end of any calendar month, provided at least one hundred and eighty (180) days written notice of the cancellation is given to Landlord. In such event, Tenant shall not recoup any remaining

Rent Deductions from the Village for Improvements. Landlord shall have no further obligations to Tenant.

**18.0 Expiration of the Term.** In the event Tenant shall hold over the Tenant Premises after expiration of this Lease such holding over shall be considered to be a tenancy at will from month to month only, at a monthly rent of 150% of the then amount of rent.

**19.0 No Assignment, Sublet, Transfer or Encumbrance.**

**19.1 Assignment.** Tenant may only assign this Lease or any of its rights or obligations under this Lease, to a "Permitted Grossprops Transferee (as hereinafter defined)" and no other entity, after first obtaining the prior written consent of the Village. A "**Permitted Grossprops Transferee**" shall mean a wholly-owned subsidiary of Grossprops, a parent corporation of Grossinger, a limited liability company, general or limited partnership or corporation that is owned and controlled by one or more Grossinger family members. If Grossprops intends to assign this Agreement or its rights and obligations hereunder to a Permitted Grossprops Transferee, Grossprops shall promptly give notice of such fact to the Village and shall seek the Village's consent to do so which shall not be unreasonably withheld. Grossprops' failure to give such notice shall negate the effectiveness of such assignment and shall constitute a default under this Agreement. In the event of such assignment, the assignor shall be relieved of all obligations arising hereunder from and after the date of such assignment provided the Permitted Grossprops Transferee executes and delivers to the Village, in a form reasonably acceptable to the Village Attorney, an instrument in which such Permitted Grossprops Transferee fully assumes such obligations.

**19.2 Operation of Law.** Tenant shall not allow or permit any transfer of this Lease, or any interest hereunder, by operation of law, or convey, mortgage, pledge or encumber this Lease or any interest hereunder.

**19.3 No Sublet.** Tenant shall not sublet any part of the Tenant Premises.

**20.0 Village Professional Expenses.** Tenant shall reimburse the Village for all reasonable professional, legal, consulting and engineering fees incurred by the Village in preparing this Lease and related documents ("**Professional Expenses**"). The Professional Expenses shall be paid to the Village upon Tenant's execution of this Lease.

**21.0 "Triple Net Lease".** This Lease shall be deemed and construed to be a "triple net lease" and Tenant agrees to pay all costs and expenses of every kind and nature whatsoever, ordinary and extraordinary, arising out of or in connection with the use and occupancy of the Tenant Premises during the Term of this Lease, which, except for the execution and delivery hereof, would otherwise have been payable by Landlord including but not limited to: i) utilities including but not limited to electricity, water, sewage, garbage and trash collection, if any, associated with use of the Tenant Premises; ii) all taxes associated with the Tenant Premises and this Lease; iii) all insurance expenses associated with the Tenant Premises; iii) maintenance, repair and replacement of the Tenant Premises.

**22.0 Litter.** Tenant will, at its sole cost and expense, keep and maintain the Tenant Premises in a clean and orderly manner free from litter, trash, and debris at all times.

**23.0 Insurance and Indemnification.**

**23.1 Tenant Premises Insurance.** Tenant will maintain, in full force and effect, during the Term, insurance policies for the Tenant Premises written on an incurred loss basis, being of the kind and with the limits designated below. Tenant shall name the Village as an additional insured under such policies and furnish to the Village copies of all insurance policies evidencing coverage as stated above issued by an insurance company authorized to do business under the laws of the State of Illinois, accepted by the Village and carrying a Best rating of A+ or higher. Such policies shall provide that no cancellation or modification of the policies shall occur without at least thirty (30) calendar days prior written notice given to the Village. Any notices of the cancellation or modification of policies shall be given in accordance with this paragraph.

- a. Comprehensive General Liability Insurance: Comprehensive general liability insurance for property and bodily injury with a minimum \$2,000,000 limit and showing the Village as an additional insured. There shall be no additional charge for said insurance to the Village.
- b. Excess Liability/Umbrella Policy: An Umbrella Insurance Policy in an amount not less than \$5,000,000.

All insurance companies issuing policies required herein, shall certify to the Village that such policies have been issued and are in force and will remain not materially changed, canceled or annulled except upon thirty (30) days' prior written notice to the other party. If the policy is written on a claims made basis, then Tenant shall purchase such additional insurance as may be necessary to provide specified coverage to the Village for a period not less than five (5) years from the date of acceptance by the Corporate Authorities. Certificates of insurance are attached hereto and made a part of the Agreement as **Group Exhibit "G"**.

**23.2 Landlord Property Insurance.** Tenant will maintain, in full force and effect, from the commencement of the Term until the completion of the Improvements on the Landlord Property and acceptance thereof by the Village Board ("**Construction Period**"), insurance policies for the Landlord Property in the manner, and on the same terms as set forth in Article 23.1 herein. In addition, Tenant shall provide the following additional insurance coverage for the Construction Period.

- a. Comprehensive Automobile Liability Insurance: Comprehensive Automobile Liability Insurance including employer's non-ownership and hired car coverage, protecting against automobile claims whether on or off the Village's premises with bodily injury limits of not less than \$1,000,000 per person and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000 per occurrence.

- b. Worker's Compensation Insurance: Worker's compensation insurance with statutory limits of liability.

**23.3 Indemnification.** Tenant agrees to pay, indemnify and save the Landlord harmless from any and all damages, loss or liability occurring by reason of any injury of any person or property occasioned by an act or omission, neglect, or wrongdoing of the Tenant or any of its officers, agents, representatives, guests, employees, invitees, or persons contracting with Tenant, and Tenant will, at its own cost and expense, defend and protect the Landlord against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the occupancy or use of the Tenant Premises by the Tenant or the construction of the Improvements.

Tenant shall be solely responsible for securing at its own expense, whatever insurance coverage it may desire on the contents of and the Tenant Premises.

**24.0 Return of Premises on Expiration or Termination.** At the end of the Term, Tenant shall quit and deliver the Tenant Premises to Landlord in as good condition as they were after the completion of the Improvements required herein, ordinary wear, decay and damage by the elements excepted; provided, however, that any sign erected or posted by Tenant shall be removed at Tenant's sole cost and expense no later than fifteen (15) days after the expiration, termination or cancellation of the Lease as provided for in Article 16.4 hereof.

**25.0 Condemnation.**

**25.1 Taking: Lease to Terminate.** If a portion of the Tenant Premises shall be lawfully taken or condemned for any public or quasi-public use or purpose, or conveyed under threat of such condemnation and as a result thereof Tenant determines that the Tenant Premises cannot be used for the same purpose and with the same utility as before such taking or conveyance, either Party shall have the right to terminate the Lease. The Term of this Lease shall end upon, and not before, the date of the taking of possession by the condemning authority, and without apportionment of the award. Tenant hereby assigns to Landlord, Tenant's interest in such award, if any. Current Rent shall be apportioned as of the date of such termination.

If the grade of any street or alley adjacent to the Tenant Premises is changed by any competent authority and such taking or change of grade makes it necessary or desirable to demolish, substantially remodel, or restore the Tenant Premises, either Party shall have the right to cancel this Lease upon not less than thirty (30) days= prior notice to the date of cancellation designated in the notice.

**25.2 Taking: Lease to Continue.** In the event that Tenant elects not to terminate the Lease under Article 25.1, then the Rent will be prorated based upon the amount of land area remaining in the Tenant Premises. In the event of a taking of land only which does not in any way affect Tenant's use, occupancy or enjoyment of the Tenant Premises, this Lease shall not terminate and Landlord shall not be

obligated to repair or restore the Tenant Premises nor shall there be any reduction in Rent.

**25.3 Tenant's Claim.** Tenant shall have the right to pursue a claim against the condemning authority (hereinafter referred to as the "**Tenant's Claim**") that shall be independent of and wholly separate from any action, suit or proceeding relating to any award to Landlord for Leasehold damages suffered by Tenant as a result of the condemnation action.

## **26.0 Environmental Remediation.**

**26.1 Tier One Remediation by Shell.** Shell has performed environmental remediation ("**Environmental Remediation**") on the Tenant Premises to meet Tier 1 Soil Remediation Objectives prior to the Commencement Date herein pursuant to the Shell Agreement. Tenant acknowledges receipt of a copy of the Shell Agreement.

**26.2 NFR Letter.** The Shell Agreement provides that the Village will receive a No Further Remediation letter ("**NFR Letter**") from Shell when Shell receives it from the appropriate government agency following Shell's Environmental Remediation. Once the Village receives the NFR Letter it shall provide Tenant with a copy of the NFR Letter.

**26.3 No Liability for Remediation Costs.** Tenant shall not be liable for remediation costs for contamination located on the Tenant Premises prior to Tenant's occupancy of the Tenant Premises.

**26.4 Shell Indemnification of Tenant.** The Shell Agreement provides that Shell's indemnification of the Village for any claims arising out of the Environmental Remediation performed pursuant to the Shell Agreement shall also be provided to the Village's Municipal Lot Tenants.

**26.5 As Is Condition.** Tenant agrees to accept the Tenant Premises in "As Is" condition irrespective of whether the Environmental Remediation was completed prior to the Commencement Date.

## **27.0 Tenant's Warranties and Representations.**

**27.1 Corporate Standing.** Tenant represents and warrants that it is a limited liability company which is duly organized, validly existing and in good standing under the laws of the State of Illinois with power and authority to conduct its business as currently conducted and as contemplated by the Agreement.

**27.2 Corporate Authority.** All necessary corporate, regulatory, or other similar action has been taken to authorize and empower Tenant to execute, deliver and perform this Agreement.

**27.3 Compliance with Applicable Laws.** Tenant agrees to comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be

in effect during the Term. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate Commerce Commission regulations, federal and state Department of Transportation regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act including its requirement that all eligible bidders to a public contract and all parties to a public contract have a sexual harassment policy that conforms to the requirements of 775 ILCS 5/2-105, EEOC statutory provisions, rules and regulations, and all Village codes and regulations regarding the use of property, maintenance, and landscaping.

- 27.4 No Untrue Statements of Material Fact.** No information, document, certificate of an officer, statement furnished in writing, or report delivered to the Village by Tenant to the knowledge of Tenant, contains any untrue statement of a material fact or omits a material fact necessary to make the information, certificate, statement, or report not misleading.
- 27.5 No Litigation Pending.** No proceeding of any kind, including, but not limited to, litigation, arbitration, judicial or administrative, is pending or threatened against or contemplated by Tenant which would under any circumstance have any material adverse effect on the execution, delivery, performance or enforceability of this Agreement.
- 27.6 No Bid Rigging or Bid Rotating.** Tenant certifies that it is not barred from contracting with a unit of local government as a result of a violation of either the Illinois law prohibiting bid rigging or bid rotating and has so certified by completing the appropriate attestation which is included as **Exhibit "H"** to this Agreement.
- 27.7 Binding Obligation.** This Agreement constitutes a valid, legal and binding obligation of the Tenant, and to the extent permissible by law is enforceable against it in bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally and to general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law.

## **28.0 Village's Representations and Warranties.**

- 28.1 Compliance With the Law.** The Village is and has been in compliance with all applicable federal, state, local, or other governmental laws or ordinances, foreign or domestic (including, but not limited to, the Illinois Municipal Code, the Village of Lincolnwood Code of Ordinances, Prevailing Wage Act, and all laws affecting Civil Rights including the Illinois Human Rights Act requirement regarding sexual harassment policies), and any order, rule or regulation of any federal, state, local or other governmental agency or body, foreign, or domestic.

**28.2 Good Standing.** The Village represents and warrants that it is a body politic and corporate which is an Illinois municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois with power and authority to conduct its business as currently conducted and as contemplated by this Agreement.

**28.3 Corporate Authority.** All necessary corporate, regulatory, or other similar action has been taken to authorize and empower the Village to execute, deliver and perform this Agreement.

**29.0 Notice.** All notices, requests, demands or other communications under this agreement shall be in writing, and shall be deemed to have been duly given if delivered in person, or within seven (7) days after deposit in the United States Mail, postage prepaid, certified with return receipt requested or otherwise actually delivered:

to Landlord at:

Gerald C. Turry  
Village President  
Lincolnwood Village Hall  
6900 Lincoln Avenue  
Lincolnwood, Illinois 60712

with a required copy to:

Timothy C. Wiberg  
Village Administrator  
Lincolnwood Village Hall  
6900 Lincoln Avenue  
Lincolnwood, Illinois, 60712

and

Johnson and Colmar  
300 South Wacker Drive  
Suite 1000  
Chicago, Illinois 60606  
Attn: Joan S. Cherry, Esq.

to Tenant at:

Ms. Caroline Grossinger  
Grossprops Associates, LLC  
6900 McCormick Boulevard  
Lincolnwood, Illinois 60712

and

Shefsky and Froelich Ltd.  
111 E. Wacker Drive  
Suite 2800  
Chicago, Illinois 60601  
Attn: Kathryn Kovitz Arnold, Esq.

**30.0 Relationship.** It is understood and agreed that the relationship between the Tenant and the Landlord is that of tenant and landlord only.

**31.0 Exercise of Remedies.**

**31.1 Cumulative Remedies.** No remedy contained herein or otherwise conferred upon or reserved to Landlord, shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein.

**31.2 No Waiver.** No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of Rent or other sums payable hereunder after the termination by Landlord of this Lease or of Tenant's right to possession hereunder shall not, in the absence of agreement in writing to the contrary by Landlord, be deemed to restore this Lease or Tenant's right to possession hereunder, as the case may be, but shall be construed as a payment on account and not in satisfaction of damages due from Tenant to Landlord. Receipt of Rent by Landlord, with knowledge of any breach of this Lease by Tenant or of any default by Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provision of this Lease.

**32.0 Agreement.** This Agreement, including attachments constitutes the entire agreement between the Landlord and the Tenant and shall be governed by and interpreted in accordance with the laws of the State of Illinois. No change will be valid, unless made by supplemental written agreement, executed and approved by the Parties.

**33.0 Recordation and Tax Division.** The Lease or a Memorandum of Lease shall be recorded against the Tenant Premises. Within thirty (30) days after the Effective Date, or as soon as the County of Cook shall permit, Tenant shall pursue a tax division ("**Tax Division Petition**") of the Municipal Lot with the appropriate governmental authorities for the Tenant Premises and shall obtain a new Property Identification Number for the Tenant Premises leasehold and the Landlord Property. At all times after the Commencement Date, Tenant shall pay any and all real estate taxes assessed and due and payable based upon the legal description of Tenant Premises. The Parties shall cooperate in the preparation of and filing of the Tax Division Petition with the Cook County Assessor's Office and in the preparation and

filing of an exemption petition or affidavit of continued exemption from real estate taxes of the Landlord Property with the appropriate governmental agencies.

**34.0 Release of Landlord.** The term "Landlord", as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of title to the Tenant Premises, and in the event of any transfer or transfers of the title, Landlord herein named (and in the case of any subsequent transfers or conveyances, the then grantor) shall be freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed to the extent the subsequent transferee assumes the duties, obligations and liabilities of Landlord which arise on and after such transfer or conveyance; provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee.

**35.0 No Commissions.** Landlord and Tenant acknowledge and agree that they have not dealt with or retained any real estate brokers in connection with the leasing of the Tenant Premises.

**36.0 Time is of the Essence.** Time is of the essence of this Agreement.

**37.0 Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Illinois (excluding its conflicts of law rules) and any dispute arising as to the interpretation of this Agreement shall be heard in a court of competent jurisdiction sitting in Cook County, Illinois, and in no other court.

**38.0 Costs of Enforcement.** In the event either Party files suit to enforce any of the terms of the Lease, the prevailing party shall be entitled to receive all court costs and reasonable attorneys' fees from the non-prevailing party.

**39.0 Severability.** Should any section or any part of any section of this agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other section or any part of any section in the agreement.

**40.0 Headings.** The section headings are inserted in this agreement for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provisions of the Agreement.

**41.0 Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be a fully binding and enforceable agreement against the Party signing such counterpart, but all such counterparts together shall constitute but one agreement.



Tenant:

Grossprops Associates, LLC

By:

Caroline Grossinger

Title:

Date: Oct. 10, 2005

STATE OF ILLINOIS

)

) SS.

COUNTY OF COOK

)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Caroline Grossinger, Manager of Grossprops Associates, LLC, an Illinois limited liability company, who is personally known to me to be the Manager of said limited liability company, appeared before me this day in person and acknowledged that she signed and delivered the foregoing Lease Agreement as her own free and voluntary act and as the free and voluntary act of said limited liability company for the purposes therein set forth.

Given under my hand and official seal this 10th day of October, 2005.

[Signature]  
Notary Public



**EXHIBIT A  
LEGAL DESCRIPTION OF TENANT PREMISES**

PARCEL 1

THE SOUTH 190 FEET (EXCEPT THE WEST 190 FEET THEREOF)(ALSO EXCEPT THE EAST 40 FEET THEREOF) OF THE WEST QUARTER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 40 FEET TAKEN OR USED FOR STREET PURPOSES) IN COOK COUNTY , ILLINOIS.

**EXHIBIT A**

**GEWALT HAMILTON**  
ASSOCIATES, INC.

CONSULTING ENGINEERS & SURVEYORS

850 Forest Edge Drive Vernon Hills, IL 60061 Tel. 847.478.9700 Fax 847.478.9701

FILE: 9232-073pl1.dwg

DRAWN BY: TJZ

GHA PROJECT #

DATE 2-28-05

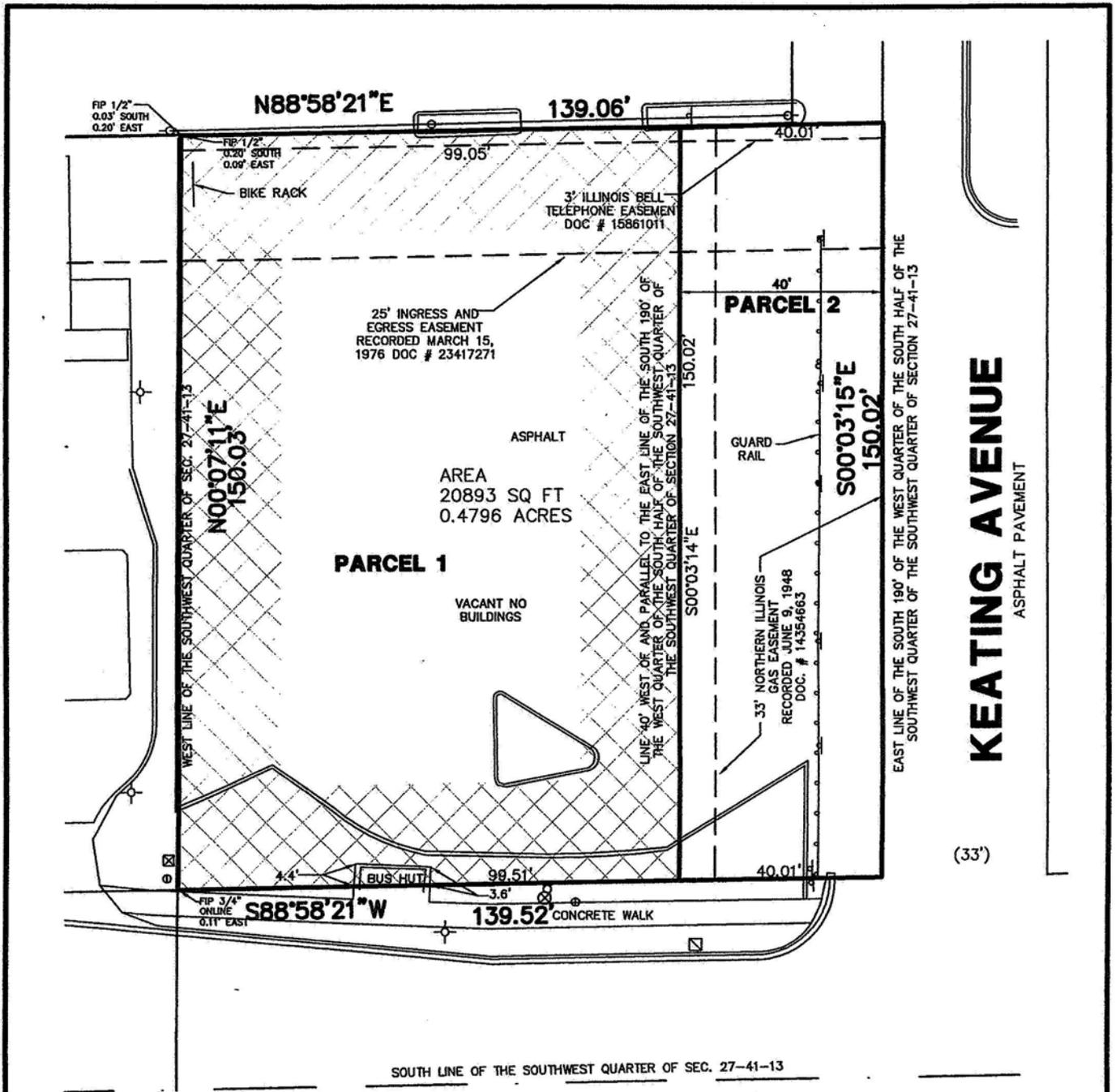
9232.073

CHECKED BY:

SCALE: 1"=30'

**TOUHY & KEATING**  
**PARKING LOT**  
**VILLAGE OF LINCOLNWOOD**

**EXHIBIT B**  
**PLAN SHOWING TENANT PREMISES AND LANDLORD PROPERTY**



**TOUHY AVENUE**  
ASPHALT PAVEMENT

**EXHIBIT B**

**GEWALT HAMILTON**  
ASSOCIATES, INC.

CONSULTING ENGINEERS & SURVEYORS

850 Forest Edge Drive Vernon Hills, IL 60061 Tel. 847.478.9700 Fax 847.478.9701

FILE: 9232-073pl1.dwg

DRAWN BY: TJZ

GHA PROJECT #

DATE: 2-28-05

9232.073

CHECKED BY:

SCALE 1"=30'

**TOUHY & KEATING**  
**PARKING LOT**  
**VILLAGE OF LINCOLNWOOD**

**EXHIBIT C**  
**LEGAL DESCRIPTION OF LANDLORD PROPERTY**

PARCEL 2

THE EAST 40 FEET OF THE SOUTH 190 FEET (EXCEPT THE WEST 190 FEET THEREOF) OF THE WEST QUARTER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 40 FEET TAKEN OR USED FOR STREET PURPOSES) IN COOK COUNTY , ILLINOIS.

FILE: 9232-073pl1.dwg

DRAWN BY: TJZ

GHA PROJECT #

DATE 2-28-05

9232.073

CHECKED BY:

SCALE: 1"=30'

**EXHIBIT C**

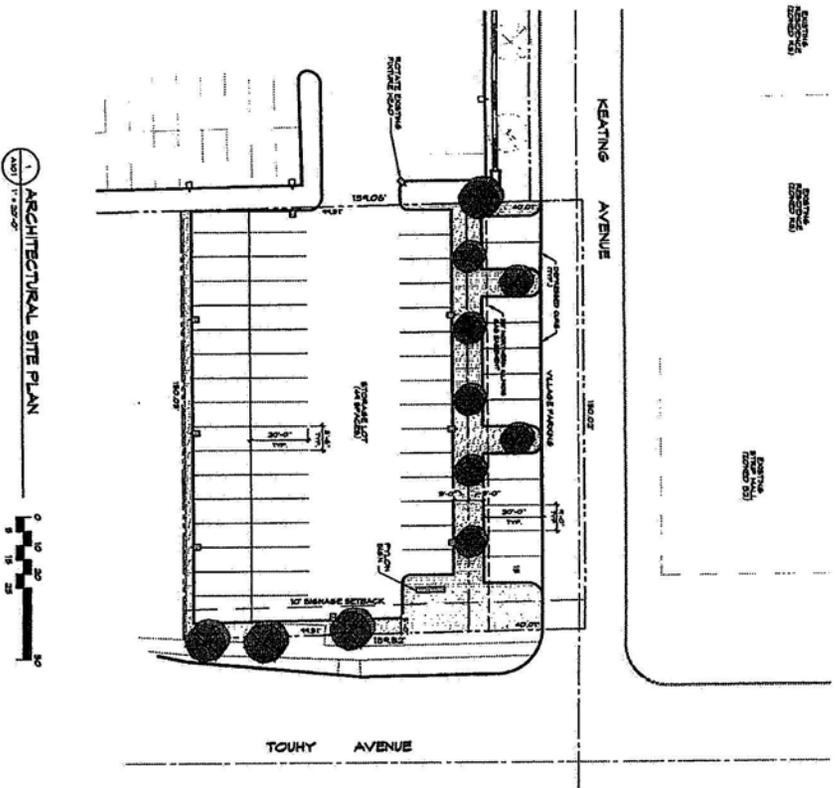
**GEWALT HAMILTON**  
ASSOCIATES, INC.

CONSULTING ENGINEERS & SURVEYORS

850 Forest Edge Drive Vernon Hills, IL 60061 Tel. 847.478.9700 Fax 847.478.9701

**TOUHY & KEATING**  
**PARKING LOT**  
**VILLAGE OF LINCOLNWOOD**

**EXHIBIT D  
ARCHITECTURAL SITE PLAN**



1 ARCHITECTURAL SITE PLAN



**Grossinger**  
**TOYOTA**  
 DEALERSHIP  
 THE GROSSINGER AUTOPLEX  
 AT 7225 NORTH CICERO AVENUE  
 LINCOLNWOOD ILLINOIS



**FINANCIAL SERVICES UNIT**  
 TOYOTA FINANCIAL SERVICES  
 1715 WEST 10TH STREET  
 LINCOLNWOOD, ILLINOIS 60466  
 (708) 441-1000

**ALTERNATIVE OPTIONS FOR**  
**GROSSINGER**  
**TOYOTA**  
 7225 N. CICERO  
 LINCOLNWOOD, IL

**SITE PLAN**

**ARCHITECT'S SEAL**

DATE: 01/11/2008  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO: A101

# Request For Board Action

**REFERRED TO BOARD:** April 18, 2017

**AGENDA ITEM NO:** 10

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of a Recommendation by the Plan Commission in Case #PC-02-17 to Approve Special Uses, Special Sign, and Certain Variations from the Zoning Code to Permit a New Restaurant and Off-Street Parking Area at 6755 North Cicero Avenue

## **SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Phil Stefani, of Stefani Restaurant Group, property owner of 6755 North Cicero Avenue, seeks Special Use approvals, Special Sign approval, and Zoning Variations to redevelop the former Kow Kow Restaurant property with a new 5,425-square-foot Stefani's Osteria & Bar and off-street parking area. The Petitioner seeks to demolish the front two-thirds of the existing building, retaining the eastern one-third, where all the utility connections are maintained, as well as the partial basement and the existing building foundation. Access to the property will be from two existing curb cuts, one each on Pratt and Cicero Avenues, with one other existing Cicero Avenue curb cut closest to the Pratt Avenue intersection proposed to be removed. The general layout of the existing off-street parking area will remain unchanged, but improved through the removal of one Cicero Avenue curb cut and landscape improvements. Redevelopment of this site is subject to compliance with the Zoning Code. The Petitioner proposes an eight-foot masonry screening wall along the east property line to serve as screening between the property and the residential properties to the east.

The property is within the B-2 General Business District. The property formerly housed the Kow Kow restaurant from 1989-2015, and Trattoria Gallo for approximately 40 years prior to Kow Kow. The property is approximately 31,817-square feet in area and is a corner lot with frontage on West Pratt Avenue (Front Yard) and North Cicero Avenue (Corner Side Yard).

As is evident by the amount and degree of Zoning relief requested, the re-introduction of a restaurant use on a site with a building developed decades ago is not necessarily conducive to meeting all of the Village's Codes and requirements. However, if a restaurant were to have re-used the existing building as is, with nothing other than required maintenance performed, the Village would likely not have had the opportunity to realize the improvements that are being made on the site. The current proposal represents a significant improvement on this site, but in many ways it will not, and likely could not, meet all of the Village's Code requirements and remain feasible for restaurant redevelopment. Staff has focused with Stefani's designers on screening and the introduction of landscaping while minimizing the parking Variations, but still providing a building design that vastly improves the previous restaurant building. Unfortunately, the existing building location, curb cuts and parking lot dimensional requirements are such that there is very little opportunity to acquire additional space for perimeter landscape screening or interior parking lot islands without sacrificing parking spaces. Staff understands that this is an ongoing dilemma that presents itself regularly due to the smaller commercial lots that dominate the Village.

### Requested Zoning Action

The new restaurant is located generally in the same footprint as the existing building, with the bulk of the off-street parking area north of the building and a double-loaded row of parking to the south, with the main building entry and drop-off facing west. The owner seeks Special Uses that would be anticipated with any redevelopment of this site as a restaurant. The remainder of the zoning relief can be divided into four categories: 1) Transition Yard and Parking Variations; 2) Landscaping Variations; 3) Special Sign and Signage Variations; and 4) Building Materials. Below is a full list of all requested Zoning relief and the pertinent Village Code sections:

1. **Special Use** required for any restaurant over 5,000-square feet in the B-2 Zoning District (Village Code Chapter 15, Section 3.04 and Table 4.01.1). A 5,425-square foot-restaurant is proposed;
2. **Special Use** required to permit parking in the Front Yard Setback (Pratt Avenue) and the Corner Side Yard Setback (Cicero Avenue) (Village Code Chapter 15, Section 7.06(5));
3. **Special Use** to allow a business within 150 feet of a residentially-zoned property to operate after 11:00 p.m. on any day (Village Code Chapter 15, Section 4.07(15)). Proposal is to operate until 1:00 a.m. Sunday through Thursday and 2:00 a.m. on Friday and Saturday nights.
4. **Variation** for reduced Transition Yard across East Property Line (Village Code Chapter 15, Section 4.07(3)(a)). Proposal is to reduce from the required thirty feet to as close as ten feet at the rear walk-in cooler;
5. **Variation** to reduce the requirement for a minimum ten-foot landscape buffer along the South Property Line (Village Code Chapter 15, Section 4.07(3)). Proposal is to reduce the buffer to five feet;
6. **Variation** from off-Street parking requirements to reduce requirement from 55 spaces to 51 provided (Village Code Chapter 15, Section 7.10);
7. **Variation** to permit parking spaces and drive aisles in a parking lot to be less than the minimum required standards (Village Code Chapter 15, Section 7.06(6)). Proposal reduces two drive aisles by six inches to one foot six inches and parking stalls in one aisle by six inches;
8. **Variation** to reduce the Off-Street Parking Perimeter Landscaping area along Pratt Avenue from eight feet to three feet and eliminate along Cicero Avenue (Village Code Chapter 15, Section 6.14(1));
9. **Variation** to reduce/eliminate the interior landscaped parking lot island requirement (Village Code Chapter 15, Section 6.14(2));
10. **Variation** to reduce the minimum foundation landscaping area from six feet to three feet or eliminate in some locations (Village Code Chapter 15, Section 6.15);
11. **Special Sign Approval** to permit a pole/pylon sign (Village Code Chapter 15, Section 11.04(1) and Village Code Chapter 15, Section 11.10(iv));
12. **Variation** to permit a Special Sign (pole/pylon sign) with a sign face greater than the maximum permitted 48-square feet. (Village Code Chapter 15, Section 11.10((1)(iv)(3))). Proposal is for a sign area of 71.6-square feet;
13. **Variation** to permit a pole/pylon sign closer than ten feet to an exterior property line (Village Code Chapter 15, Section 11.10(iv)(5)). Proposal is to maintain the existing sign base which is four to five feet from exterior property lines;
14. **Variation** to allow an illuminated freestanding sign within 75 feet of a residentially-zoned district (Village Code Chapter 15, Section 11.07(5));
15. **Variation** to allow a wall sign on the north elevation of the building that is greater than the maximum permitted area (Village Code Chapter 15, Section 11.04(2)(iii)(1)). Proposal is for a wall sign of 16.8-square feet, rather than the maximum permitted 11-square feet;

16. **Variation** to permit less than 75 percent of each exterior building elevation to maintain the required high-quality materials (Village Code Chapter 15, Section 6.04(3)(b)); and
17. **Variation** to permit masonry stucco as more than a minor or accent building material (Village Code Chapter 15, Section 6.04(4)).

*Total Zoning Relief required: Three Special Uses, One Special Sign Approval, and Thirteen Variations.*

### **Public Hearing**

The Plan Commission considered the zoning relief requests at their April 6, 2017 meeting. Owner Phil Stefani and Architect Mark Knauer presented the plans and spoke on behalf of the proposal. Their presentation focused on the significant improvements to a tired site and building, and the fact that much of the zoning relief would be inherent in any redevelopment of this property. Mr. Knauer noted that the balance between parking and landscaping was considered and that the goal was to provide as much on-site parking as possible while filling in every available corner and leftover space with landscaping. In addition, he stated the new building had been designed with an abundance of glass to bring light into the restaurant and provide visual interest on the facades. Finally, he noted that the proposed free-standing signage is smaller, overall, than the previous Kow Kow restaurant pole sign and roof cap design element.

Commissioner Steve Jakubowski stated his position that the hours of operation for the restaurant should be on the same playing field as the other restaurants in the Village. He inquired as to the hours of other restaurants with similar liquor licenses to the one Mr. Stefani will be seeking. Staff noted that the Class A liquor license would permit hours up until 1:00 a.m. Sunday-Friday nights and up until 2:00 a.m. on Saturday night. Commissioner Jakubowski further inquired as to whether or not these restaurants are actually open that late. Staff noted that Psistaria and Lou Malnati's are open until 11:00 p.m. five nights of the week and 12:00 a.m. on weekends. There was considerable discussion about the hours that other restaurants are permitted to be open and if other restaurants next to residential areas are currently permitted to be open the same hours as Stefani's restaurant is proposing.

The Plan Commission opened the hearing to testimony from the public.

Irving Fishman, 6642 North Kolmar Avenue, stated he is very excited about this new business and since the Village does not currently have a "white linen" restaurant he looks forward to this opening. He stated he believes an approval would be in the best interest of the Village.

Karen Stefano, 6555 North Le Mai Avenue, stated that there are not enough restaurants in the Village where you could go for a drink or a meal late in the evening. She voiced her support.

Jennifer Spino, 4646 West North Shore Avenue, has spoken to her neighbors and they are excited about having a restaurant to go to that is open later in the evening, and have expressed no concerns about the restaurant being too noisy or open too late.

Jim Persino, 6700 North Sauganash Avenue, read the Economic Development Commission's "white paper" supporting redevelopment of this property to a Stefani's restaurant into the record. Mr. Persino said that Mr. Stefani runs a first class operation and stated that the Economic Development Commission recommends approval of this proposal.

Georjean Nickell, 6733 North Kedvale Avenue, expressed concern with the white color of the building, and inquired with Mr. Stefani if the color could be toned-down, perhaps to a cream color. Ms. Nickell agreed with Commissioner Jakubowski regarding uniformity with the hours of operation of other restaurants.

Chairman Yohanna read a letter into the record from Mr. John Vranas, 6544 North Leroy Avenue, stating his support for this project.

Phil Stefani, 6555 North Le Mai Avenue, Property Owner, stated that the hours are protective of the liquor license and noted he could serve food Sunday through Thursday until 10:00 p.m. and serve at the bar until 11:00 p.m. The hours of operation aren't necessarily the hours that they will be open. Commissioner Jakubowski had concerns about giving one restaurant carte blanche and reiterated all restaurants in the Village should be permitted to be open the same hours. Commissioner Sampen asked Mr. Stefani if any neighbors had come to him with concerns. Mr. Stefani noted that the comments have been positive and that this location is not unusual for him, as many of his restaurants are adjacent to residential properties.

No other testimony from the public was received.

The Plan Commission discussed the use of masonry stucco on the building. Architect Mark Knauer stated he believes it is a high quality material. He noted that the overall percentage of what the Village Code defines as "High Quality Materials" is 68 percent for the entire building. Those materials include a combination of brick veneer on the tower element, black granite stone along the base of the building, extensive use of windows, and the balance of the building is masonry stucco. It was noted that the masonry stucco being proposed here is durable and will withstand wear and tear, while synthetic stucco is not as durable.

Commissioner Novoselsky inquired as to what would happen if the existing trees on the property to the south died and asked if Stefani's be willing to add an eight-foot-tall masonry wall in that case. Commissioner Goldfein wondered if there would be enough room to later add a masonry wall. Mr. Stefani stated he would be willing to build a wall there if all the trees on the property line to the south died.

There was much discussion as to the appropriate hours for the restaurant and bar. Mr. Stefani stated that the kitchen will close as early as 10:00 p.m. during the week and be open until 11:00 p.m. on Friday and Saturday night. Commissioner Jakubowski noted that he had no problem with the hours Stefani's is requesting as long as other similar restaurants in the Village could request the same hours, to ensure a level playing field.

The Plan Commission inquired as to whether or not Stefani's is willing to agree to the staff-recommended conditions, to which Mr. Knauer noted on behalf of Mr. Stefani that they would agree to all of the conditions.

### **Plan Commission Recommendation**

In considering the request for three Special Uses including: 1) Restaurant Use over 5,000-square feet; 2) Parking in the required setbacks; and 3) Operating a business after 11:00 p.m. adjacent to a residential use, the Plan Commission concurred with the findings submitted by the applicant.

The Commission also considered the request to permit a Special Sign, as well as requested Variations for: 1) Reduced Transition Yard; 2) Reduced landscape buffer; 3) Reduced Off-Street parking; 4) Reduced Parking Lot Perimeter landscaping; 5) Reduced Interior Island landscaping; 6) Reduced Foundation landscaping area; 7) Greater than permitted Special Sign area; 8) Reduced Special Sign setbacks from exterior property lines; 9) Greater than permitted Wall Sign area; 10) Permissibility of an illuminated sign within 75 feet of a residential Zoning District; 11) Less than 75 percent of high-quality building materials

on each exterior building elevation; 12) Permissibility to utilize masonry stucco as more than a minor or accent building material; and 13) Reduced parking stall and drive aisle dimensions. The Plan Commission concurred with the findings for the Special Sign and Variations as submitted by the applicant.

By a vote of 4-1, the Plan Commission recommends approval of the three requested Special Uses, the Special Sign, and thirteen requested Variations subject to the following conditions:

- 1) An Agreement from the owner to maintain the hedgerow proposed in the Cicero Avenue right-of-way;
- 2) Painting of the masonry wall (proposed to be painted white) be permitted only on the west side of the wall, facing into the restaurant site. The masonry wall side facing the residential properties to be painted only if agreed to by all the residential properties adjacent to the wall;
- 3) Sound from the walk-in cooler fan/motor to comply with the Environmental Performance Standards for Noise and Vibration, detailed in the Zoning Code, at the property line between the restaurant and residentially-zoned property. Any testing that is necessary to be undertaken to confirm compliance is to be at the Petitioner's expense;
- 4) Provide a copy of the off-site parking agreement between Stefani's and the Korean Bethany Presbyterian Church at 4707 West Pratt Avenue;
- 5) Prior to issuance of a Certificate of Occupancy, a security plan for the building and property shall be submitted and approved by the Police Chief; and
- 6) Prior to occupancy, install a Fire Department knock box (key box) at the entrance(s) chosen by the Fire Department.

The dissenting vote cast by Commissioner Goldfein was due to objections to the amount of zoning relief; specifically the large number of landscape Variations, as well as concern about varying the Building Materials requirements.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. April 6, 2017 Plan Commission Minutes Excerpt (Draft)
2. April 6, 2017 Staff Report to Plan Commission
3. Public Hearing Special Use and Variation Applications
4. Responses to Special Use and Variation Standards
5. Development Review Team Responses from Petitioner
6. Plat of Survey
7. Proposed Plans
8. Site Photos
9. Economic Development Commission Statement of Support

**RECOMMENDED MOTION:**

**Move to concur** with the recommendation of the Plan Commission in Case #PC-02-17 to approve Special Uses, a Special Sign, and certain Variations of the Zoning Code needed in order to allow a new 5,425-square-foot Stefani's Osteria & Bar and off-street parking area at 6755 North Cicero Avenue and to direct the Village attorney to prepare an Ordinance for adoption consistent with this concurrence.



**DRAFT MEETING MINUTES**  
**OF THE**  
**PLAN COMMISSION**  
**APRIL 6, 2017 – 7:00 P.M.**

**LINCOLNWOOD VILLAGE HALL**  
**COUNCIL CHAMBERS**  
**6900 NORTH LINCOLN AVENUE**  
**LINCOLNWOOD, ILLINOIS 60712**

**MEMBERS PRESENT:**

Chairman Mark Yohanna  
Patricia Goldfein  
Steven Jakubowski  
Henry Novoselsky  
Don Sampen

**MEMBERS ABSENT:**

Anthony Pauletto

**STAFF PRESENT:**

Steve McNellis, Community Development Director  
Doug Hammel, AICP, Community Development Manager  
Kathy Kasprzyk, Community Development Coordinator

**I. Call to Order**

Chairman Yohanna noted a quorum of five members and called the meeting to order at 7:05 p.m.

**II. Pledge of Allegiance**

**III. Approval of Minutes**

**Motion to approve** the March 1, 2017 Plan Commission Minutes was made by Commissioner Sampen and seconded by Commissioner Novoselsky.

**Aye: Sampen, Novoselsky, Goldfein, Jakubowski, and Yohanna**

**Nay: None**

**Motion Approved: 5-0**

**IV. Case #PC - 03-17: 6649 North Lincoln Avenue and 6653-59 North East Prairie Road – Final Plat of Subdivision**

Chairman Yohanna announced Case #PC-03-17 for consideration of a Final Plat to re-subdivide nine lots encompassing the Lou Malnati's Restaurant, with an address of 6649 North Lincoln Avenue, and a single-family residential property at 6659 North East Prairie Road.

Development Director McNellis presented background for consideration for Final Plat approval. The proposed Plat of Subdivision showed the multiple properties to be consolidated between Lou Malnati's and the residential property to the north. Development Director McNellis noted this Subdivision is related to the 2016 Ordinance granting Zoning relief that required a six- to seven-foot strip of land be conveyed to the residential property north of Lou Malnati's in conjunction with an easement of five feet on the residential property to maintain the north side of the masonry screening wall, and a covenant on the Plat of Subdivision stating that the wall could not be removed without the approval of the Village. Staff recommends approval, as presented.

Chairman Yohanna asked if anyone in the audience would like to address the Plan Commission regarding this issue. Listed below are comments from the public.

Mr. Mike Stamer, 6648 North Avers Avenue, commented about the how well the work has been going, but expressed concern about the condition of the alley. Mr. Stamer asked if repaving the alley was part of the previous Village approval. He stated if it was not, he believed that Mr. Milosavljevich of Lou Malnati's had agreed to such a condition during a meeting between Lou Manati's and the neighbors.

Sasha Milosavljevich, Director of Facilities for Lou Malnati's, was not aware of any agreement to repave the alley. He noted if he had stated that Malnati's would repave the alley, he would keep his word and they would do so, but he could not recall offering such. There was discussion with Commissioner Jakubowski trying to have the two parties come to agreement on this matter. Development Director McNellis noted that this was an issue between two private parties, but that if Lou Malnati's wished to repave the alley, they would need to work with the Village to meet Code requirements.

**Motion to approve** the Final Plat of Subdivision to consolidate and resub divide nine lots encompassing the Lou Malnati's Restaurant at 6649 Lincoln Avenue and a single-family residential property at 6659 East Prairie Road was made by Commissioner Sampen and seconded by Commissioner Novoselsky.

**Aye: Sampen, Novoselsky, Goldfein, Jakubowski, and Yohanna**

**Nay: None**

**Motion Approved: 5-0**

**DRAFT**

**V. Case #PC - 02-17: 6755 North Cicero Avenue – Special Uses and Variations for a New Restaurant**

Chairman Yohanna announced Case #PC-02-17 for consideration and review of Zoning Relief for a new Stefani's Restaurant including Special Use approval, Special Sign approval, and Variation requests. Chairman Yohanna swore in the Petitioner and architect for the property,

Mr. Mark Knauer, President of Knauer Incorporated (Architects), 720 North Waukegan Road, Deerfield, Illinois.

Development Director McNellis presented background for the redevelopment of a restaurant building and off-street parking at 6755 North Cicero Avenue including zoning requirements, site layout, and building design plans for a new restaurant in the B-2, General Business District.

Development Director McNellis reviewed the proposed Special Uses and Variations requested. The Special Uses requested include: 1) to allow a 5,425-square-foot restaurant which is over the Permitted 5,000-square foot maximum square footage; 2) to allow parking in the Front Yard Setback on Pratt Avenue and the Corner Side Yard Setback on Cicero Avenue; and 3) to allow a business within 150 feet of a residentially-zoned property to operate after 11:00 p.m. on any day of the week, as the Petitioner is requesting to operate until 1:00 a.m. Sunday through Thursday, and 2:00 a.m. on Friday and Saturday. There are nine restaurants in the Village that operate after 11:00 p.m.

The requested Variations include the following:

- A Variation to allow a reduced Transition Yard across the east property line from thirty feet to ten feet as a portion of the existing building and a proposed walk-in cooler will be closer than the required thirty-foot required setback line;
- A Variation to allow less than the required number of off-street parking spaces from the required 55 spaces to 51 spaces;
- A Variation to allow parking spaces and parking lot drive aisles to be less than the minimum required dimensional standards as the Petitioner is proposing up to one-foot six-inches less on a drive aisle and six inches less on stall depth. It should be noted this is an existing condition;
- A Variation to allow less than the required minimum landscaped buffer along the south and east property lines. The Petitioner is proposing a five-foot landscaping buffer along the south property line where ten feet is required, and the landscaping buffer is at five feet along the east property line, in conjunction with an eight-foot masonry wall, but is not continuous;
- A Variation to reduce the required eight-foot perimeter landscaping area along Pratt Avenue to three feet. The Cicero Avenue perimeter landscaping area will be eliminated, as proposed;
- A Variation to eliminate the required interior landscape parking lot islands where they are required at the end of each parking row;
- A Variation to permit three feet of foundation landscaping instead of the required six-foot-wide foundation landscaping area on the sides of the building and no foundation landscaping on the front;
- A Special Sign Variation to permit a pole/pylon sign up to eighteen-feet tall;

- A Variation to allow a Special Sign with a sign face of 71.6-square feet which is greater than the maximum permitted sign face area of 48-square feet;
- A Variation for an illuminated freestanding sign within 75 feet of a residentially-zoned district;
- A Variation to allow a Special Sign which is approximately four feet from both the north and west property lines instead of the permitted maximum of ten feet;
- A Variation to allow a Wall Sign on the north building elevation that is greater than the maximum permitted area. The permitted maximum wall area would be 11-square feet and they are proposing 16.8-square feet in area;
- A Variation to allow less than 75 percent of each exterior building elevation to maintain required high-quality materials. The south elevation is the only elevation to meet the required percentage.
- A Variation to allow masonry stucco as more than a minor accent building material.

Development Director McNellis summarized the proposed conditions of approval should the Plan Commission be prepared to recommend approval at the end of tonight's discussion. He noted that these conditions were a combination of those made by the Development Review Team at their February 17, 2017 meeting and others that have arisen during the review process: 1) An agreement from the Owner to maintain the hedgerow proposed in the Cicero Avenue right-of-way; 2) Painting of the proposed white masonry wall be permitted only on the west side of the wall facing into the restaurant site. The masonry wall side facing the residential properties be painted only if agreed to by all adjacent residential properties adjacent to the wall; 3) Sound from the walk-in cooler fan/motor to comply with Environmental Performance Standards for Noise and Vibration at the property line between the restaurant and residentially-zoned properties. Any testing that is necessary to be undertaken to confirm compliance is to be at the Petitioner's expense; 4) Provide a copy of the off-site parking agreement between Stefani's and the Korean Bethany Presbyterian Church at 4707 West Pratt Avenue; 5) Prior to issuance of a Certificate of Occupancy, a security plan for the building and property be submitted and approved by the Police Chief; and 6) Prior to occupancy, install a Fire Department Knox box at entrance(s) chosen by the Fire Department.

Chairman Yohanna asked Mr. Knauer to begin his presentation. Mr. Knauer reviewed all of the pertinent design plans for the site. He stated that the site has many existing nonconforming issues due to the narrowness of the site which requires having to request many of the landscaping and parking Variations. The foundation and parking will stay as is, but they plan on enhancing the site as much as possible. This restaurant will be a fine dining establishment with one of Chicago's greatest restauranteurs, who is also a life-long resident of Lincolnwood.

The plans for a new 170-seat (approximate) upscale casual dining restaurant includes tearing down the porte-cochere in the front section of the building and keeping the masonry structure in the back of the building that will house the kitchen. They propose to tear down the front section of the

building and use the foundation wall and add two small additions which will be used for seating. The third curb cut in front of the restaurant (on Cicero Avenue) will be abandoned. They plan on enhancing the landscaping as much as possible and presented a landscaping plan for review. The eight-foot-wall will not be included along the south property line due to the mature trees that are present. The addition of a wall could damage these trees. Commissioner Novoselsky inquired about what action would Stefani's take if the screening along the south property line were to die or be removed, would Stefani's be willing to add an eight-foot-tall masonry wall. Commissioner Goldfein questioned if there was even enough room for screening along the south property line if something did happen to the trees.

Mr. Knauer explained that the building will have 68 percent premium materials including a combination of brick veneer on the twenty-six-foot tower element, black granite stone around the bottom of the building, black aluminum painted frames for the windows, and the balance of the building will be painted cementitious masonry stucco. There was a lengthy discussion as to whether cementitious masonry stucco could be considered a premium material. A four-season outdoor dining patio with lighting and music will be located at the southwest corner of the property. The windows can be opened weather permitting.

A new service court in the back of the building will be used for deliveries and include an exterior walk-in cooler. This area will also house a gated dumpster area. Trucks will enter this service court off of Pratt Avenue.

There was a lengthy discussion as to hours of operation. Commissioner Jakubowski asked if Stefani's is receiving an unfair advantage over other restaurants in the Village. Chairman Yohanna swore in Mr. Phil Stefani, 6555 North Le Mai Avenue. Mr. Stefani stated the business hours are for the protection of their liquor license. Mr. Stefani explained that even though he is asking for a 1:00 a.m. and 2:00 a.m. closing time, the reality is that they do not foresee people dining that late. In his experience, food is typically served until 10:00 p.m. during the week and 11:00 p.m. on the weekends. The stated late hours is in case customers come in later in the evening for a meal, they would be covered by their liquor license to serve alcohol. The Commissioners asked for clarification regarding the time the kitchen will close. Mr. Stefani reiterated his experience that the kitchen will probably close at 10:00 p.m. on weeknights and 11:00 on weekends. The customers dictate how late the kitchen actually closes.

Commissioner Sampen asked if any neighbors had expressed any concerns about this project. Mr. Stefani stated that comments have been very positive. They have been in business for thirty-seven years, and many of his restaurants are adjacent to residential properties.

Chairman Yohanna asked if anyone in the audience would like to address the Plan Commission regarding this issue. Listed below are comments from the public.

Mr. Irving Fishman, 6642 North Kolmar Avenue, stated that he is very excited about this new business and since the Village does not have a "white linen" restaurant and looks forward to this opening. He believes this approval is in the best interest of the Village.

Ms. Karen Stefano, 6555 North Le Mai Avenue, stated that there are not enough restaurants in the Village where you could go for a drink or a meal late in the evening. She voiced her support.

Ms. Jennifer Spino, 4646 West North Shore Avenue, has spoken to her neighbors and they are excited about having a restaurant to go to that is open later in the evening. Ms. Spino is not aware of any concerns about the restaurant being too noisy or open too late.

Mr. Jim Persino, 6700 North Sauganash Avenue, read the Economic Development Commission's "white paper", supporting the redevelopment project, into the record. Mr. Persino said that Mr. Stefani runs a first-class operation and stated that the Economic Development Commission recommends approval of this proposal.

Ms. Georjean Nickell, 6733 North Kedvale Avenue, expressed concern with the white color of the building, and inquired if the color could be toned-down, perhaps to a cream color. Ms. Nickell agreed with Commissioner Jakubowski regarding uniformity with the hours of operation of other restaurants.

Chairman Yohanna read a letter into the record from Mr. John Vranas, 6544 North Leroy Avenue, stating his support for this project.

Commissioner Novoselsky asked if the Petitioner agrees with the Recommended Conditions presented. Mr. Knauer stated they would comply with all Recommended Conditions. Mr. Knauer said they are ready to begin the building permit and engineering process as soon as approval is granted. They anticipate opening by the end of this year.

**Motion to recommend approval** of the requested relief set forth regarding the Special Uses and Variations subject to the various Recommended Conditions including: 1) An agreement from the Owner to maintain the hedgerow proposed in the Cicero Avenue right-of-way; 2) Painting of the proposed white masonry wall be permitted only on the west side of the wall facing into the restaurant site. The masonry wall side facing the residential properties be painted only if agreed to by all adjacent residential properties adjacent to the wall; 3) Sound from the walk-in cooler fan/motor to comply with Environmental Performance Standards for Noise and Vibration at the property line between the restaurant and residentially-zoned properties. Any testing that is necessary to be undertaken to confirm compliance is to be at the Petitioner's expense; 4) Provide a copy of the off-site parking agreement between Stefani's and the Korean Bethany Presbyterian Church at 4707 West Pratt Avenue; 5) Prior to issuance of a Certificate of Occupancy, a security plan for the building and property be submitted and approved by the Police Chief; and 6) Prior to occupancy, install a Fire Department Knox box at entrance(s) chosen by the Fire Department was made by Commissioner Sampen and seconded by Commissioner Novoselsky.

Commissioner Sampen added an amendment to his motion with respect to restaurant hours.

**Motion to recommend approval** to close at 1:00 a.m. on Sunday through Thursday and 2:00 a.m. on Friday and Saturday. Motion seconded by Commissioner Novoselsky.

**Aye: Sampen, Novoselsky, Jakubowski, and Yohanna**

**Nay: Goldfein**

**Motion Approved: 4-1**

Chairman Yohanna asked if there was anyone in the audience who would like to address the Plan Commission. Let the record state that no one came forward.

**V. Other Business**

No other business was discussed. Chairman Yohanna asked if there was anyone in the audience who would like to address the Plan Commission. Let the record state that no one came forward.

**VI. Next Meeting**

The next meeting of the Plan Commission is scheduled for Wednesday, May 3, 2017.

**X. Adjournment**

**Motion to adjourn** was made by Commissioner Sampen and seconded by Commissioner Jakubowski. Meeting adjourned at 9:35 p.m.

**Aye: Sampen, Jakubowski, Goldfein, Novoselsky, and Yohanna**

**Nay: None**

**Motion Approved: 5-0**

Respectfully submitted,

Kathryn M. Kasprzyk  
Community Development Coordinator



## Plan Commission Staff Report

### Case # PC-02-17

April 6, 2017

**Subject Property:**

6755 Cicero Avenue. Southeast corner of Pratt and Cicero Avenues

**Zoning District:**

B2, General Business

**Petitioner:**

Phil Stefani, Property Owner

**Nature of Request:**

Multiple Special Uses, Special Sign and Variation requests (see detail below)

**Notification:**

Notice in Lincolnwood Review on March 16, 2017, Public Hearing sign installed at 6755 N. Cicero Avenue, and mailed Legal Notices Dated March 15, 2017 to properties within 250 feet.



**Zoning Relief Requested:**

1. **Special Use** required for any restaurant over 5,000 sq. ft. in the B2 Zoning District (Village Code Chapter 15, Section 3.04 and Table 4.01.1)
2. **Special Use** required to permit parking in the Front Yard Setback (Pratt Avenue) and the Corner Side Yard Setback (Cicero Avenue) (Village Code Chapter 15, Section 7.06(5))
3. **Special Use** to allow a business within 150' of a residentially-zoned property to operate after 11:00 P.M. on any day (Village Code Chapter 15, Section 4.07(15)).
4. **Variation** for reduced Transition Yard across East Property Line, from 30' to 10' (Village Code Chapter 15, Section 4.07(3)(a))
5. **Variation** to waive the requirement for a minimum 10' landscaped buffer along the South Property Line.
6. **Variation** from off-Street parking requirements to reduce requirement from 55 spaces to 51 provided (Village Code Chapter 15, Section 7.10)
7. **Variation** to permit parking spaces and drive aisles in a parking lot to be less than the minimum required standards (Village Code Chapter 15, Section 7.06(6))

8. **Variation** to reduce the Off-Street Parking Perimeter Landscaping area along Pratt Avenue from 8' to 3' and eliminate along Cicero Avenue (Village Code Chapter 15, Section 6.14(1))
9. **Variation** to reduce/eliminate the interior landscaped parking lot island requirement (Village Code Chapter 15, Section 6.14(2))
10. **Variation** to reduce the minimum foundation landscaping area from 6' to 3' or eliminate in some locations (Village Code Chapter 15, Section 6.15)
11. **Special Sign Approval** to permit a pole/pylon sign (Village Code Chapter 15, Section 11.04(1) & Village Code Chapter 15, Section 11.10(iv))
12. **Variation** to permit a Special Sign (pole/pylon sign) with a sign face greater than the maximum permitted 48 sq. ft. (Village Code Chapter 15, Section 11.10((1)(iv)(3))
13. **Variation** to permit a Pole/pylon sign closer than 10' to an exterior property line (Village Code Chapter 15, Section 11.10(iv)(5))
14. **Variation** to allow an illuminated freestanding sign within 75' of a residentially-zoned district (Village Code Chapter 15, Section 11.07(5))
15. **Variation** to allow a wall sign on the north elevation of the building that is greater than the maximum permitted area (Village Code Chapter 15, Section 11.04(2)(iii)(1))
16. **Variation** to permit less than 75% of each exterior building elevation to maintain the required high-quality materials (Village Code Chapter 15, Section 6.04(3)(b))
17. **Variation** to permit masonry stucco as more than a minor or accent building material (Village Code Chapter 15, Section 6.04(4))

***Total Zoning Relief required: Three Special Uses, One Special Sign Approval and Thirteen Variations.***

### **Summary of Request:**

Phil Stefani of Stefani Restaurant Group ("Petitioner"), property owner of 6755 N. Cicero Avenue, seeks Special Use and Variation approvals to redevelop the property with a new Stefani's Osteria & Bar. This property formerly housed the Kow Kow restaurant from 1989 – 2015, and Trattoria Gallo for approximately 40 years prior to Kow Kow. The property is approximately 31,817 square feet in area and is a corner lot with frontage on W. Pratt Avenue (Front Yard) and N. Cicero Avenue (Corner Side Yard). The existing building is approximately 4,300 sq. ft. in area.

The Petitioner seeks to demolish the front two-thirds of the existing restaurant building, retaining the eastern 1/3 of the building where all the utility connections are maintained, as well as the partial basement and the existing building foundation. There are currently two curb cut access points on N. Cicero Avenue and one on W. Pratt Avenue.

The Village's Comprehensive Plan, updated in 2016, designates the future land use for this property as "Local/Corridor Commercial". Restaurants are a use envisioned in this land use designation.

As is evident by the amount and degree of Zoning relief requested, the re-introduction of a restaurant use on a site with a building developed decades ago, is not necessarily conducive to meeting all of the Village's Codes and requirements. However, if a restaurant were to have re-used the existing building as is, with nothing other than required maintenance performed, the Village would likely not have had the opportunity to realize the improvements that are being

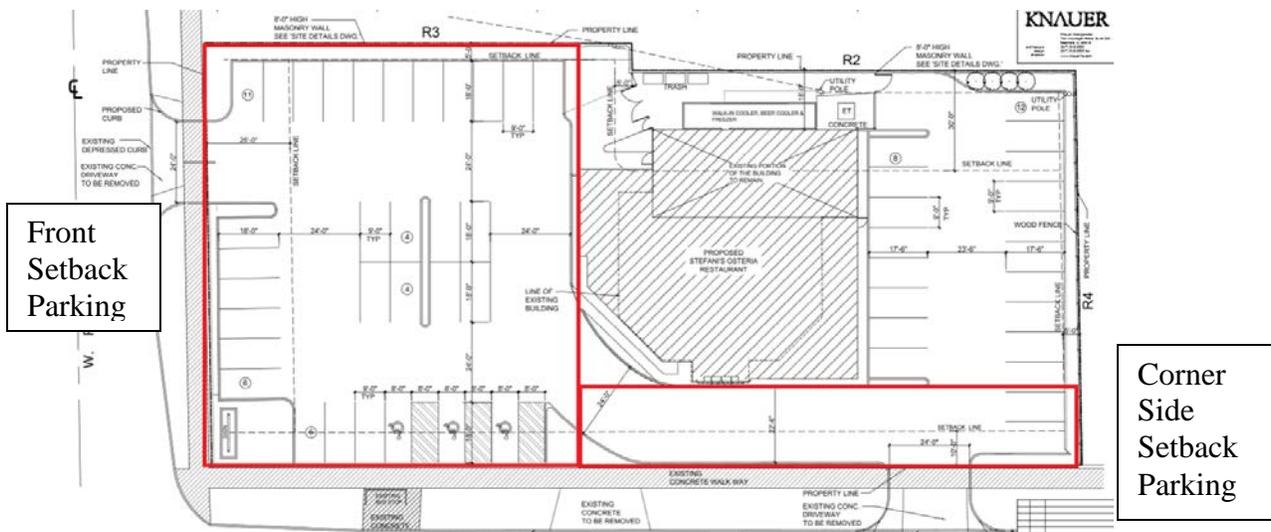
made on the site. The proposal before you represents a significant improvement on this site, but in many ways it will not, and likely could not, meet all of the Village’s Code requirements and remain feasible for restaurant redevelopment. Staff has focused with Stefani’s designers on screening and the introduction of landscaping while minimizing the parking variations, but still providing a building design that vastly improves the previous restaurant building. Unfortunately, the existing building location, curb cuts and parking lot dimensional requirements are such that there is very little opportunity to acquire additional space for perimeter landscape screening or interior parking lot islands, without sacrificing parking spaces. Staff understands that this is an ongoing dilemma that presents itself regularly due to the smaller commercial lots that dominate the Village.

Before the Plan Commission are both the Special Use and Variation requests. The Village of Lincolnwood, through Home Rule Authority, has created a process in which the Plan Commission considers Zoning Variations when they area requested along with a Special Use. This process is intended to streamline the hearing process for the benefit of the applicant.

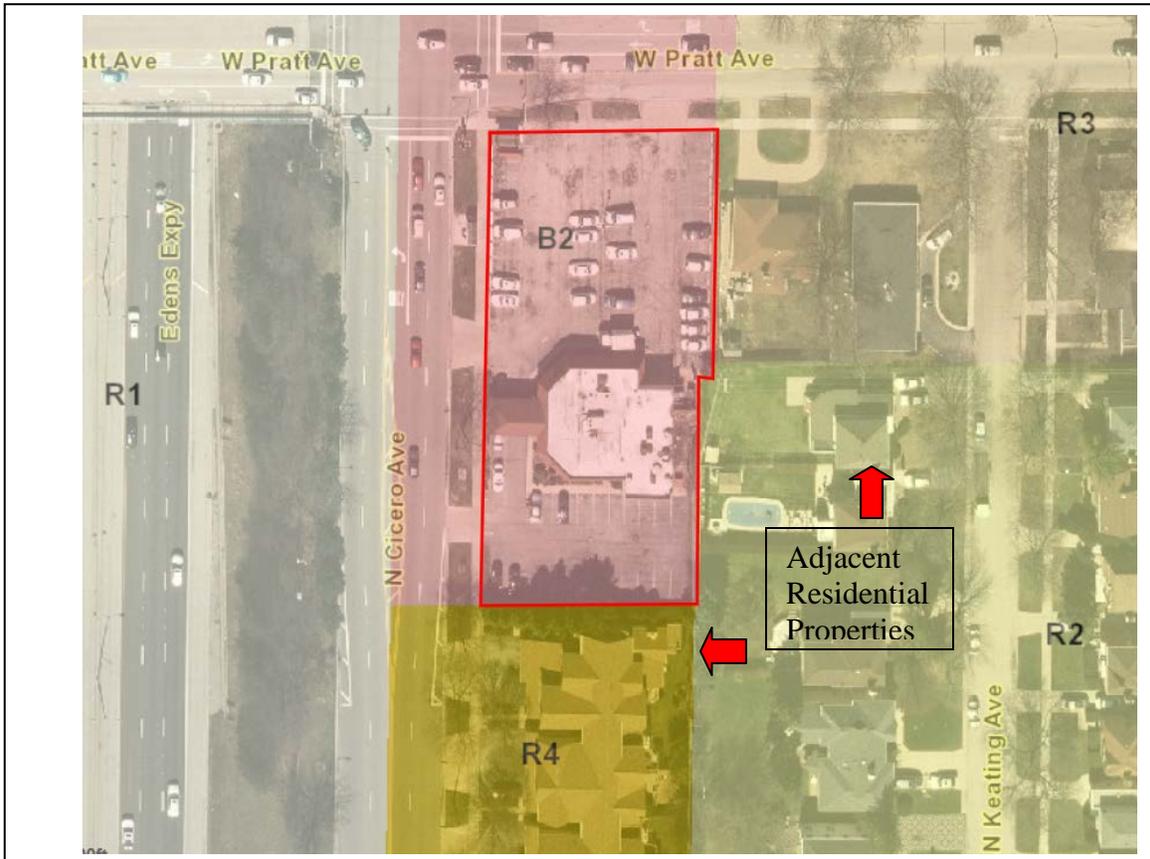
**Special Uses**

**Restaurant over 5,000 sq. ft. in Area:** The Petitioner seeks approval of a restaurant that is approximately 5,425 square feet in area. This is an expansion of approximately 1,125 sq. ft. over the footprint of the existing restaurant building. Per Village Code, “Eating and Drinking Establishment” in most commercial Zoning Districts in which such a use is permitted must secure a Special Use. Currently, there are several restaurant uses in the Village that are over 5,000 sq. ft. in area and a few that are similarly located next to single-family residential property, including Psistaria Greek Taverna, the former Whistlers Restaurant, and L. Woods.

**Front and Corner Side Yard Setback Parking:** Zoning Code section 7.06(5) permits off-street parking in any yard except a front Yard and a yard abutting a street (Corner Side Yard). In order to install off-street parking in these yards, a Special Use is required. The Village Modified the review process for zoning relief associated with this type of request a little over a year ago. Instead of seeking a Variation for parking in these required Yards, the Village now requires a Special Use. Given the minimal depth of this lot, similar to many commercial lots, providing parking without encroaching in a required Front or Corner Side Yard can be difficult.

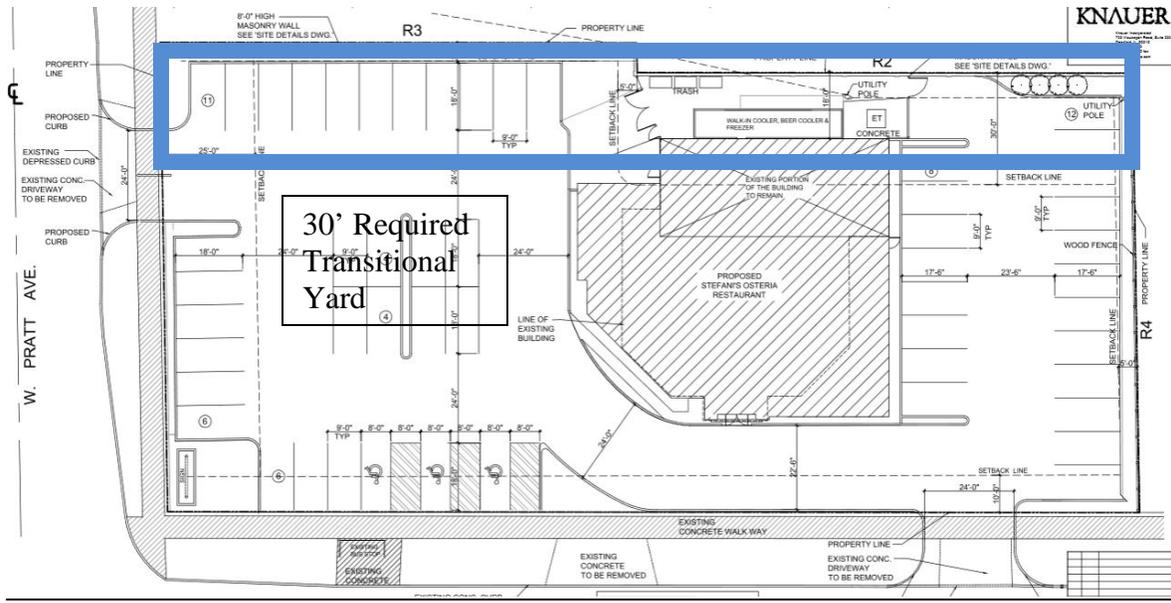


**Business Hours adjacent to Residential Property:** The Zoning Code prohibits any business within 150' of residentially-zoned property to operate after 11:00 P.M. any day of the week. As is the case with most full-service restaurants, Stefani's is proposing to remain open later than 11:00 P.M. on weekends. While the main portion of the restaurant will likely close earlier, the bar will remain open. Occupancy in the building will undoubtedly be significantly less at that time of the evening. Direct access to two arterial roadways reduces the likelihood of late-night traffic utilizing residential streets to leave the property.

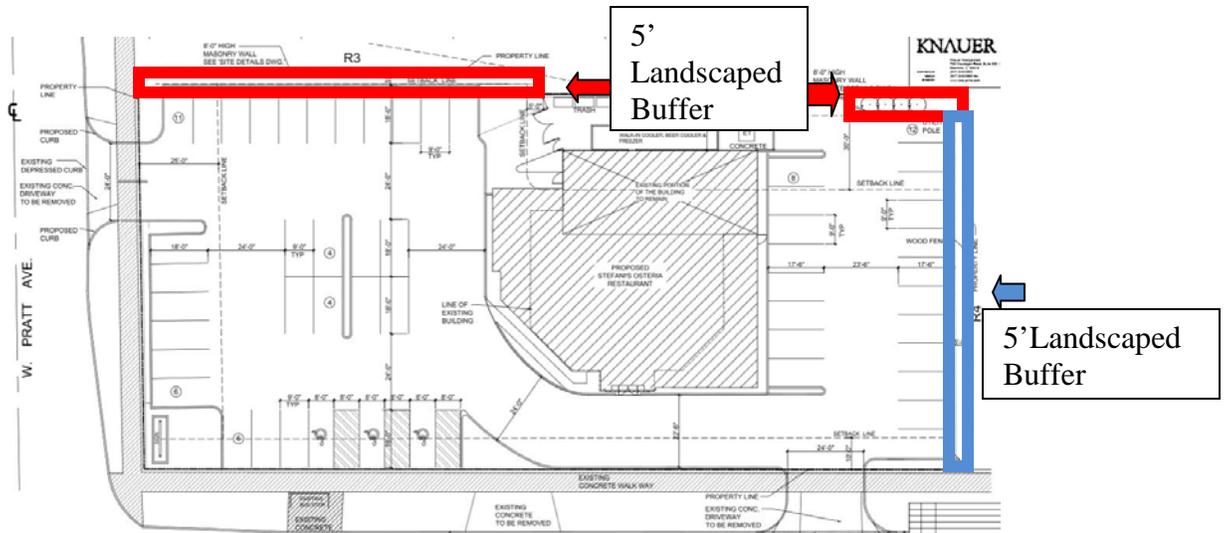


### **Variations**

**Reduced Transition Yard Variation:** Zoning Code Section 4.07(3)(a) requires a Transitional Yard to act as a buffer when a commercially-zoned property is located adjacent to a residentially-zoned property. This Transition Yard is essentially a Building Setback that is required to be equal to or greater than the setback of the adjacent residential zoning district. In this case, the single-family residential zoning to the east of the property falls into two Zoning Districts, R-3 and R-2, both of which maintain a Rear Yard setback adjacent to the proposed Stefani's restaurant property. The required Rear Yard setback in those districts is 30', so the required Transitional Yard along the east property line of the Stefani's site would be 30'. The Walk-in cooler at the rear of the restaurant building is approximately 10' from the East property Line and the closest building wall of the restaurant (which is an existing wall that is being preserved) is 18' from the east property line. Neither complies with this requirement.



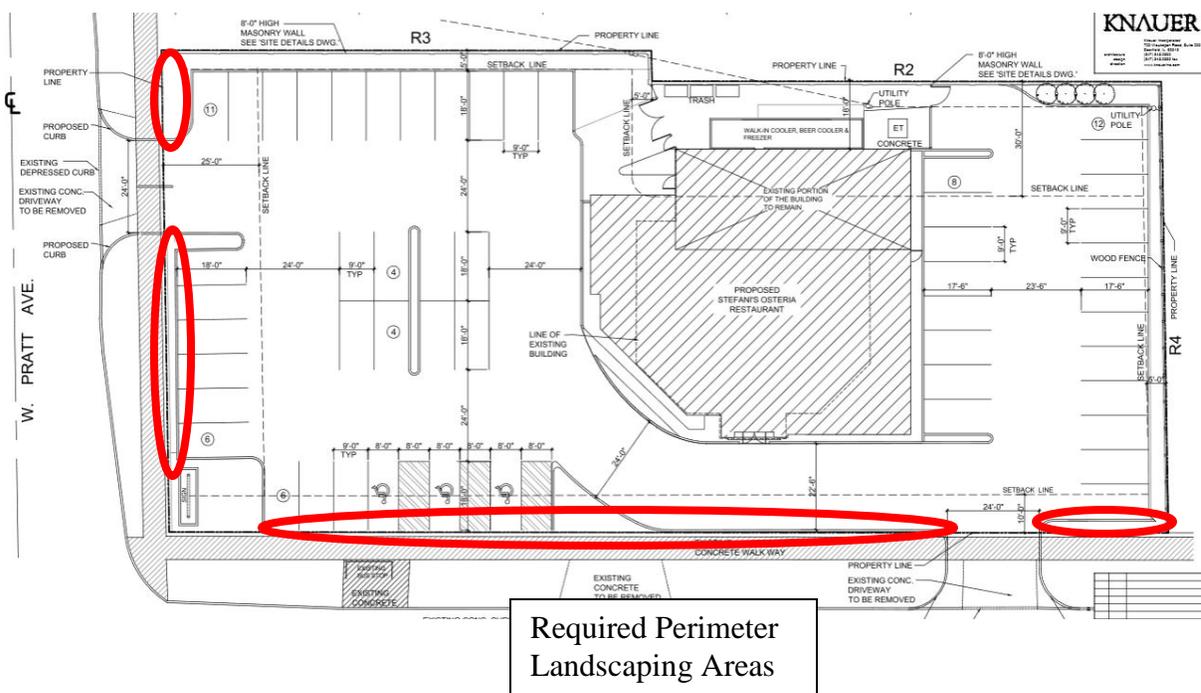
Landscaped Buffer between Zoning Districts: The Petitioner is requesting relief from Zoning Code Section 6.16, which requires a minimum 10' landscaped setback and screening area along the length of any property line in commercial Zoning Districts where they are adjacent to residentially-zoned property. The buffer along the south property line, separating the Stefani's property from the R-4 townhouse development to the south is approximately 5' wide, and contains the overhang from existing large evergreen trees planted along the property line on the property to the south and a limited number of new Arborvitae (columnar evergreens) in an area along the 5' landscaped strip provided where there is room to provide new plantings. Given the large scale of the existing evergreen trees on the adjacent property, the Landscape Architect felt it was best to preserve the unplanted green space adjacent to these trees. The alternate to the 10' wide landscaped buffer is a 5' wide landscaped buffer adjacent to an 8' tall masonry wall. The Petitioner is providing a masonry wall, painted white, along the entire east property line, however, the 5' wide landscaping area is not present in the area behind the restaurant where the trash enclosure and utilities yard is located, so while it may not be practical, it does not meet the Code requirement.



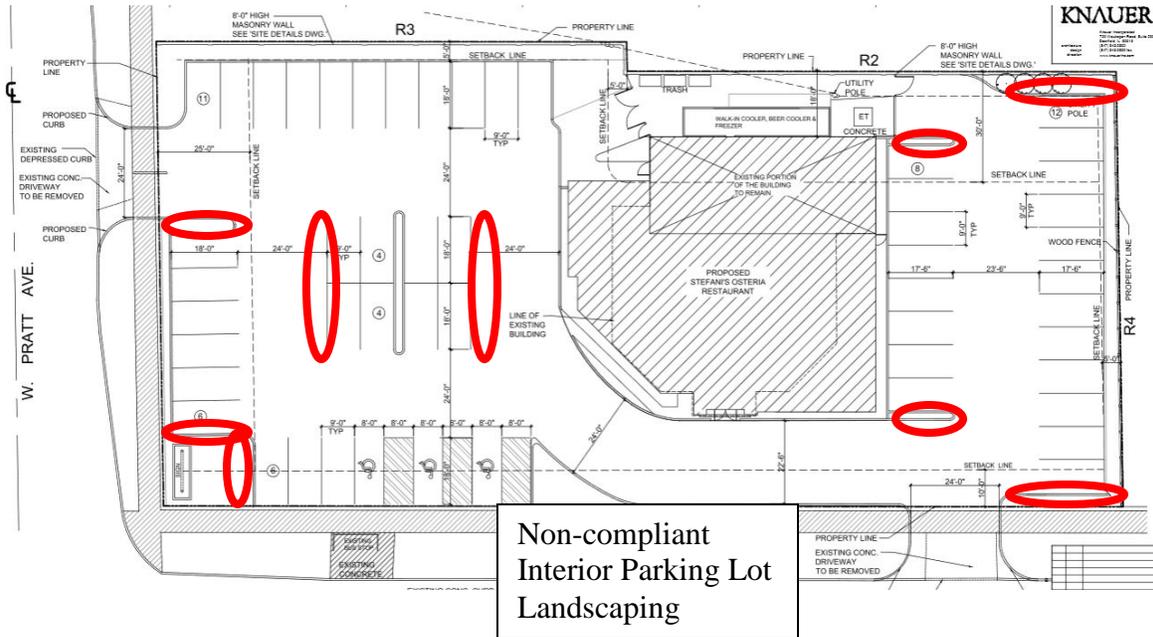
Off-Street Parking Requirement Variation: The Petitioner is requesting relief from Section 7.10 of the Zoning Code to reduce the required number of parking spaces for a 5,425 sq. ft. restaurant from 55 (1 per 100 sq. ft. of Floor Area) to 51 spaces. Given the lot layout and the size of the building, there are no further opportunities to add more parking to the site. However, staff has been informed that Stefani's has negotiated an agreement with the church at the southwest corner of W. Pratt Avenue & N. Kilpatrick Avenue to utilize their parking lot to valet park during peak restaurant hours.

Parking Lot Dimensions: The Petitioner is requesting relief from Zoning Code Section 7.06(6) to permit the north-south drive aisle in front of the restaurant entry and the east-west drive aisle south of the restaurant to be 22'6" and 23'6" respectively, rather than the required 24' drive aisle dimension. In addition, it is requested that the parking stall depth for the spaces south of the building be permitted to be 17'6", rather than the required 18' stall depth. The drive aisle and stall depth conditions for which relief is requested are existing conditions on the site and have been utilized as such for many years.

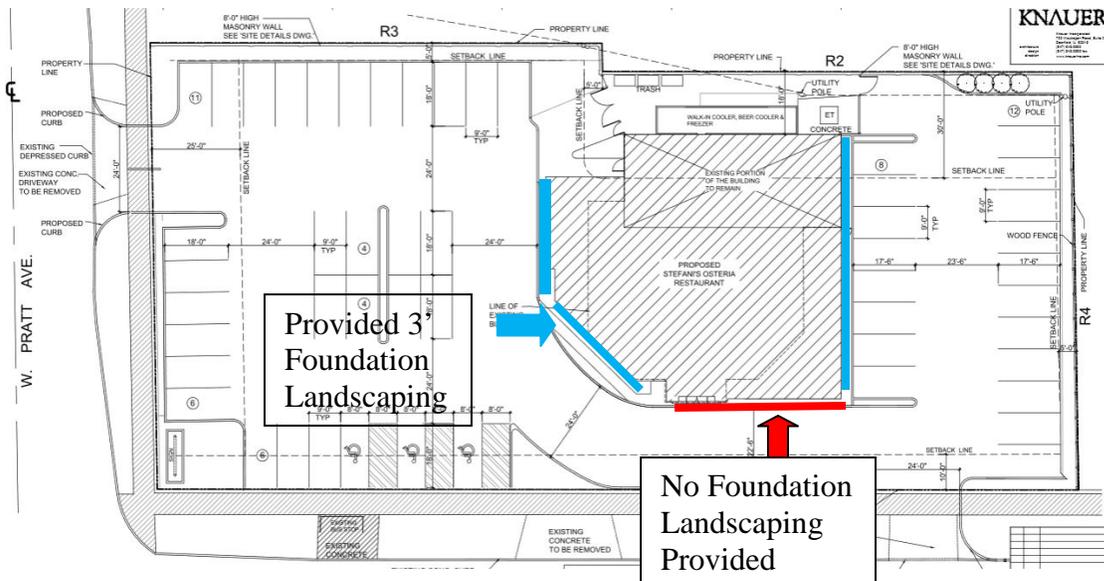
Perimeter Landscaping Area Variation: Zoning Code Section 6.14(1) requires that every off-street parking lot or parking area shall be setback, buffered and screened from public view by a perimeter landscaped area a minimum 8' wide. This landscaped area is to be a densely planted hedge or shrub row, 75% semi-opaque, and planted at 30" tall. The petitioner is requesting that the Cicero Avenue Perimeter Landscaped Area be eliminated and the Pratt Avenue Perimeter Landscaped Area be reduced to approximately 3' wide, with the required 30" tall hedge row. Given the constraints of the parking stall length and aisle width requirements, the petitioner was unable to provide the required Perimeter landscaped Area along Cicero Avenue, but has designed a 4' wide planting area with a 30" tall hedge row in the right-of-way on the west side of the existing sidewalk. While the landscape screen would not be on the property, it would be intended to provide some screening and break-up the view toward the parking lot with vegetation.



**Interior Parking Lot Landscaping Variation:** The Petitioner is requesting relief from Zoning Code Section 6.14(2), which requires planting islands equal in area to a parking space be located at each end of a parking row. There are several locations throughout the site where this parking lot island requirement has not been satisfied. While the Petitioner has provided a new narrow landscaped island, containing ornamental grasses, in the middle of the parking lot, it also does not meet the required size nor does it provide the required tree.



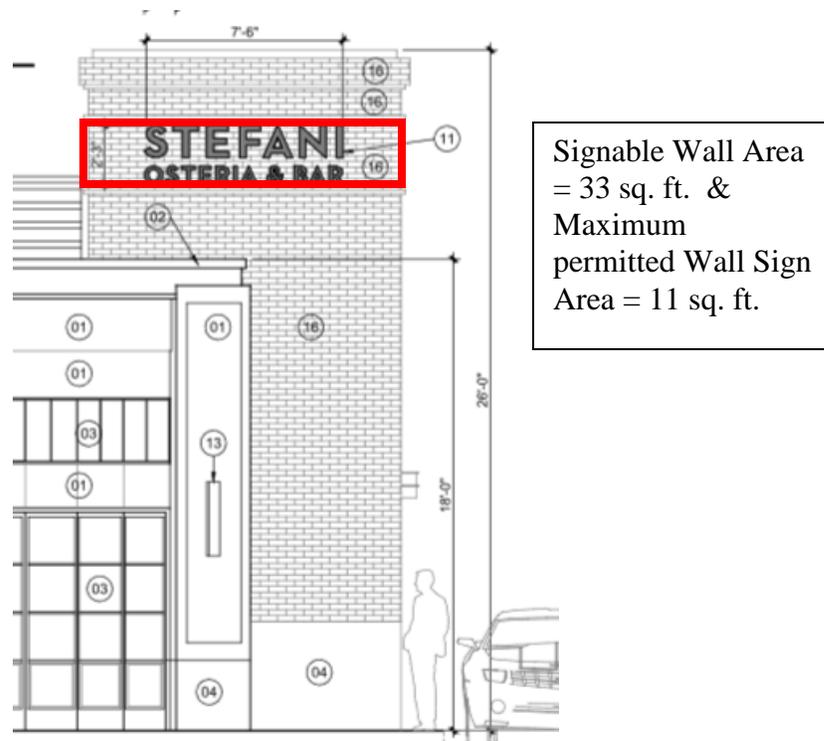
**Foundation Landscaping Variation:** Zoning Code Section 6.15 requires a minimum 6' planting area along the front and sides of all commercial buildings, except for building entryways and sidewalks, as may be permitted. Foundation planting, approximately 3' in width, is provided along the north and south sides of the building, however, there is no foundation landscaping along the front (west façade) of the building, due to the required drive aisle width to the west of the building entryway.





Illuminated Freestanding Sign Setback Variation: Zoning Code Section 11.07(5) prohibits illuminated freestanding signs from being located within 75’ of any Residential Zoning District. In this case, while the freestanding sign is not within 75’ of a property with a residential structure, it is within 75’ of the R-1 Residential Zoning District, which begins in the middle of Cicero Avenue, and stretches west across the Edens Expressway. In this case, it appears this is an anomaly and the intent of protecting residential properties from the glare of an illuminated freestanding sign is not an issue.

Signable Wall Area Variation: The Petitioner is requesting relief from Village Code Section 11.04(2)(iii)(1) which limits the size of a Wall Sign to 1/3 of the Signable Wall Area. A Signable Wall Area is limited to the area within architectural details such as a fascia or cornice. In this case, the Signable Wall Area for the North Elevation sign is located between the two horizontal architectural bands. The vertical dimension of that area is approximately 2’9” and the horizontal dimension is 12’, for a Signable Wall Area of 33 sq. ft. As a result, the maximum area of the Wall Sign on the North elevation is 11 sq. ft. (1/3 of the Signable Wall Area). The proposal is for a sign that is 16.8 sq. ft. in area.



Building Materials Variation: Zoning Code Section 6.04(3)(b) requires that “Not less than 75% of each exterior building elevation shall incorporate high-quality materials . . .” A list of permitted materials can be found in the Zoning Code, and includes materials such as brick, various stone types and glass. The proposed Stefani’s Restaurant building elevations incorporate a significant amount of glass on three sides of the building, however, the permitted “high quality” materials are less than 75% of the exterior building elevations on three out of four elevations. The West Elevation (facing Cicero Avenue) is approximately 40% stucco, the North Elevation (facing Pratt Avenue) is approximately 33% stucco, the East Elevation (rear

façade facing toward the masonry wall separating properties) is approximately 29% stucco and the South Elevation is compliant at approximately 15% stucco. Only one of the four elevations meets the requirement of high-quality materials. Overall, looking at all four elevations, the overall percentage of stucco on the entire building is approximately 30%.

Masonry Stucco Usage – Variation: The Petitioner is requesting relief from Zoning Code Section 6.04(4) which prohibits the use of masonry stucco as anything more than a “minor or accent building material.” On three of the four proposed building elevations masonry stucco represents more than a minor or accent building material.

### **Conclusion**

Property Owner Phil Stefani seeks Special Uses, Special Sign Approval and certain Variations to allow redevelopment of the Kow Kow restaurant building into a new Stefani’s Osteria & Bar at 6755 N. Cicero Avenue.

Staff convened the Development Review Team on February 15, 2017. Attached is the report from that review along with responses from the Petitioner in blue. Included in this document are review comments from each participating department representative. It should also be noted that several Plan Commissioner’s previously brought up an issue regarding the walk-in cooler fan/motor being a potential noise concern. The Architect has informed staff that the fan for the walk-in cooler will not be on the cooler itself, but will be located on the building rooftop, inside the mechanical screen. He also noted that the system will generate less sound than the typical HVAC units in that same area of the rooftop (this concern is addressed further in the recommendations noted below). Staff has received no inquiries from the public on this project.

If the Plan Commission determines it is appropriate to recommend approval of the Special Uses, Special Sign Approval and Variations, staff recommends the following conditions:

- 1) An Agreement from the Owner to maintain the hedgerow proposed in the Cicero Avenue right-of-way.
- 2) Painting of the masonry wall (proposed to be painted white) be permitted only on the west side of the wall, facing into the restaurant site. The masonry wall side facing the residential properties to be painted only if agreed to by all the residential properties adjacent to the wall.
- 3) Sound from the walk-in cooler fan/motor to comply with the Environmental Performance Standards for Noise and Vibration, detailed in the Zoning Code, at the property line between the restaurant and residentially-zoned property. Any testing that is necessary to be undertaken to confirm compliance is to be at the Petitioner’s expense.
- 4) Provide a copy of the off-site parking agreement between Stefani’s and the Korean Bethany Presbyterian Church at 4707 W. Pratt Avenue.
- 5) Prior to issuance of a Certificate of Occupancy, a security plan for the building and property shall be submitted and approved by the Police Chief.
- 6) Prior to occupancy, install a Fire Department knox box (key box) at the entrance(s) chosen by the Fire Department.

**Documents Attached**

1. Public Hearing Special Use & Variation Applications
2. Responses to Special Use & Variation Standards
3. Development Review Team Responses from Petitioner
4. Plat of Survey
5. Proposed Plans
6. Site Photos



**VILLAGE OF LINCOLNWOOD Public Hearing Application**  
**Community Development Department Special Use and PUD**

**SUBJECT PROPERTY**

Property Address: 6755 N. Cicero Ave, Lincolnwood, IL

Permanent Real Estate Index Number(s): See attached

Zoning District: B2 Lot Area: 31,817.73 Sq. Ft.

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.

1-story building, trash enclosure, perimeter wood fence

1-story building, trash enclosure, perimeter wood fence

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

**REQUESTED ACTION**

- Special Use - Residential
- Special Use - Non-Residential
- Planned Unit Development (PUD)
- Other

**PROJECT DESCRIPTION**

Describe the Request and Project: Special use request for a restaurant greater than 5,000 SQ.FT., parking count & free standing sign placement.

**PROPERTY OWNER/PETITIONER INFORMATION**

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

Name: Phil Stefani

Address: 1033 W. Van Buren, 5th Fl

Telephone: (312) 275-9000 Fax: ( ) E-mail: claudio@stefanigroup.com

**Petitioner:** *(if Different from Owner)*

Name: Phil Stefani Relationship to Property: Managing Member

Address: 1033 W. Van Buren, 5th Fl, Chicago, IL 60607

Telephone: (312) 275-9000 Fax: ( ) E-mail: \_\_\_\_\_

## REQUIRED ATTACHMENTS \*

Check all Documents that are Attached:

Plat of Survey	<input checked="" type="checkbox"/>	Applicable Zoning Worksheet	<input type="checkbox"/>
Site Plan	<input checked="" type="checkbox"/>	Photos of the Property	<input checked="" type="checkbox"/>
Proof of Ownership	<input checked="" type="checkbox"/>	PDF Files of all Drawings	<input checked="" type="checkbox"/>
Floor Plans	<input checked="" type="checkbox"/>	Elevations	<input checked="" type="checkbox"/>

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

## COST REIMBURSEMENT REQUIREMENT

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

Invoices in connection with this application shall be directed to:

Name: Phil Stefani  
Address: 1033 W. Van Buren, 5th Fl  
City, State, Zip: Chicago, IL 60607

## 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 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:

Phil Stefani  
Digitally signed by Phil Stefani  
Date: 2017.02.24 12:56:13 -06'00'

Signature

Phil Stefani

Print Name

\_\_\_\_\_  
Date

### PETITIONER: *(if Different than Property Owner)*

Phil Stefani  
Digitally signed by Phil Stefani  
Date: 2017.02.24 12:56:25 -06'00'

Signature

Phil Stefani

Print Name

\_\_\_\_\_  
Date

## SPECIAL USE STANDARDS

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

1. Please explain how the Special Use is necessary for the public convenience at this location and the subject property is deemed suitable for the use. (Please explain in detail)

See attached document at the end of this application.

2. Please explain how the Special Use is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.

3. Please explain how this Special Use would not cause substantial injury to the value of other property in the neighborhood in which it is located.





## VILLAGE OF LINCOLNWOOD COMMUNITY DEVELOPMENT DEPARTMENT

### PUBLIC HEARING FEES AND DEPOSIT SCHEDULE

#### Plan Commission

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

#### Zoning Board of Appeals

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

\* Hearing fees are non-refundable.

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



**VILLAGE OF LINCOLNWOOD Public Hearing Application**  
**Community Development Department Variations**

**SUBJECT PROPERTY**

Property Address: 6755 N. Cicero Ave, Lincolnwood, IL

Permanent Real Estate Index Number(s): See attached

Zoning District: B2 Lot Area: 31,817.73 Sq Ft

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.

1-story building, trash enclosure, perimeter wood fence

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

**REQUESTED ACTION**

- |   |   |
|---|---|
| <input type="checkbox"/> Variation - Residential                | <input checked="" type="checkbox"/> Variation - Signs/Special Signs |
| <input checked="" type="checkbox"/> Variation - Non-Residential | <input type="checkbox"/> Minor Variation                            |
| <input type="checkbox"/> Variation - Off-Street Parking         | <input type="checkbox"/> Other                                      |
| <input type="checkbox"/> Variation - Design Standards           |   |

**PROJECT DESCRIPTION**

Describe the Request and Project: Document attached at the end of this application provides description of the requested Variations.

**PROPERTY OWNER/PETITIONER INFORMATION**

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

Name: Phil Stefani

Address: 1033 W. Van Buren, 5th Fl

Telephone: (312) 275-9000 Fax: ( ) E-mail: claudio@stefanigroup.com

**Petitioner:** *(if Different from Owner)*

Name: Phil Stefani Relationship to Property: Managing Member

Address: 1033 W. Van Buren, 5th Fl, Chicago, IL 60607

Telephone: (312) 275-9000 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: Phil Stefani  
Address: 1033 W. Van Buren, 5th Fl  
City, State, Zip: Chicago, IL 60607

## 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:

Phil Stefani

Digitally signed by Phil Stefani  
Date: 2017.02.24 12:53:46 -06'00'

Signature

Phil Stefani

Print Name

Date

### PETITIONER: (if Different than Property Owner)

Phil Stefani

Digitally signed by Phil Stefani  
Date: 2017.02.24 12:53:57 -06'00'

Signature

Phil Stefani

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.

See attached document at the end of this application for a detailed explanation of requested variances.

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.

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.

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

## VARIATION STANDARDS (Continued)

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

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.

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

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.



# 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.

10. The proposed sign complies with any additional standards or conditions set forth in Article XI of the 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.

12. The proposed sign conforms with the design and appearance of nearby structures and signs.



**VILLAGE OF LINCOLNWOOD  
COMMUNITY DEVELOPMENT DEPARTMENT**

**PUBLIC HEARING FEES AND DEPOSIT SCHEDULE**

**Plan Commission**

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

**Zoning Board of Appeals**

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

\* Hearing fees are non-refundable.

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

# Stefani Osteria

Pratt & Cicero, Lincolnwood, IL

## SPECIAL USE – RESTAURANT

- 1. The special use is necessary for the public convenience at that location, and the subject property is deemed suitable for the use:** The site is presently a closed restaurant that had operated at the southeast corner of the intersection for years as it served the local community. The intended use is for a new restaurant on the same site and footprint that will better and successfully meet the needs of the community. The site already has the infrastructure, parking, access and landscape screening for a restaurant. The history of the site, previously being a restaurant, indicates that the new restaurant will not impact the neighborhood in any way that it was not previously impacted other than the new restaurant will be open for their use and convenience.
- 2. The special use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected:** The site presently has curb cuts on both Pratt and Cicero. The one curb cut closest to the intersection is proposed to be closed for driver and pedestrian safety. The operator intends to operate the facility in accordance with all Cook County Health Department standards and will utilize the new proposed trash enclosure, presently there is none, for refuse and receiving.
- 3. The special use would not cause substantial injury to the value of other property in the neighborhood in which it is located:** The existing restaurant is presently an eyesore and in a state of great disrepair. The same is true for the parking lot and site. The new restaurant proposed to sit on the same footprint as the old restaurant building, will be new construction of the finest quality and design. The parking lot is to be resurfaced. The landscaping upgraded and substantially enhanced. And, the operation will service the neighborhood and community at large. All providing for a successful operation bringing greater value to the neighborhood.
- 4. The special use is consistent with the goals and policies of the comprehensive plan:** The site is slated as an open and thriving restaurant in the Comprehensive Plan. The present closed condition does not meet that goal. A new successful restaurant will.
- 5. The special use would not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the underlying zoning district:** The site is presently a restaurant which does not in any way impede the development of surrounding property. The new restaurant will enhance new possible development in the neighborhood.
- 6. The special use is designed to provide adequate utilities, access roads, drainage, or necessary facilities:** The site is presently a restaurant with adequate utilities and access.

The site drainage will be designed in accordance with the Village Stormwater Best Practices and in coordination with the Metropolitan Water Reclamation District of Greater Chicago.

- 7. The special use is designed to provide ingress and egress to minimize traffic congestion on public streets.:** As mentioned in item 2, one of the curb cuts is proposed to be closed for improved safety, reduced congestion at the intersection, and better traffic flow. The other two access points will provide adequate ingress and egress and will be signed under the direction of the police department.

## **SPECIAL USE – PARKING**

- 1. The special use is necessary for the public convenience at that location, and the subject property is deemed suitable for the use:** The existing site parking is in the front and side yards at the intersection and not adjacent to any neighbors. The parking provides for a public convenience for the use of the community while visiting the restaurant.
- 2. The special use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected:** The parking is configured in accordance with the Village guidelines and one of the existing curb cuts is proposed to be eliminated for public safety. The new parking lot configuration allows for better traffic flow.
- 3. The special use would not cause substantial injury to the value of other property in the neighborhood in which it is located:** The parking at the intersection and is as far away from the south and east residential as reasonably possible, thus not effecting property values. The existing restaurant is presently an eyesore and in a state of great disrepair. The same is true for the parking lot and site. The new restaurant , while it is proposed to sit on the same footprint as the old restaurant building, will be new construction of the finest quality and design. The parking lot is to be resurfaced. The landscaping upgraded and substantially enhanced. And, the operation will service the neighborhood and community at large. All providing for a successful operation bringing greater value to the neighborhood.
- 4. The special use is consistent with the goals and policies of the comprehensive plan:** This site is not in the Comprehensive Plan. The goal, however, is to maintain the commercial use. The present closed condition does not meet that goal. A new successful restaurant will.
- 5. The special use would not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the underlying zoning district:** The site is presently a restaurant which does not in any way impede the development of surrounding property. The new restaurant will enhance possible new development in the neighborhood.

6. **The special use is designed to provide adequate utilities, access roads, drainage, or necessary facilities:** The site is presently a restaurant with adequate utilities and access. The site drainage will be designed in accordance with the Village Stormwater Best Practices and in coordination with the Metropolitan Water Reclamation District of Greater Chicago.
7. **The special use is designed to provide ingress and egress to minimize traffic congestion on public streets.:** As mentioned in item 2, one of the curb cuts is proposed to be closed for improved safety, reduced congestion at the intersection, and better traffic flow. The other two access points will provide adequate ingress and egress and will be signed under the direction of the police department.

### **SPECIAL USE – RESTAURANT HOURS**

1. **The special use is necessary for the public convenience at that location, and the subject property is deemed suitable for the use:** The property was previously used as a restaurant. It will serve the community through reasonable hours and the owners will insure that it does not provide a negative impact on the neighborhood.
2. **The special use is so designed, located and proposed to be operated that the public health, safety and welfare will be protected:** The vacant site is currently an eyesore and redeveloping a restaurant on this site will bring vitality to the area, rather than a potentially unsafe vacant building.
3. **The special use would not cause substantial injury to the value of other property in the neighborhood in which it is located:** The property was previously used as a restaurant for many years, and to our knowledge was not a detriment to the surrounding neighborhood. There is already another commercial use on the property across Pratt.
4. **The special use is consistent with the goals and policies of the comprehensive plan:** The site is slated as an open and thriving restaurant in the Comprehensive Plan. The present closed condition does not meet that goal. A new successful restaurant will.
5. **The special use would not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the underlying zoning district:** The site is presently a restaurant which does not in any way impede the development of surrounding property. The new restaurant will enhance new possible development in the neighborhood.
6. **The special use is designed to provide adequate utilities, access roads, drainage, or necessary facilities:** The site is presently a restaurant with adequate utilities and access. The site drainage will be designed in accordance with the Village Stormwater Best Practices and in coordination with the Metropolitan Water Reclamation District of Greater Chicago. This is not affected by the hours the restaurant operates.

- 7. The special use is designed to provide ingress and egress to minimize traffic congestion on public streets.:** As mentioned in item 2, one of the curb cuts is proposed to be closed for improved safety, reduced congestion at the intersection, and better traffic flow. The other two access points will provide adequate ingress and egress and will be signed under the direction of the police department.

## **SPECIAL SIGN**

- 1. 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:** There has been a sign of the same overall dimensions in this location for decades, which we do not understand to have been a detriment to public safety.
- 2. 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:** There is a pole sign at the gas station across Pratt Avenue to the north, of a height taller than the permitted 8' tall monument sign.
- 3. 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:** The proposed sign, which is of the same height as the existing sign, but with less overall sign area, will thereby improve visibility of other nearby signs. Since we are not aware of the existing sign causing any detriment, we do not believe the new, smaller sign area will be detrimental.
- 4. 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:** There are no other commercial properties that could display signs adjacent or near this sign, with the exception of the gas station, which already has a pole sign.
- 5. The special sign satisfies all specific requirements and conditions set forth in this section 11.10:** With approval of the Variations associated with this Special Sign request, the sign will satisfy the requirements in this section of the Village Code.
- 6. The special sign shall in all other respects conform to the applicable regulations of this article:** With approval of the Variations associated with this Special Sign request, the sign will satisfy the regulations in this section of the Village Code.

# Stefani Osteria

Pratt & Cicero, Lincolnwood, IL

## VARIATIONS

8. **The requested major variation is consistent with the stated intent and purposes of this Zoning Ordinance and the Comprehensive Plan:** The below Variations are consistent with the intent of the Zoning Ordinance and Comprehensive Plan.
9. **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 variations are required due to the existing conditions and configuration of the site and the site only.
10. **The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same zoning district:** There are no similar properties in the immediate area exhibiting the characteristics of a vacant, abandoned restaurant requiring redevelopment.
11. **The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property:** The purpose of the variations is to make the site a viable restaurant in lieu of one that is closed.
12. **The alleged difficulty or hardship has not been created by any person presently having an interest in the property:** The existing conditions were not created by the present owners. They were inherited by the owners when they purchased the property. Their goal is to create a successful business for the community.
13. **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 improvements will enhance the neighborhood and are being planned to provide for a safer use of the site.
14. **The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property:** The owners and their consultants have worked closely with Village staff to minimize the number of variations required.
15. **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 variations are planned not to change the supply of air and light to the adjacent properties and will be built to present life/safety standards. The new restaurant will enhance the neighboring property values.

- 16. (for Sign Variations) The proposed variation is consistent with the statement of purpose set forth in section 11.01 of this zoning ordinance:** The proposed signage meets the requirements of the purpose statement, including promoting the health, safety and welfare by enabling the public to safely and adequately identify the business.
- 17. (for Sign Variations) The proposed sign complies with any additional standards or conditions set forth in Article XI of this ordinance:** The proposed signage complies with all other standards of the Village Sign Code.
- 18. (for Sign Variations) The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached:** The proposed signage is complementary in design to the new building architectural design. The existing sign will look new, as will the rest of the site.
- 19. (for Sign Variations) The proposed sign conforms with the design and appearance of nearby structures and signs:** The proposed signage is similar in style (pole sign) to the business immediately to the north. There are no other commercial businesses in the immediate area. All improvements will add value to the neighborhood.

**The Variation Standards are submitted for the following Variations:**

- 1. Variation for reduced Transition Yard**
- 2. Variation to waive the requirement for a minimum 10' landscaped buffer**
- 3. Variation from off-Street parking requirements to reduce required parking spaces**
- 4. Variation to permit parking lot dimensions to be less than the minimum required standards**
- 5. Variation to reduce the Off-Street Parking Perimeter Landscaping area**
- 6. Variation to reduce the interior landscaped parking lot island requirement**
- 7. Variation to reduce the minimum foundation landscaping area**
- 8. Variation to permit the area of a Special Sign greater than the Code allows**
- 9. Variation to permit a pole sign closer than permitted to a property line**
- 10. Variation to allow an illuminated freestanding sign within 75' of a residentially-zoned district**
- 11. Variation to allow a wall sign that is greater than the maximum permitted area**
- 12. Variation to permit less than 75% of each exterior building elevation to maintain the high-quality materials defined in the Village Code**
- 13. Variation to permit masonry stucco as greater than a minor accent material**



**Summary Review**  
**Development Review Team**

**Proposed New Stefani's Restaurant**

6755 North Cicero Avenue

Review Date: March 10-15, 2017

**Nature of Request**

Proposed construction of a new 6,140 square foot (7,752 sq. ft. with 1,612 sq. ft. basement) Stefani's Osteria table-service restaurant, replacing the former Kow Kow Restaurant.

**Village Actions Required (based on zoning review)**

- Special Use (Village Code Chapter 15, Section 5.17) is required for any restaurant over 5,000 sq. ft. in the B2 Zoning District (Village Code Chapter 15, Section 3.04 and Table 4.01.1) This restaurant is 5,425 sq. ft.
- Special Use (Village Code Chapter 15, Section 5.17) required to permit parking in the Front Yard Setback (Pratt Avenue) and the Corner Side Yard Setback (Cicero Avenue) (Village Code Chapter 15, Section 7.06(5))
- Special Use (Village Code Chapter 15, Section 5.17) to allow a business within 150' of a residentially-zoned property to operate after 11:00 P.M. on any day (Village Code Chapter 15, Section 4.07(15)).
- Special Sign Approval (Village Code Chapter 15, Section 11.10) to permit a pole/pylon sign (Village Code Chapter 15, Section 11.04(1) & Village Code Chapter 15, Section 11.10(iv))
- Variation (Village Code Chapter 15, Section 5.15) for reduced Transition Yard across East Property Line, from 30' to 10' (from Walk-in cooler, which is a structure) (Village Code Chapter 15, Section 4.07(3)(a))
- Variation (Village Code Chapter 15, Section 5.15) from off-Street parking requirements to reduce requirement from 55 spaces to 51 provided (Village Code Chapter 15, Section 7.10)
- Variation (Village Code Chapter 15, Section 5.15) to reduce the Off-Street Parking Perimeter Landscaping area along Pratt Avenue from 8' to 3' and eliminate along Cicero Avenue (replaced with 4' wide planting area in Cicero Avenue right-of-way (Village Code Chapter 15, Section 6.14(1))

- Variation (Village Code Chapter 15, Section 5.15) to reduce/eliminate the interior landscaped parking lot island requirement (Village Code Chapter 15, Section 6.14(2))
- Variation (Village Code Chapter 15, Section 5.15) to reduce the minimum foundation landscaping area from 6' to 3' or eliminate in some locations (Village Code Chapter 15, Section 6.15)
- Variation (Village Code Chapter 15, Section 5.15) to permit a Special Sign (pole/pylon sign) with a sign face greater than the maximum permitted 48 sq. ft. (proposal is for 70 sq. ft.) (Village Code Chapter 15, Section 11.10((1)(iv)(3)).
- Variation (Village Code Chapter 15, Section 5.15) to permit a Pole/pylon sign closer than 10' to an exterior property line. Proposal is as close as 3.5' (Village Code Chapter 15, Section 11.10(iv)(5))
- Variation (Village Code Chapter 15, Section 5.15) to waive the requirement for a minimum 10' landscaped buffer along the East and South Property Line. Neither the East or South property line maintains the required masonry wall that would permit a reduction in the landscaped buffer setback to 5' (Village Code Chapter 15, Section 6.16).
- Variation (Village Code Chapter 15, Section 5.15) to allow an illuminated freestanding sign within 75' of a residentially-zoned district (Village Code Chapter 15, Section 11.07(5))
- Variation (Village Code Chapter 15, Section 5.15) to permit parking spaces and drive aisles in a parking lot to be less than the minimum required standards (Village Code Chapter 15, Section 7.06(6)).
- Variation (Village Code Chapter 15, Section 5.15) to permit less than 75% of each exterior building elevation to maintain the required high-quality materials (Village Code Chapter 15, Section 6.04(3)(b)).
- Variation (Village Code Chapter 15, Section 5.15) to permit masonry stucco as more than a minor or accent building material (Village Code Chapter 15, Section 6.04(4)).
- Variation (Village Code Chapter 15, Section 5.15) to allow a wall sign on the north elevation of the building that is greater than the maximum permitted area (Village Code Chapter 15, Section 11.04(2)(iii)(1))

***Total Zoning Relief required: Three Special Uses, One Special Sign Approval and Thirteen Variations. Public Notification was sent to the Lincolnwood Review on March 13<sup>th</sup>.***

## **Summary of Staff Review Comments**

### **A. Planning & Zoning**

1. Note – The Landscape Plan, Architectural Site Plan, and Geometric plan have a number of inconsistencies in parking and drive aisle dimensions, as well as the material and location of the boundary wall. Please revise and provide consistency.

**RESPONSE: Noted. Inconsistencies have been addressed and all plans have matching dimensions**

2. Building should be designed consistent with Village's design requirements (Village Code Chapter 15, Section 6.04(3)). Less than 75% of each exterior building elevation consists of high-quality materials, as required. Further, stucco, which is permitted only as a minor or accent building material, is being utilized as a primary building material. Revise Building elevations to incorporate more of the required high-quality materials.

**RESPONSE: Added masonry material to tower element. See revised drawings.**

3. The required "Masonry wall" is one that shall be constructed of masonry product permitted by Village Codes, such as stone or brick. A CMU block wall covered with stucco does not meet that requirement. Revise plans to show a brick or stone wall.

**RESPONSE: Noted plans show 8'-0" high masonry wall.**

4. It is recommended that the pole/pylon sign be revised to at least conform with the maximum permitted area, per Village Code Chapter 15, Section 11.10(1)(iv)(3). In addition, review the Standards that must be met to approve a Special Sign and confirm the standards are established (Village Code Chapter 15, Section 11.10(5))

**RESPONSE: The proposed sign area is less than the existing and is less than the allowable 48 square feet.**

5. Consolidate all lots into one lot through a Plat of Consolidation (Requires a Final plat of Consolidation and a Preliminary plat waiver)(Village Code Chapter 16, Section 16-4-3 and 16-3-4) This is a separate Zoning Process, to be reviewed at later date.

**RESPONSE: Plat of Consolidation drawing is ready. Will be submitted separately.**

6. Remove the small sliver landscaped area (containing 10 Daylillies) at the northwest corner of the restaurant, and extend the adjacent sidewalk into this area. Reconfigure the sidewalk to align with the curvature of the adjacent curb. The present design does not allow passengers exiting their vehicles in the valet area to step onto a sidewalk.

**RESPONSE: Sliver landscaped area has been removed and is now reconfigured as sidewalk. Please see sheet GM1.**

7. Insure the drive aisle in front of the restaurant entrance is 24' from face of curb to face of curb and that there is a minimum 2' wide sidewalk along the entire front of the restaurant to provide the opportunity for car doors to be opened and for passengers exiting to walk on a sidewalk rather than in the drive aisle.

**RESPONSE: The proposed drive aisle is 6" wider than existing. See attached Car stack plan for clarification. Variance has been requested for a drive isle of 22.5 feet from face of curb to face of curb.**

8. Provide information detailing how vehicles will circulate on the site. It appears problematic for vehicles entering from Pratt to valet park. It also appears difficult for two way traffic to utilize the drive aisle by the restaurant front door when vehicles utilizing the valet stack-up. Provide information detailing how these issues will be resolved.

**RESPONSE: Please see revised Car Stacking exhibit.**

9. Please confirm that pervious pavers are an acceptable material in handicapped-accessible parking spaces.

**RESPONSE: Documentation will be provided by manufacturer.**

## **B. Engineering**

### SITE IMPROVEMENT PLANS

#### Sheet GN-1

1. The curb details should be revised to remove the reference to the Village of Naperville.

**RESPONSE: Noted. Please see sheet GN1.**

2. The paver detail should be revised to reflect that the concrete retaining curb shall be abutting existing pavement versus turf in this project.

**RESPONSE: Noted. Please see revised paver detail on sheet GN.**

3. The dimensioning of the layer thickness in the paver detail should be consistent with the MWRDGC standard detail found on sheet WMO.

Sheet DEMO

**RESPONSE: Noted. Please see revised paver detail on sheet GN.**

4. The disconnection of the existing water service on sheet DEMO should be revised to be made at the main under the Cicero Avenue pavement and not within the north parkway.

**RESPONSE: Noted. Please see sheet new note on DEMO and refer to UT1 for water main disconnection details.**

5. Village staff should inspect the existing sidewalk and roadway curb & gutter along the perimeter of the site to see if any sections should be replaced in conjunction with the proposed development and their removals added to plan sheet DEMO and their construction onto sheet GM1.

**RESPONSE: Note has been added to sheet DEMO.**

Sheet GM1

6. The type of proposed curbing (B6.12 or B6) should be called out on sheet GM1.

**RESPONSE: Noted. Please see note number 6 on sheet GM1.**

7. The values of the dimensioned widths of the south parking area is not consistent the values found on Architectural Plan Sheet A1. The two documents shall be coordinated.

**RESPONSE: Noted. Inconsistencies have been addressed and all plans have matching dimensions.**

8. The dimensioned width of the drive aisle on the west side of the new building varies from that shown on Architectural Plan Sheet A1. The two documents shall be coordinated.

**RESPONSE: Variance has been requested for a drive isle of 22.5 feet from face of curb to face of curb. Dimension has been coordinated on all plans.**

Sheet UT1

9. The routing of the proposed water service shall be revised to place it within the same excavation in Cicero Avenue that is required to disconnect the existing service line.

**RESPONSE: Existing watermain to be abandoned. Please see updated watermain notes on sheet UT1.**

10. The proposed water service line should be augured under the Cicero Avenue pavement (in a casing pipe) and terminate with a receiving pit at the point of new connection, if possible, to minimize the pavement disturbance and traffic disruption. We acknowledge that IDOT will have final say over whether they will allow an open-cutting of their pavement or not.

**RESPONSE: Proposed water service will be augured under Cicero Avenue with a receiving pit. Please see updated water main notes on sheet UT1.**

11. The proposed water service will pass under the existing parking lot storm sewer that will be maintained. The main shall be cased or the storm sewer replaced for 10-feet on either side to provide the required IEPA separation and protection.

**RESPONSE: Watermain to be protected with a 20' casing while maintaining 18" of separation. Please see updated watermain notes on sheet UT1.**

12. The proposed north invert in the existing storm structure along Cicero Avenue should be verified as it appears to be higher than the upstream drain tile invert.

**RESPONSE: Existing storm structure (R=610.34) along Cicero Avenue has a north invert elevation of 603.79. This is lower than any proposed upstream drain tile invert elevation.**

13. The engineer shall verify the invert elevations for the proposed permeable pavement underdrains. Per the WMO standard detail, the invert should be 13.5 inches (1.5+2+10) or 1.13 feet below the top of pavement elevation. The proposed inverts are 1.00 feet below the top of pavement. It may be that the thickness of the paving brick was not factored in.

**RRESPONSE: Proposed underdrain inverts have been corrected following the WMO standard detail for permeable pavement underdrains. Please see updated invert elevations on sheet UT1.**

14. The engineer should verify the bottom elevation of the clean outs. Per the same WMO detail, the bottom of the cleanout should be 19.5 inches (1.5+2+10+6) or 1.63 feet. The proposed inverts are 2.3 to 2.5 feet below the top of pavement.

**RESPONSE: Proposed underdrain inverts have been corrected following the WMO standard detail for permeable pavement underdrains. Cleanouts and invert for underdrains are at the same elevation.**

Sheet SE1

15. Approximate dates should be added for the work tasks listed under SITE DESCRIPTION, paragraph B.

**RESPONSE: Approximate construction dates have been added. Please see sheet SE1.**

Sheet SE3

16. The proposed concrete washout area should be relocated from the public parkway along Cicero Avenue onto the project site on sheet SE3.

**RESPONSE: Proposed concrete washout has been moved from public parkway along Cicero to project site. Please see SE3 for new location.**

Sheet D1

17. A standard detail for the proposed grease interceptor should be added to plan sheet D1.

***\*Stormwater Comments (#'s 18-21) will follow later.***

#### CAR STACKING AND AUTO TURNING EXHIBIT

22. The exhibit should be modified to show the movement of a fire vehicle on the site; especially accessing the proposed fire department connection.

**RESPONSE: A new Turning Exhibit has been included. Please see attached exhibit.**

#### PHOTOMETRIC PLAN AND LIGHTING CATALOG CUTS

23. The date listed in the Calculation Summary Table shown on the Photometric Plan does not meet the requirements specified in the Village Ordinance Section 6.07, Outdoor Lighting Standards ¶(2)d. The lighting levels are to be as follows for a commercial development:

- Minimum IES Illumination Level = 0.2 fc
- Maximum IES Illumination Level = 2.1 fc
- Maximum to Minimum Ratio = 10.5:1
- Average to Minimum Ratio = 3:1 \*

\*There were no calculation results listed for these criteria in the Calculation Summary Table.

The photometrics shall be revised accordingly.

**RESPONSE: Revised photometric plan attached.**

24. Per Village Lighting Ordinance Section 6.07, ¶(2)c, lighting intensity at the property line cannot exceed 0.5 fc. The lighting levels shown in the southeast corner of the site exceed this foot-candle level. The Photometric Plan shall be revised accordingly.

25. The proposed light standard located in the island in the southwest corner of the building is in direct conflict with the proposed water main. Please revise Utility Plan and Photometric Plan accordingly.

26. The plan did not include any site electrical construction details or plans. Please provide a Site Electrical Plan for review which includes light pole foundation details, conduit and wire details, conduit plan electrical connections to the proposed building and information as to how exterior lighting is controlled.

27. The lighting cuts provided for review were generic and did not specify project specific model numbers for the poles and luminaires. Please provide project specific catalog cuts.

28. From the architectural elevations provided for review, there are proposed wall lighting units. These lighting units were not included in the photometric calculations and catalog cuts were not provided for review. Per Section 6.07, ¶(3)b, wall lighting shall be full cut off and fully shielded. Please provide this information in the next submittal and add the wall lighting to the photometric calculations.

#### GENERAL COMMENTS

29. The next engineering submission shall include a comment response letter.

#### **C. Public Works**

1. The plans depict an 8" service line for this property. Staff believes a 6" line may suffice, however, if you choose to go ahead with an 8" is necessary, then there is no concern with it being connected on Cicero.

**RESPONSE: Plans have been updated to reflect a 6" sanitary service line.**

2. Curb Cuts:

- Removal of the north entrance on Cicero Avenue should have the concrete removed and curb restored in such a manner that is acceptable to the Village Engineer. Recommend planting an additional parkway tree in this location; the species of which would need to be approved by the Director of Public Works.

**RESPONSE: No new trees are proposed in right-of-way.**

- Any disturbed parkway at both should be restored using topsoil and sod.

**RESPONSE: Please see note number 4 on sheet GR1.**

3. The existing sidewalk appears to be in good condition; however any replacement must meet the existing width.

**RESPONSE: Noted.**

4. If the developer were to decide to include landscaping within the public right-of-way, it will need to meet the Village's requirements for line of sight at intersections.

**RESPONSE: No new trees are proposed within the public right-of-way.**

**D. Landscaping**

1. Please indicate the site lighting and any utility boxes on the landscape plan. It is important to show any proposed standalone poles so that conflicts with proposed trees can be identified and adjusted. It is also good to know where the utility service boxes are located so that they can be screened with landscaping.

**RESPONSE: Site lighting locations have been added to the landscape plan as requested.**

2. It is important that the mature evergreen trees along the south property line should remain after the proposed development. The existing evergreen trees might be planted on the adjoining property but their effective screening growth occurs on the applicant's side. The applicant should show preservation techniques for these trees and their overhanging branches.

**RESPONSE: No construction work is planned at the south edge of the existing parking lot.**

3. It appears there is a wooden fence proposed along the south property line. If so, please confirm it will not impact the existing evergreen trees in that location. Also, please provide a detail of the fence showing material, design and height.

**RESPONSE: The wood fence has been removed from the south property line.**

4. Consider replacing the proposed feather red grass along the east end of the south property line with upright Arborvitae.

**RESPONSE: The Feather Reed Grass have been removed and replaced with Arborvitae as requested.**

5. Provide a concrete pad at the south facade emergency exit door leading through the foundation landscaping area immediately south to the paved parking area.

**RESPONSE: A concrete pad has been added as requested.**

6. Add a note to the Landscape Plan stating that all groundcover shall be planted no less than 12" on-center.

**RESPONSE: The plant palette consists of shade, evergreen and ornamental trees, shrubs, perennials and grasses – ground cover is not proposed.**

#### **E. Fire Department**

1. The actual load will need to be calculated by the factors indicated in the 2012 *Life Safety Code* "Table 7.3.1.2 Occupant Load Factor". (Assembly without fixed seating – Unconcentrated – Tables & Chairs – 15 sq. ft. per person net.)
2. A NFPA 13 compliant sprinkler system shall be installed throughout. (**2009 International Fire Code – 903.2.1.2 Group A-2.** An *automatic sprinkler system* shall be provided for Group A-2 occupancies where one of the following conditions exists: 1. The *fire area* exceeds 5,000 square feet (464m<sup>2</sup>).)
3. The Fire department connection will be a 5" Storz on a thirty-degree turn down.
4. A complete fire alarm system compliant with NFPA 72 National Fire Alarm & Signaling Code shall be provided as required by NFPA 101 *Life Safety Code*.
5. The fire alarm system is required to be connected to the fire department dispatch center by way of the Village of Lincolnwood fire alarm radio network. The fire alarm contractor will be required to coordinate with the Village of Lincolnwood for installation of the radio by the Village's radio contractor at the completion of the alarm systems installation.

#### **F. Police Department**

1. We recommend stop signs be installed at both exit driveways. In addition directional signage should be considered at both driveways. No left turns should be allowed onto Cicero Avenue due to traffic congestion of motorists traveling northbound on Cicero. A right turn only sign is appropriate.

**RESPONSE: Stop signs and no left turn signs have been added where applicable. Please see sheet GM1.**

2. Submit a Security Plan for the new building with approval by the Police Chief prior to issuance of the Certificate of Occupancy to include alarms, sensor lights, video surveillance cameras, and intrusion detectors made visible to potential offenders and to assist in any criminal investigation
3. Ensure that all alcoholic beverage servers obtain certified Beverage Alcohol Sellers/Servers Education & Training (BASSET) as stipulated by the Illinois Liquor Control Commission

### **Additional Documents Required/Requested**

- The calculation of all spaces for occupancy loads, exit requirements, and travel distances to be provided in accordance with 2012 Life Safety Code "Table 7.3.1.2 Occupant Load Factor"
- Roof plan.
- Comprehensive directional sign package.

### **Recommended Development Approval Conditions**

Below are staff's recommended development conditions:

#### **1) Security Plan**

Prior to issuance of Certificate of Occupancy, a Security Plan for the building and property shall be submitted & approved by the Police Chief

#### **2) Knox Box installation**

Prior to occupancy, install a Fire Department Knox Box (key box) at the entrance(s) chosen by the Fire Department.

PROFESSIONALS ASSOCIATED SURVEY, INC.

PROFESSIONAL DESIGN FIRM NO. 184-03023  
 7100 N. TRIPP AVE. LINCOLNWOOD, ILLINOIS 60712  
 TEL. (847) 678-3000 FAX (847) 678-2167  
 e-mail: pa@professionalsassociated.com  
 www.professionalsassociated.com

ALTA/NSPS LAND TITLE SURVEY  
 OF

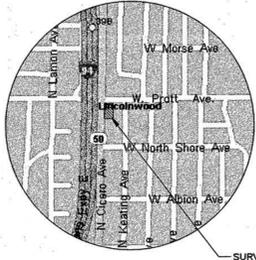


GRAPHIC SCALE



( IN FEET )  
 1 inch = 15 ft.

VICINITY MAP



**PARCEL 1:**  
 LOT 36 IN BLOCK 7 IN GOODSON AND WILSON'S PRATT BOULEVARD AND CICERO AVENUE HIGHLANDS, BEING A SUBDIVISION OF THAT PART LYING NORTH OF THE SOUTH 35 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 LYING WEST OF THE SOUTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**  
 THAT PART OF THE VACATED ALLEY LYING EAST OF AND ADJOINING THE SOUTH 16 FEET OF LOT 36 IN BLOCK 7 IN GOODSON AND WILSON'S PRATT BOULEVARD AND CICERO AVENUE HIGHLANDS, AFORESAID, AND LYING WEST OF THE WEST LINE OF LOT 1 IN BLOCK 7 IN LINCOLNWOOD TERRACE, A SUBDIVISION IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXTENDED TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT 36, PRODUCED EAST (EXCEPT THAT PART THEREOF WHICH FALLS BOTH IN THE EAST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY AND IN THE SOUTH 1/2 OF THE EAST AND WEST VACATED ALLEY) WHICH SAID ALLEYS WERE VACATED BY AN ORDINANCE RECORDED MAY 18, 1956 AS DOCUMENT 16584578, IN COOK COUNTY, ILLINOIS.

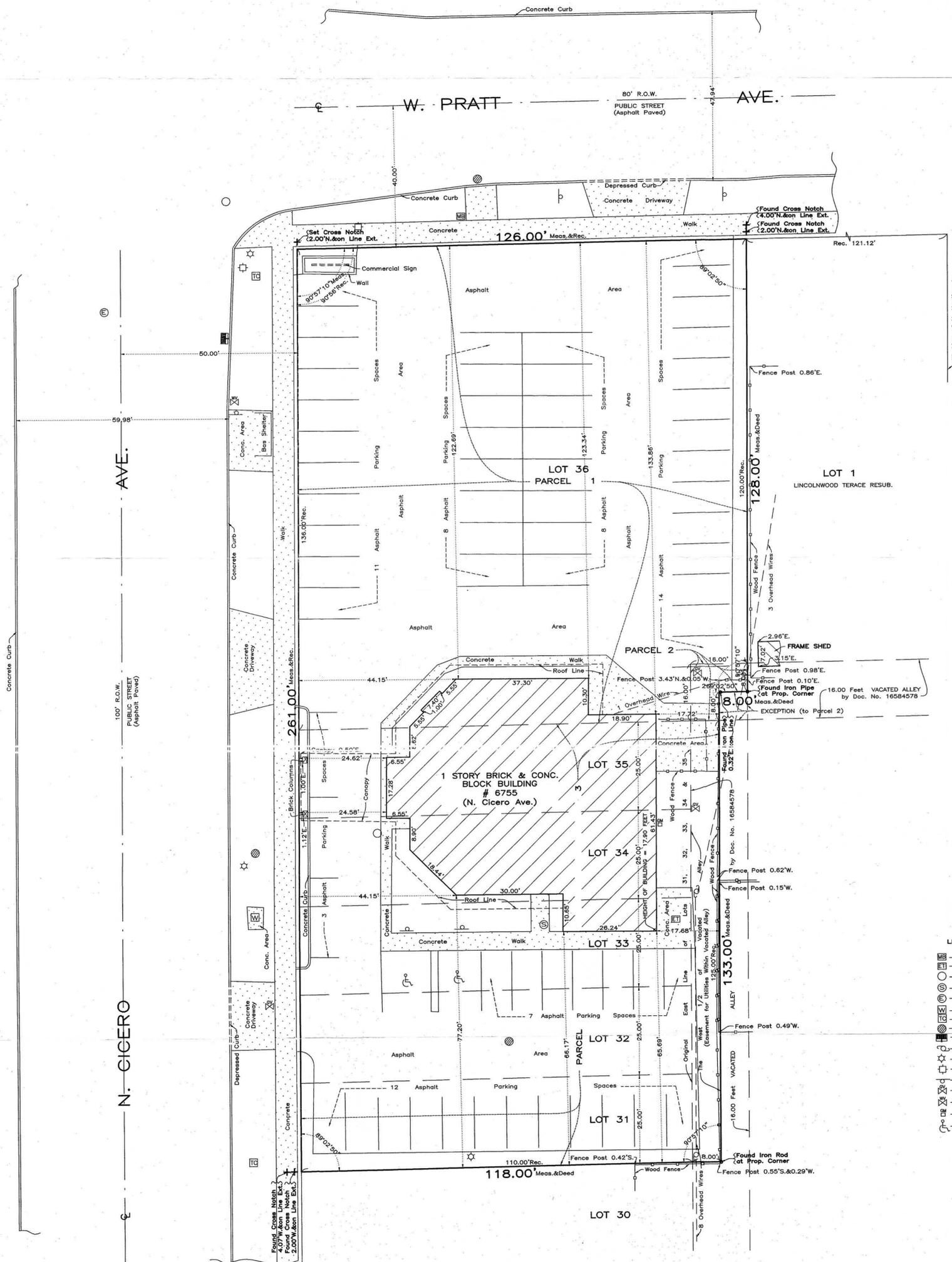
**PARCEL 3:**  
 LOTS 31 TO 35, BOTH INCLUSIVE, TOGETHER WITH THE WEST 1/2 OF THE NORTH AND SOUTH VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS 31 TO 35, INCLUSIVE, IN BLOCK 7 IN GOODSON AND WILSON'S PRATT BOULEVARD AND CICERO AVENUE HIGHLANDS, BEING A SUBDIVISION OF THAT PART LYING NORTH OF THE SOUTH 35 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 LYING WEST OF THE SOUTHWESTERLY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LAND TOTAL AREA: 31,817.73 SQ. FT. = 0.7304 ACRE.

EXTERIOR FOOTPRINT AREA OF BUILDING: 4,252.70 SQ. FT.

COMMONLY KNOWN AS: 6755 NORTH CICERO AVENUE, LINCOLNWOOD, ILLINOIS.

PERMANENT INDEX NUMBERS: 10-34-300-001-0000, 10-34-300-006-0000, 10-34-300-007-0000, 10-34-300-008-0000, 10-34-300-009-0000 & 10-34-300-010-0000.



- LEGEND:**
- MB - MAIL BOX
  - ET - ELECTRIC TRANSFORMER
  - - MANHOLE
  - ⊗ - SEWER MANHOLE
  - ⊕ - ELECTRIC MANHOLE
  - ⊖ - WATER MANHOLE
  - ⊗ - TRAFFIC CONTROL MANHOLE
  - ⊖ - CATCH BASIN
  - ⊖ - INLET
  - - UTILITY POLE
  - ⊗ - LIGHT POLE
  - ⊗ - TRAFFIC SIGNAL LIGHT
  - ⊗ - TRAFFIC SIGN
  - ⊗ - GAS VALVE
  - ⊗ - WATER VALVE
  - ⊗ - GAS METER
  - ⊗ - DISABLED PARKING

**NOTE:**  
 PARKING SPACES:  
 REGULAR .....63  
 DISABLED .....2  
 TOTAL PARKING SPACES.....65



TO:  
 -CHICAGO TITLE INSURANCE COMPANY  
 THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 7(b), 7(c), 8, 9 & 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON October 5, 2016.

DATE OF PLAT November 3, 2016.

Hilton E. Donaldson  
 IL PROF. LAND SURVEYOR NUMBER 035-002819 MY LICENSE EXPIRES NOVEMBER 30, 2016.  
 Drawn by JR

BASIS: CHICAGO TITLE INSURANCE COMPANY.  
 COMMITMENT NO. 1459 ST5153022 BNC  
 EFFECTIVE DATE: SEPTEMBER 6, 2016.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.  
 ORDER NO.: 16-91188  
 SCALE: 1 INCH = 15 FEET.

DATE OF FIELD WORK: October 5, 2016.  
 ORDERED BY: TIMM & GARFINKEL, LLC  
 Attorneys at Law

FLOOD CERTIFICATE:  
 ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP OF VILLAGE OF LINCOLNWOOD, ILLINOIS DATED August 19, 2008, COMMUNITY PANEL NUMBER 171021 0285 J, THIS PROPERTY IS IN A MINIMUM FLOOD AREA AND IS DESIGNATED AS ZONE "X"  
 (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).  
 NO FIELD SURVEYING WAS PERFORMED BY UNDERSIGNED SURVEYOR TO DETERMINE THIS ZONE.

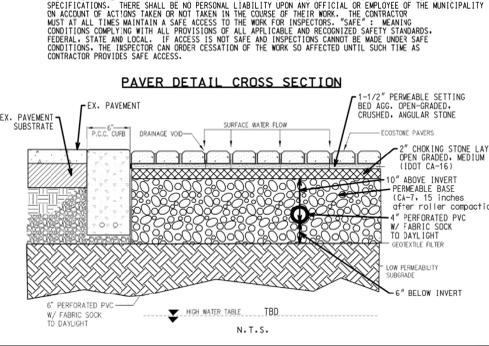
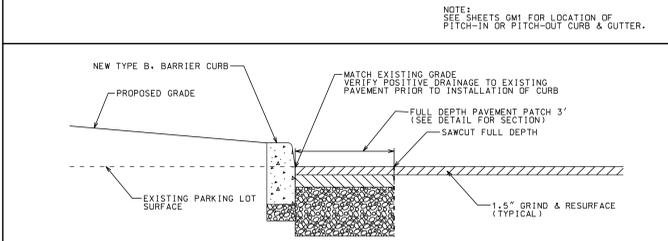
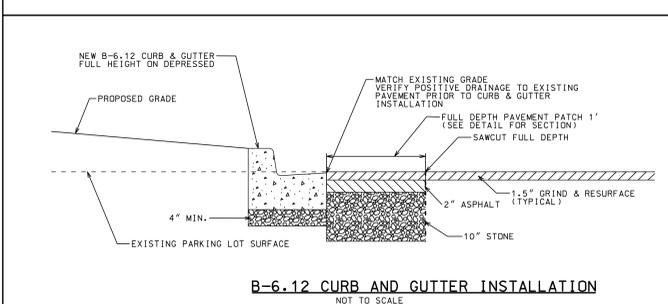
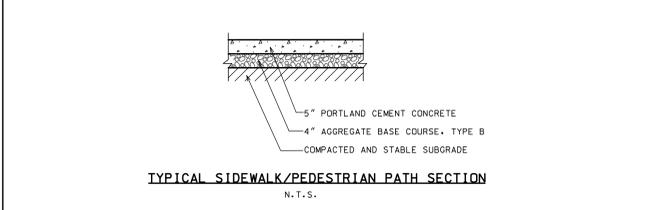


- GENERAL NOTES**
- REFERENCED CODES
    - ALL PAVEMENT AND STORM SEWER CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SSBCC) AND SUPPLEMENTAL SPECIFICATIONS AND REQUIREMENTS (SSR) ADOPTED APRIL 1, 2016 BY ILLINOIS DEPARTMENT OF TRANSPORTATION AND ALL AMENDMENTS THEREON AND IN ACCORDANCE WITH THE LATEST EDITION OF THE CODE OF THE MUNICIPALITY, EXCEPT AS MODIFIED HEREIN. IN CASE OF CONFLICT, MUNICIPAL CODE SHALL TAKE PRECEDENCE.
    - ALL SANITARY SEWER AND WATERMAIN CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, PUBLISHED JANUARY 2014, AND IN ACCORDANCE WITH THE CODE OF THE MUNICIPALITY EXCEPT AS MODIFIED HEREIN OR BY ANY PUBLIC AGENCY PERMITS ISSUED FOR THIS PROJECT. IN CASE OF CONFLICT, THE MORE RESTRICTIVE PROVISIONS SHALL APPLY.
    - ALL SIDEWALK AND PUBLIC AREAS MUST BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ADA, ILLINOIS HANDICAP ACCESSIBILITY AND ANY APPLICABLE LOCAL ORDINANCES. WHEN CONFLICTS EXIST BETWEEN THE GOVERNING AGENCIES, THE MORE STRINGENT SHALL GOVERN.
    - THE CITED STANDARD SPECIFICATIONS, CODES AND PERMITS, WITH THESE CONSTRUCTION PLANS AND DETAILS, ARE ALL TO BE CONSIDERED PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE CONSIDERED A PART OF THIS CONTRACT.
  - UTILITY LOCATIONS
    - THE UTILITY COMPANIES HAVE BEEN CONTACTED IN REFERENCE TO UTILITIES THEY OWN AND OPERATE WITHIN THE LIMITS FOR THIS PROJECT. DATA FROM THESE AGENCIES HAS BEEN INCORPORATED INTO THE PLANS. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM OR ESTABLISH THE EXISTENCE OF ALL UTILITY FACILITIES AND THEIR EXACT LOCATIONS, AND TO SAFELY SCHEDULE ALL UTILITY RELOCATIONS. FOR ADDITIONAL INFORMATION, THE AGENCIES LISTED ON THIS SHEET MAY BE CONTACTED.
    - THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE ENGINEER DOES NOT WARRANT THE LOCATION OF ANY EXISTING UTILITIES SHOWN ON THE PLANS. THE CONTRACTOR SHALL CALL 811 (1-800-955-5123) AND THE MUNICIPALITY FOR UTILITY LOCATIONS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE MUNICIPALITY TWENTY-FOUR (24) HOURS PRIOR TO STARTING ANY CONSTRUCTION.
    - EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF THESE UTILITY LINES AND FOR INSTALLING PAYMENT BASE, BENCH, SURFACE, AND PRIOR TO PLACING ANY CONCRETE AFTER FORMS HAVE BEEN SET.
    - NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN APPROVED BY THE MUNICIPALITY. APPROVAL TO DETERMINE THE EXACT LOCATION OF THESE UTILITY LINES AND FOR INSTALLING PAYMENT BASE, BENCH, SURFACE, AND PRIOR TO PLACING ANY CONCRETE AFTER FORMS HAVE BEEN SET.
    - AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.
  - UNDERGROUND NOTES
    - UNDERGROUND WORK SHALL INCLUDE TRENCHING, INSTALLATION OF PIPE, CASTINGS, STRUCTURES, BACKFILLING OF TRENCHES AND COMPACTION AND TESTING AS SHOWN ON THE CONSTRUCTION PLANS, FITTINGS AND ACCESSORIES NECESSARY TO COMPLETE THE WORK MAY NOT BE SPECIFIED BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.
    - WHERE SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER, EXISTING DRAINAGE STRUCTURES AND SYSTEMS SHALL BE CLEANED OF DEBRIS AND PATCHED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE. THIS WORK SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE EACH FOR STRUCTURES AND CONTRACT UNIT PRICE PER LINEAL FOOT FOR SYSTEMS WHICH SHALL BE PAID FOR IN THE FORM OF MAINTENANCE BOND IN THE AMOUNT OF 10% OF DEBRIS AND DIRT. DRAINAGE STRUCTURES AND SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT SHALL BE MAINTAINED BY THE CONTRACTOR AT HIS EXPENSE. NO PAYMENT WILL BE MADE FOR CLEANING STRUCTURES OR SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT.
    - ANY DETERIORATION OF SEWER AND WATER TRENCHES AS WELL AS TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK UNLESS THERE IS A SPECIFIC LINE ITEM FOR DETERIORATION. IN THE EVENT THAT SOFT MATERIALS WITH UNDEFINED COMPRESSIVE STRENGTH LESS THAN 0.5 TSI ARE ENCOUNTERED IN SEWER CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN APPROVAL OF THE OWNER AND/OR ENGINEER TO OVER-EXCAVATE TO A DEPTH OF ONE (1) FOOT BELOW THE BOTTOM OF THE PIPE AND BACKFILL WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE.
    - DRAINAGE BACKFILL WILL BE REQUIRED FOR THE FULL TRENCH DEPTH WITHIN TWO (2) FEET OF PROPOSED OR EXISTING PAVEMENTS, UTILITIES, DRIVEWAYS, AND SIDEWALKS AND EXTENDING A DISTANCE EQUAL TO A 1:1 SLOPE PER SUBGRADE ELEVATION TO TOP OF PIPE. TRENCH BACKFILL SHALL BE COMPACTED IN ACCORDANCE WITH MATERIAL SPECIFICATIONS SET FORTH WITH WORK SHALL NOT BE PERMITTED. THE COST OF THIS CONSTRUCTION SHALL BE CONSIDERED INCIDENTAL TO THIS CONTRACT AND SHALL BE INCLUDED IN THE UNIT PRICE OF THE PIPE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.
    - THE CONTRACTOR SHALL INSTALL A 4" X 4" X 8" NOMINAL POST AT THE TERMINUS OF THE SANITARY, WATER AND STORM SERVICE, SANITARY AND STORM MANHOLES, CATCH BASINS, INLETS AND WATER VAULTS. THE POST SHALL EXTEND 4" ABOVE THE GROUND SURFACE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING OR FROM LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE REPAIRED BY THE CONTRACTOR AT HIS COST.
    - HYDRANTS SHALL NOT BE FLUSHED DIRECTLY ON THE ROAD SUBGRADES. WHENEVER POSSIBLE, HOSES SHALL BE USED TO DIRECT THE WATER INTO LOT AREAS OR THE STORM SEWER SYSTEM (IF AVAILABLE). DAMAGE TO THE ROAD SUBGRADE OR LOT GRADING DUE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING OR FROM LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE REPAIRED BY THE CONTRACTOR AT HIS COST.
    - ALL TOP OF FRAMES FOR STORM AND SANITARY SEWERS AND VALVE VAULT COVERS ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE. THIS ADJUSTMENT IS TO BE MADE BY THE SEWER AND WATER CONTRACTOR AND THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISH GRADE WILL NOT ALLEVIATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE MUNICIPALITY UPON FINAL INSPECTION OF THE PROJECT. FINAL GRADES TO BE DETERMINED BY THE MUNICIPALITY AT THE TIME OF FINAL INSPECTION AND MAY VARY FROM PLAN GRADE.
    - SLEEVES FOR UTILITY (CONDUIT, TELEPHONE, ETC.) STREET CROSSINGS, SHALL BE INSTALLED WHERE DIRECTED BY THE OWNER. SLEEVES SHALL BE 4" PVC INSTALLED 36" BELOW THE TOP OF CURB AND EXTEND TWO FEET OUTSIDE THE CURB. TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL.
    - THE CONTRACTOR SHALL VERIFY THE SIZE AND INVERT ELEVATION OF ALL CONNECTIONS TO AVOID ANY CONFLICTS BEFORE STARTING WORK. NOTIFY OWNER OF ANY DISCREPANCIES.
    - IT SHALL BE UNDERSTOOD THAT NEITHER THE MUNICIPALITY, ITS OFFICIALS, CONSULTANTS, NOR ITS EMPLOYEES ARE AGENTS OR REPRESENTATIVES OF THE OWNER. NONE-THE-LESS, THE MUNICIPALITY, ITS OFFICIALS AND EMPLOYEES ARE TO BE PROVIDED SAFE ACCESS TO ALL PHASES OF ALL WORK PERFORMED ON THE PROJECT SITE TO MONITOR THE QUALITY OF THE WORK AND ASSURE ITS CONFORMITY WITH THE PLANS AND SPECIFICATIONS. THERE SHALL BE NO PERSONAL LIABILITY UPON ANY OFFICIAL OR EMPLOYEE OF THE MUNICIPALITY ON ACCOUNT OF ACTIONS TAKEN OR NOT TAKEN IN THE COURSE OF THEIR WORK. THE CONTRACTOR MUST AT ALL TIMES MAINTAIN A SAFE ACCESS TO THE WORK FOR INSPECTORS. "SAFE" MEANS CONDITIONS COMPLYING WITH ALL PROVISIONS OF ALL APPLICABLE AND RECOGNIZED SAFETY STANDARDS, FEDERAL, STATE AND LOCAL. IF ACCESS IS NOT SAFE AND INSPECTIONS CANNOT BE MADE UNDER SAFE CONDITIONS, THE INSPECTOR CAN ORDER CESSATION OF THE WORK SO AFFECTED UNTIL SUCH TIME AS CONSTRUCTION PROVIDES SAFE ACCESS.

- GENERAL EXCAVATION/UNDERGROUND NOTES**
- SLOPE SIDES OF EXCAVATIONS TO COMPLY WITH CODES AND ORDINANCES HAVING JURISDICTION. SHORE AND BRACE WHERE SLOPING IS NOT POSSIBLE EITHER BECAUSE OF SPACE RESTRICTIONS OR STABILITY OF MATERIAL EXCAVATED. MAINTAIN SIDES AND SLOPES OF EXCAVATIONS IN A SAFE CONDITION UNTIL COMPLETION OF BACKFILLING.
  - PROVIDE MATERIALS FOR SHORING AND BRACING, SUCH AS SHEET PILING, UPRIGHTS, STRINGERS AND CROSS BRACES, IN GOOD SERVICEABLE CONDITION. PROVIDE MINIMUM REQUIREMENTS FOR TRENCH SHORING AND BRACING TO COMPLY WITH CODES AND AUTHORITIES HAVING JURISDICTION. MAINTAIN SHORING AND BRACING IN EXCAVATIONS REGARDLESS OF TIME PERIOD EXCAVATIONS WILL BE OPEN, CARRY DOWN SHORING AND BRACING AS EXCAVATION PROGRESSES IN ACCORDANCE WITH OSHA AND GOVERNING AUTHORITY.
  - PREVENT SURFACE WATER AND SUBSURFACE OR GROUNDWATER FROM FLOWING INTO EXCAVATIONS. REMOVE WATER TO PREVENT SORTING OF FOUNDATION BOTTOMS, UNDERCUTTING FOOTINGS, AND SOIL CHANGES DETRIMENTAL TO STABILITY OF SUBGRADES AND FOUNDATIONS. PROVIDE AND MAINTAIN PUMPS, SUMPS, SUCTION AND DISCHARGE LINES AND OTHER DRAINING SYSTEM COMPONENTS NECESSARY TO REMOVE WATER AWAY FROM EXCAVATIONS. CONVEY WATER REMOVED FROM EXCAVATIONS AND RAINWATER TO COLLECTING OR RUN-OFF AREAS ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION. PROVIDE AND MAINTAIN TEMPORARY DRAINAGE DITCHES AND OTHER DIVERSIONS OUTSIDE EXCAVATION LIMITS FOR EACH STRUCTURE. DO NOT USE TRENCH EXCAVATIONS AS TEMPORARY DRAINAGE DITCHES.
  - IMMEDIATELY REPORT CONDITIONS THAT MAY CAUSE UNSOUND BEARING TO THE OWNER/DEVELOPER BEFORE CONTINUING WORK.

- FINAL ACCEPTANCE**
- ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT AND THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THIS PERIOD. THIS GUARANTEE SHALL BE PROVIDED IN THE FORM OF MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE COST OF IMPROVEMENTS.
  - BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.
  - NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN APPROVED BY THE MUNICIPALITY. APPROVAL TO DETERMINE THE EXACT LOCATION OF THESE UTILITY LINES AND FOR INSTALLING PAYMENT BASE, BENCH, SURFACE, AND PRIOR TO PLACING ANY CONCRETE AFTER FORMS HAVE BEEN SET.
  - AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.

- UNDERGROUND NOTES**
- UNDERGROUND WORK SHALL INCLUDE TRENCHING, INSTALLATION OF PIPE, CASTINGS, STRUCTURES, BACKFILLING OF TRENCHES AND COMPACTION AND TESTING AS SHOWN ON THE CONSTRUCTION PLANS, FITTINGS AND ACCESSORIES NECESSARY TO COMPLETE THE WORK MAY NOT BE SPECIFIED BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.
  - WHERE SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER, EXISTING DRAINAGE STRUCTURES AND SYSTEMS SHALL BE CLEANED OF DEBRIS AND PATCHED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE. THIS WORK SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE EACH FOR STRUCTURES AND CONTRACT UNIT PRICE PER LINEAL FOOT FOR SYSTEMS WHICH SHALL BE PAID FOR IN THE FORM OF MAINTENANCE BOND IN THE AMOUNT OF 10% OF DEBRIS AND DIRT. DRAINAGE STRUCTURES AND SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT SHALL BE MAINTAINED BY THE CONTRACTOR AT HIS EXPENSE. NO PAYMENT WILL BE MADE FOR CLEANING STRUCTURES OR SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT.
  - ANY DETERIORATION OF SEWER AND WATER TRENCHES AS WELL AS TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK UNLESS THERE IS A SPECIFIC LINE ITEM FOR DETERIORATION. IN THE EVENT THAT SOFT MATERIALS WITH UNDEFINED COMPRESSIVE STRENGTH LESS THAN 0.5 TSI ARE ENCOUNTERED IN SEWER CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN APPROVAL OF THE OWNER AND/OR ENGINEER TO OVER-EXCAVATE TO A DEPTH OF ONE (1) FOOT BELOW THE BOTTOM OF THE PIPE AND BACKFILL WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE.
  - DRAINAGE BACKFILL WILL BE REQUIRED FOR THE FULL TRENCH DEPTH WITHIN TWO (2) FEET OF PROPOSED OR EXISTING PAVEMENTS, UTILITIES, DRIVEWAYS, AND SIDEWALKS AND EXTENDING A DISTANCE EQUAL TO A 1:1 SLOPE PER SUBGRADE ELEVATION TO TOP OF PIPE. TRENCH BACKFILL SHALL BE COMPACTED IN ACCORDANCE WITH MATERIAL SPECIFICATIONS SET FORTH WITH WORK SHALL NOT BE PERMITTED. THE COST OF THIS CONSTRUCTION SHALL BE CONSIDERED INCIDENTAL TO THIS CONTRACT AND SHALL BE INCLUDED IN THE UNIT PRICE OF THE PIPE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.
  - THE CONTRACTOR SHALL INSTALL A 4" X 4" X 8" NOMINAL POST AT THE TERMINUS OF THE SANITARY, WATER AND STORM SERVICE, SANITARY AND STORM MANHOLES, CATCH BASINS, INLETS AND WATER VAULTS. THE POST SHALL EXTEND 4" ABOVE THE GROUND SURFACE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING OR FROM LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE REPAIRED BY THE CONTRACTOR AT HIS COST.
  - HYDRANTS SHALL NOT BE FLUSHED DIRECTLY ON THE ROAD SUBGRADES. WHENEVER POSSIBLE, HOSES SHALL BE USED TO DIRECT THE WATER INTO LOT AREAS OR THE STORM SEWER SYSTEM (IF AVAILABLE). DAMAGE TO THE ROAD SUBGRADE OR LOT GRADING DUE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING OR FROM LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE REPAIRED BY THE CONTRACTOR AT HIS COST.
  - ALL TOP OF FRAMES FOR STORM AND SANITARY SEWERS AND VALVE VAULT COVERS ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE. THIS ADJUSTMENT IS TO BE MADE BY THE SEWER AND WATER CONTRACTOR AND THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISH GRADE WILL NOT ALLEVIATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE MUNICIPALITY UPON FINAL INSPECTION OF THE PROJECT. FINAL GRADES TO BE DETERMINED BY THE MUNICIPALITY AT THE TIME OF FINAL INSPECTION AND MAY VARY FROM PLAN GRADE.
  - SLEEVES FOR UTILITY (CONDUIT, TELEPHONE, ETC.) STREET CROSSINGS, SHALL BE INSTALLED WHERE DIRECTED BY THE OWNER. SLEEVES SHALL BE 4" PVC INSTALLED 36" BELOW THE TOP OF CURB AND EXTEND TWO FEET OUTSIDE THE CURB. TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL.
  - THE CONTRACTOR SHALL VERIFY THE SIZE AND INVERT ELEVATION OF ALL CONNECTIONS TO AVOID ANY CONFLICTS BEFORE STARTING WORK. NOTIFY OWNER OF ANY DISCREPANCIES.
  - IT SHALL BE UNDERSTOOD THAT NEITHER THE MUNICIPALITY, ITS OFFICIALS, CONSULTANTS, NOR ITS EMPLOYEES ARE AGENTS OR REPRESENTATIVES OF THE OWNER. NONE-THE-LESS, THE MUNICIPALITY, ITS OFFICIALS AND EMPLOYEES ARE TO BE PROVIDED SAFE ACCESS TO ALL PHASES OF ALL WORK PERFORMED ON THE PROJECT SITE TO MONITOR THE QUALITY OF THE WORK AND ASSURE ITS CONFORMITY WITH THE PLANS AND SPECIFICATIONS. THERE SHALL BE NO PERSONAL LIABILITY UPON ANY OFFICIAL OR EMPLOYEE OF THE MUNICIPALITY ON ACCOUNT OF ACTIONS TAKEN OR NOT TAKEN IN THE COURSE OF THEIR WORK. THE CONTRACTOR MUST AT ALL TIMES MAINTAIN A SAFE ACCESS TO THE WORK FOR INSPECTORS. "SAFE" MEANS CONDITIONS COMPLYING WITH ALL PROVISIONS OF ALL APPLICABLE AND RECOGNIZED SAFETY STANDARDS, FEDERAL, STATE AND LOCAL. IF ACCESS IS NOT SAFE AND INSPECTIONS CANNOT BE MADE UNDER SAFE CONDITIONS, THE INSPECTOR CAN ORDER CESSATION OF THE WORK SO AFFECTED UNTIL SUCH TIME AS CONSTRUCTION PROVIDES SAFE ACCESS.



LEGEND		
EXISTING	DESCRIPTION	PROPOSED
	DRAIN TILE	
	STORM SEWER	
	SANITARY SEWER	
	SANITARY TRUNK SEWER	
	WATER MAN (WITH SIZE)	
	PIPE TRENCH BACKFILL	
	GAS MAN	
	TELEPHONE LINES	
	ELECTRIC LINE	
	FENCE	
	RIGHT-OF-WAY	
	EASEMENT	
	PROPERTY LINE	
	SETBACK LINE	
	CENTERLINE	
	CONTOUR	
	SANITARY MANHOLE	
	STORM MANHOLE	
	CATCH BASIN	
	INLET	
	FIRE HYDRANT	
	PRESSURE CONNECTION	
	PIPE REDUCER	
	VALVE AND VAULT, VALVE	
	FLARED END SECTION	
	STREET LIGHT	
	UTILITY POLE	
	CONTROL POINT	
	SIGN	
	SPOT ELEVATION	
	SOIL BORING	
	OVERLAND FLOW ROUTE	
	DRAINAGE SLOPE	
	GUARDRAIL	
	WATER'S EDGE	
	CONCRETE	
	REVERSE PITCH CURB	
	TREE, FIR, TREE, BUSH, & PROPOSED TREE TO REMOVE	

**ABBREVIATIONS**

M - STORM MANHOLE	I - INVERT OR INLET	T/P - TOP OF PIPE
S - SANITARY MANHOLE	B/P - BOTTOM OF FOUNDATION	B/P - BOTTOM OF PIPE
CB - CATCH BASIN	GF - GARAGE FLOOR	WM - WATERMAN
LP - LIGHT POLE	TC - TOP OF CURB	SAN - SANITARY SEWER
VV - VALVE VAULT	TO - TOP OF DEPRESSION CURB	STM - STORM SEWER
E - END SECTION	TW - TOP OF RETAINING WALL	LO - LOOK OUT
FH - FIRE HYDRANT	BW - BOTTOM OF RETAINING WALL	PLO - PARTIAL LOOK OUT
GR - GRADE RING (HYDRANT)	OP - OUTLET OF PIPE	

**PERMITS**

DESCRIPTION	LOG NO.	PERMIT NO.	DATE ISSUED

**BENCH MARKS**

SOURCE BENCHMARK: DESIGNATION: 5K002, NGS PID: A2476, ELEVATION = 619.09 (NAVD 88)

SITE BENCHMARK #1: CUT SQUARE ON NORTHEAST CORNER OF CONCRETE BASE FOR TRAFFIC SIGNAL AT THE SOUTHEAST CORNER OF PRAIT AVENUE AND CICERO AVENUE. ELEVATION = 610.29 (NAVD 88)

SITE BENCHMARK #2: NORTHEAST ARROW BOLT ON FIRE HYDRANT ON WEST SIDE OF CICERO AVENUE, FIRST FIRE HYDRANT SOUTH OF PRAIT AVENUE 147-300 FEET. ELEVATION = 616.34 (NAVD 88)

**CONTACT INFORMATION**

**SPACECO INC.**

**TYPICAL SECTIONS AND GENERAL NOTES**

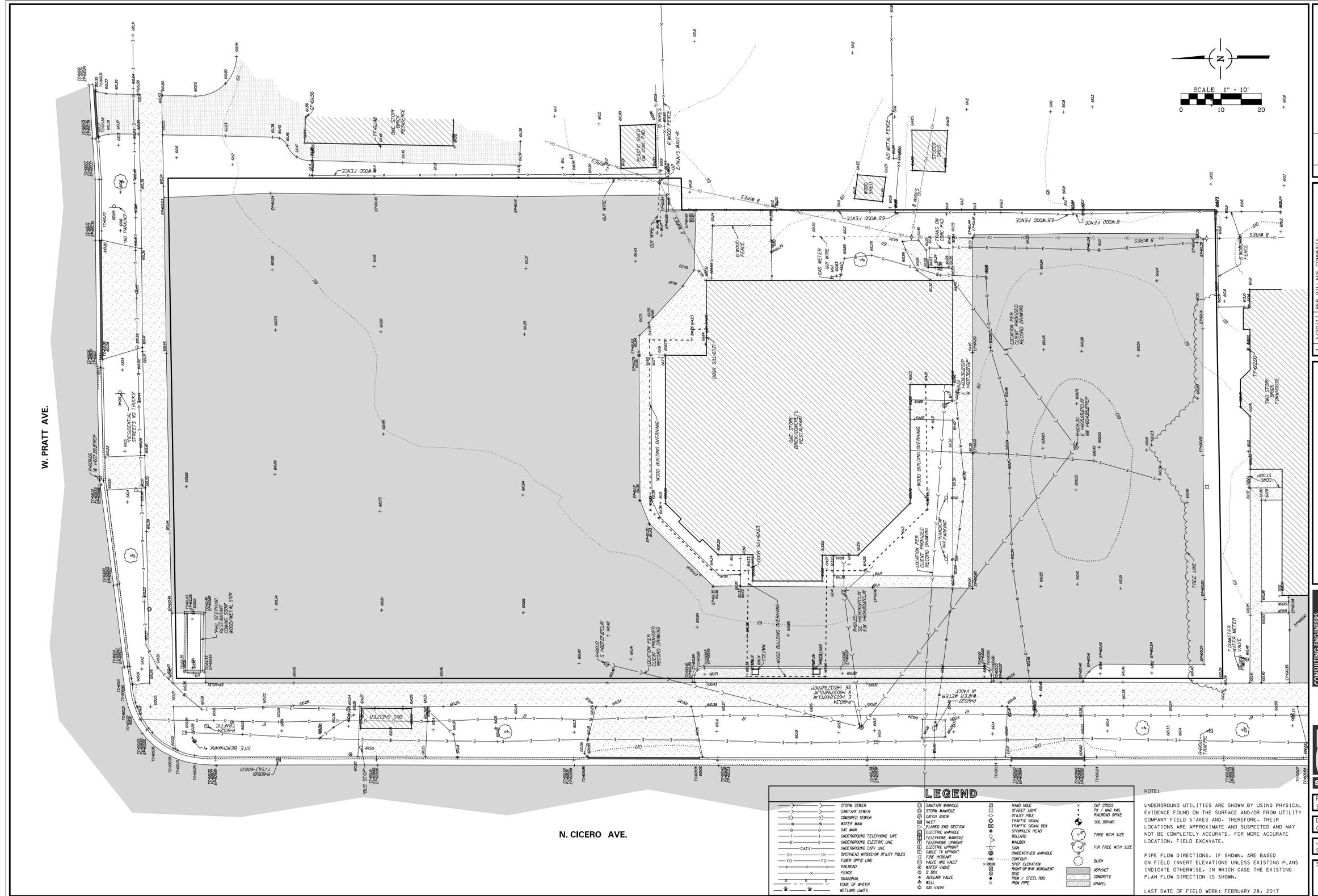
**STEFANI'S OSTERIA**  
6755 N. CICERO AVE.  
LINCOLNWOOD, ILLINOIS

CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 694-6606, Fax: (847) 694-6605

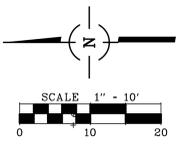
FILENAME: 974.3GN  
DATE: 02/28/17  
JOB NO. 974.3  
SHEET GN1

2 OF 14



W. PRATT AVE.

N. CICERO AVE.



**LEGEND**

—	STORM SEWER	○	SANITARY MANHOLE	○	HAND HOLE	○	CUT CROSS
—	COMBINED SEWER	○	STORM MANHOLE	○	STREET LIGHT	○	PI / 4" DIA. GAL.
—	WATER MAIN	○	CATCH BASIN	○	UTILITY POLE	○	RAILROAD SPIKE
—	GAS MAIN	○	FANED END SECTION	○	WIRE	○	SOIL BORING
—	UNDERGROUND TELEPHONE LINE	○	UNDERGROUND TELEPHONE LINE	○	TRAFFIC SIGNAL	○	TREE WITH SIZE
—	UNDERGROUND ELECTRIC LINE	○	UNDERGROUND ELECTRIC LINE	○	ELECTRIC MANHOLE	○	FIR TREE WITH SIZE
—	UNDERGROUND CABLE LINE	○	TELEPHONE MANHOLE	○	TELEPHONE UPRIGHT	○	BUSH
—	FIBER OPTIC LINE	○	CABLE TV UPRIGHT	○	WATER VALVE	○	ASPHALT
—	RAILROAD	○	VALVE AND VAULT	○	CONCRETE	○	CONCRETE
—	GUARDRAIL	○	RAILROAD	○	IRON / STEEL ROD	○	GRAVEL
—	EDGE OF WATER	○	WATER VALVE	○	POUT OF WAY MONUMENT	○	
—	WETLAND LIMITS	○	WATER VALVE	○	IRON / STEEL ROD	○	
		○	AUXILIARY VALVE	○	IRON PIPE	○	
		○	GAS VALVE	○		○	

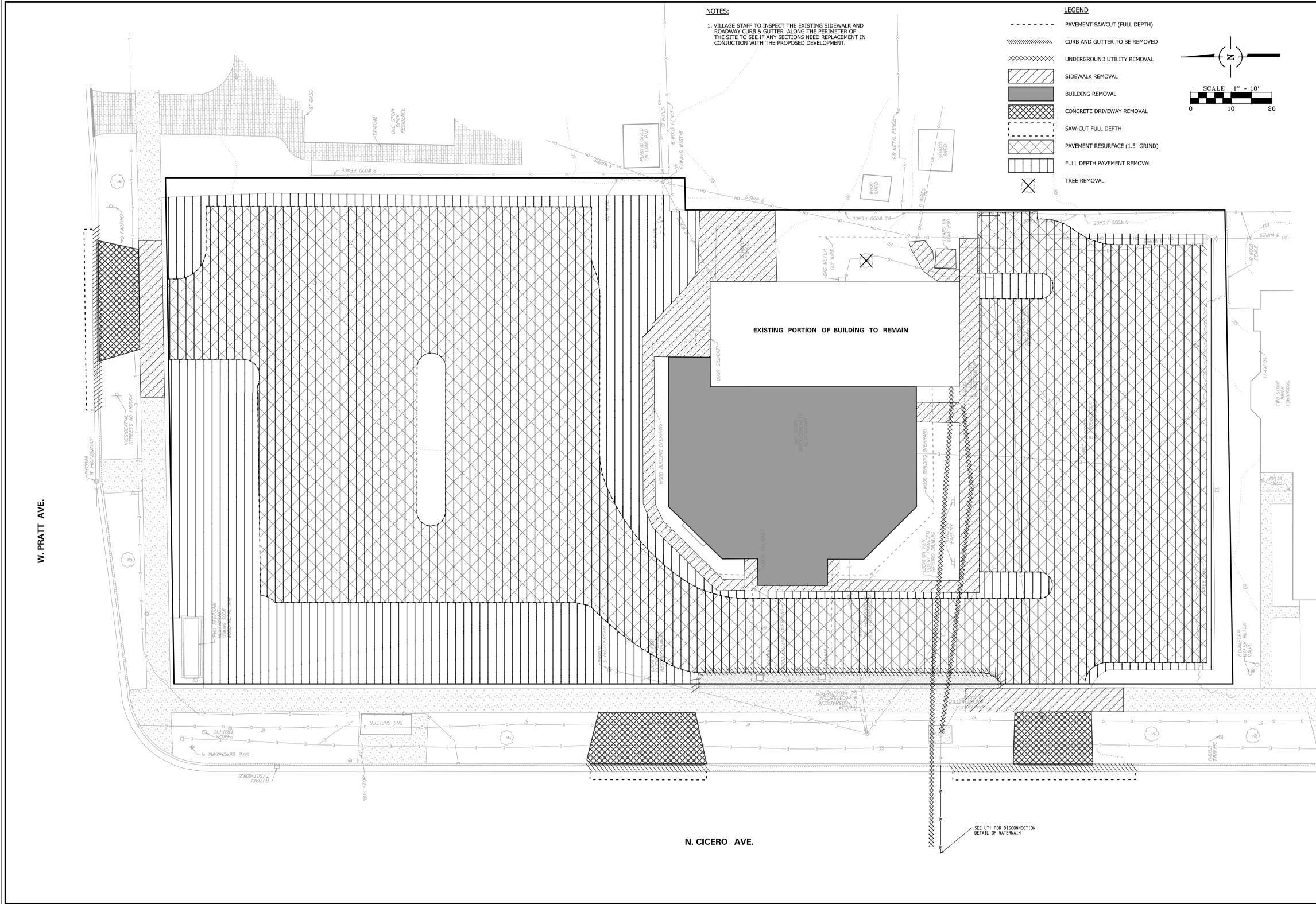
**NOTE:**  
 UNDERGROUND UTILITIES ARE SHOWN BY USING PHYSICAL EVIDENCE FOUND ON THE SURFACE AND/OR FROM UTILITY COMPANY FIELD STAKES AND THEREFORE THEIR LOCATIONS ARE APPROXIMATE AND SUSPECTED AND MAY NOT BE COMPLETELY ACCURATE. FOR MORE ACCURATE LOCATION, FIELD EXCAVATE.  
 PIPE FLOW DIRECTIONS, IF SHOWN, ARE BASED ON FIELD INVERT ELEVATIONS UNLESS EXISTING PLANS INDICATE OTHERWISE, IN WHICH CASE THE EXISTING PLAN FLOW DIRECTION IS SHOWN.  
 LAST DATE OF FIELD WORK: FEBRUARY 28, 2017

**SPACECO INC.**  
 CONSULTING ENGINEERS  
 SITE DEVELOPMENT ENGINEERS  
 LAND SURVEYORS  
 9575 W. Higgins Road, Suite 700,  
 Rosemont, Illinois 60018  
 Phone: (847) 694-6006 Fax: (847) 694-6665

**EXISTING CONDITIONS**  
**STEFANI'S OSTERIA**  
**6755 N. CICERO AVE.**  
 LINCOLNWOOD, ILLINOIS

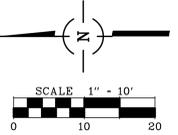
FILENAME: 9743SET01  
 DATE: 02/28/17  
 JOB NO. 9743  
 SHEET ET  
 3 OF 14

NO.	DATE	REMARKS
1	3/20/17	PER VILLAGE COMMENTS



**NOTES:**  
 1. VILLAGE STAFF TO INSPECT THE EXISTING SIDEWALK AND ROADWAY CURBS & GUTTER ALONG THE PERIMETER OF THE SITE TO SEE IF ANY SECTIONS NEED REPLACEMENT IN CONDUCTION WITH THE PROPOSED DEVELOPMENT.

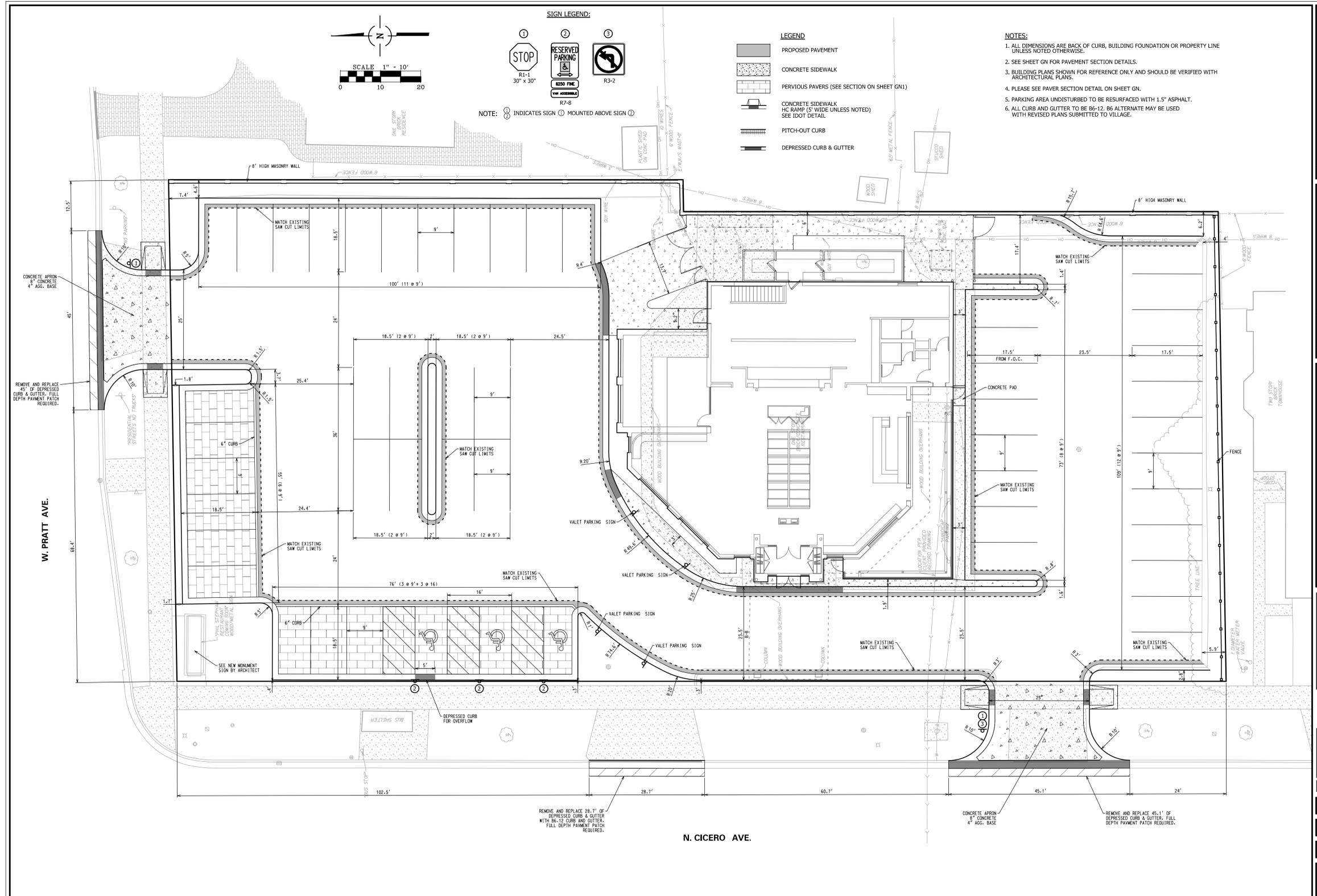
- LEGEND**
- PAVEMENT SAWCUT (FULL DEPTH)
  - /////// CURB AND GUTTER TO BE REMOVED
  - XXXXXX UNDERGROUND UTILITY REMOVAL
  - ////// SIDEWALK REMOVAL
  - BUILDING REMOVAL
  - XXXXXX CONCRETE DRIVEWAY REMOVAL
  - SAW-CUT FULL DEPTH
  - XXXXXX PAVEMENT RESURFACE (1.5" GRIND)
  - FULL DEPTH PAVEMENT REMOVAL
  - ⊗ TREE REMOVAL



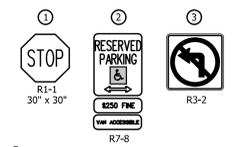
<p><b>DEMOLITION PLAN</b>  <b>STEFANI'S OSTERIA</b>  <b>6755 N. CICERO AVE.</b>  <b>LINCOLNWOOD, ILLINOIS</b></p>	<p>NO.   DATE   REMARKS</p>
<p>CONSULTING ENGINEERS          SITE DEVELOPMENT ENGINEERS          LAND SURVYORS</p>	<p>NO.   DATE   REMARKS</p>
<p><b>SPACECO INC.</b></p>	<p>NO.   DATE   REMARKS</p>
<p>FILENAME: 974.3DEMO</p>	<p>NO.   DATE   REMARKS</p>
<p>DATE: 02/28/17</p>	<p>NO.   DATE   REMARKS</p>
<p>JOB NO. 974.3</p>	<p>NO.   DATE   REMARKS</p>
<p>SHEET <b>DEMO</b></p>	<p>NO.   DATE   REMARKS</p>
<p>4 OF 14</p>	<p>NO.   DATE   REMARKS</p>

9575 W. Higgins Road, Suite 700,  
 Rosemont, Illinois 60018  
 Phone: (847) 694-6000 Fax: (847) 694-6005





**SIGN LEGEND:**



NOTE: INDICATES SIGN MOUNTED ABOVE SIGN .

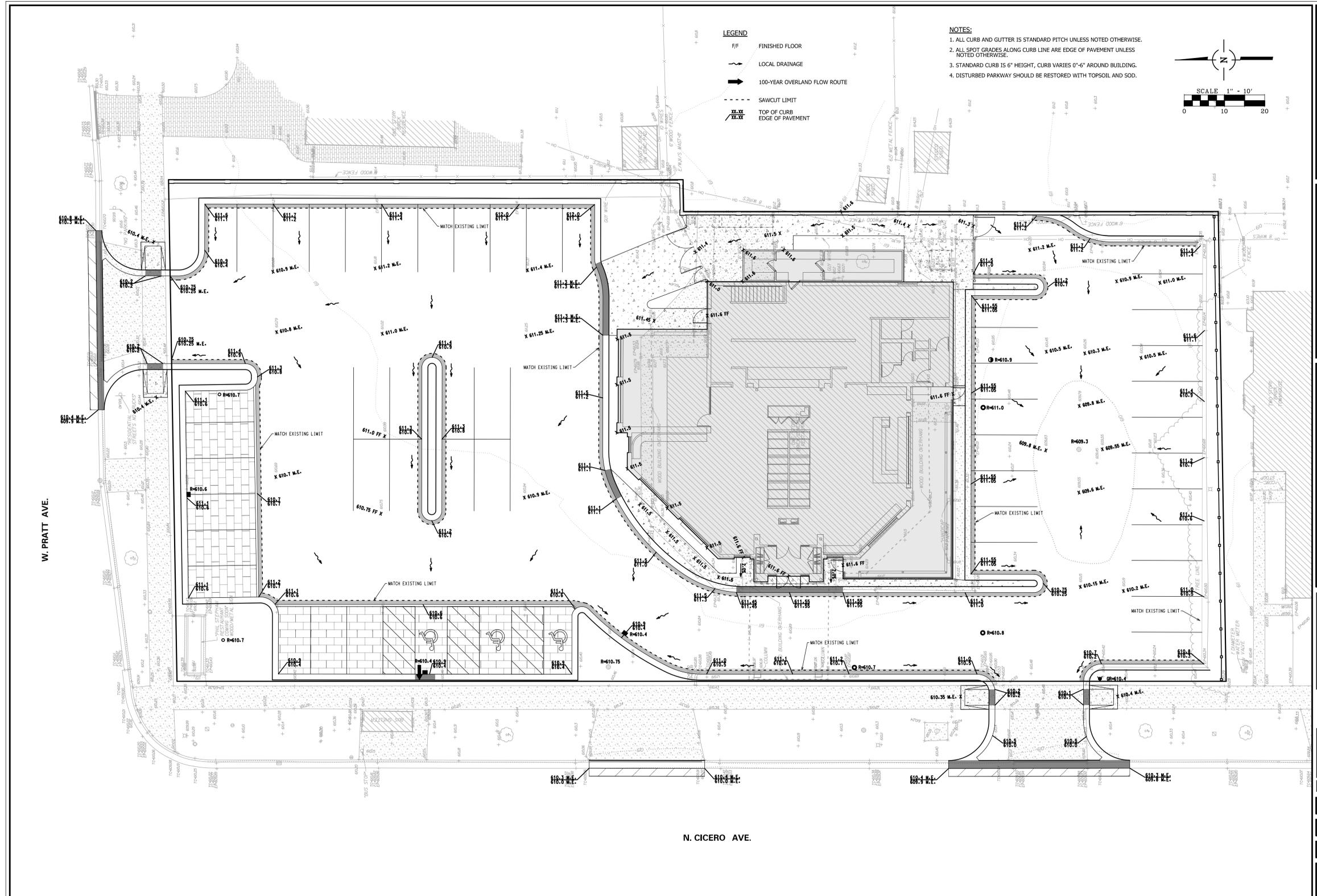
**LEGEND**

- PROPOSED PAVEMENT
- CONCRETE SIDEWALK
- PERVIOUS PAVERS (SEE SECTION ON SHEET GN1)
- CONCRETE SIDEWALK HC RAMP (5' WIDE UNLESS NOTED) SEE IDOT DETAIL
- PITCH-OUT CURB
- DEPRESSED CURB & GUTTER

**NOTES:**

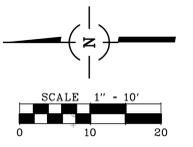
1. ALL DIMENSIONS ARE BACK OF CURB, BUILDING FOUNDATION OR PROPERTY LINE UNLESS NOTED OTHERWISE.
2. SEE SHEET GN FOR PAVEMENT SECTION DETAILS.
3. BUILDING PLANS SHOWN FOR REFERENCE ONLY AND SHOULD BE VERIFIED WITH ARCHITECTURAL PLANS.
4. PLEASE SEE PAVEMENT SECTION DETAIL ON SHEET GN.
5. PARKING AREA UNDISTURBED TO BE RESURFACED WITH 1.5" ASPHALT.
6. ALL CURB AND GUTTER TO BE 86-12. 86 ALTERNATE MAY BE USED WITH REVISED PLANS SUBMITTED TO VILLAGE.

<p><b>GEOMETRIC PLAN</b>  <b>STEFANI'S OSTERIA</b>  <b>6755 N. CICERO AVE.</b>  <b>LINCOLNWOOD, ILLINOIS</b></p>	<p>CONSULTING ENGINEERS          SITE DEVELOPMENT ENGINEERS          LAND SURVEYORS</p> <p>9575 W. Higgins Road, Suite 200,          Rosemont, Illinois 60018          Phone: (847) 696-6000 Fax: (847) 696-6005</p>
<p><b>SPACECO INC.</b></p>	<p>FILENAME: 9743GMO1</p> <p>DATE: 02/28/17</p> <p>JOB NO. 9743</p> <p>SHEET <b>GM1</b></p> <p>5 OF 14</p>

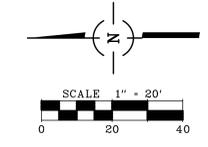
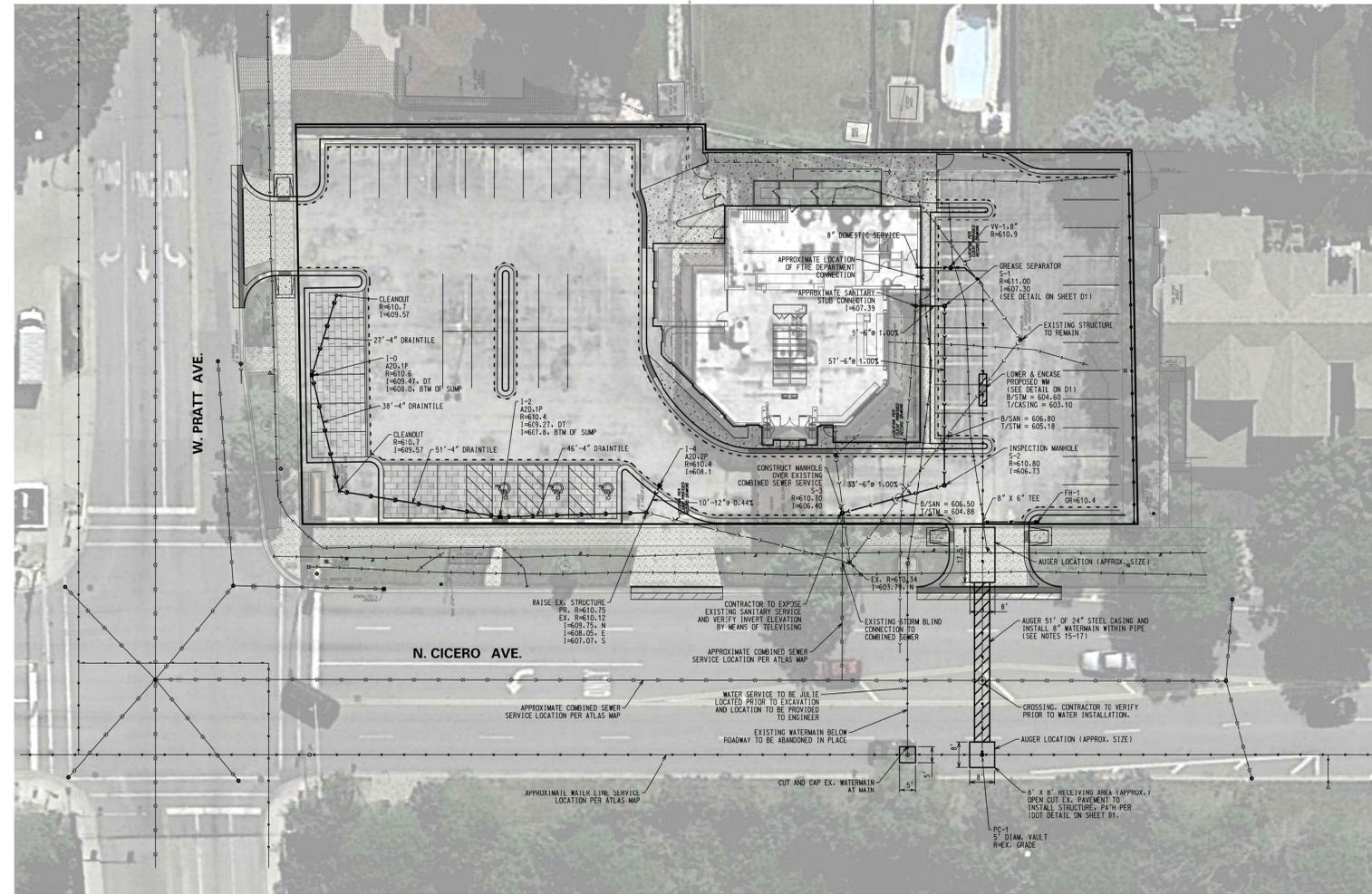


- LEGEND**
- FF FINISHED FLOOR
  - LOCAL DRAINAGE
  - 100-YEAR OVERLAND FLOW ROUTE
  - SAWCUT LIMIT
  - TOP OF CURB
  - EDGE OF PAVEMENT

- NOTES:**
1. ALL CURB AND GUTTER IS STANDARD PITCH UNLESS NOTED OTHERWISE.
  2. ALL SPOT GRADES ALONG CURB LINE ARE EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
  3. STANDARD CURB IS 6" HEIGHT, CURB VARIES 0"-6" AROUND BUILDING.
  4. DISTURBED PARKWAY SHOULD BE RESTORED WITH TOPSOIL AND SOD.

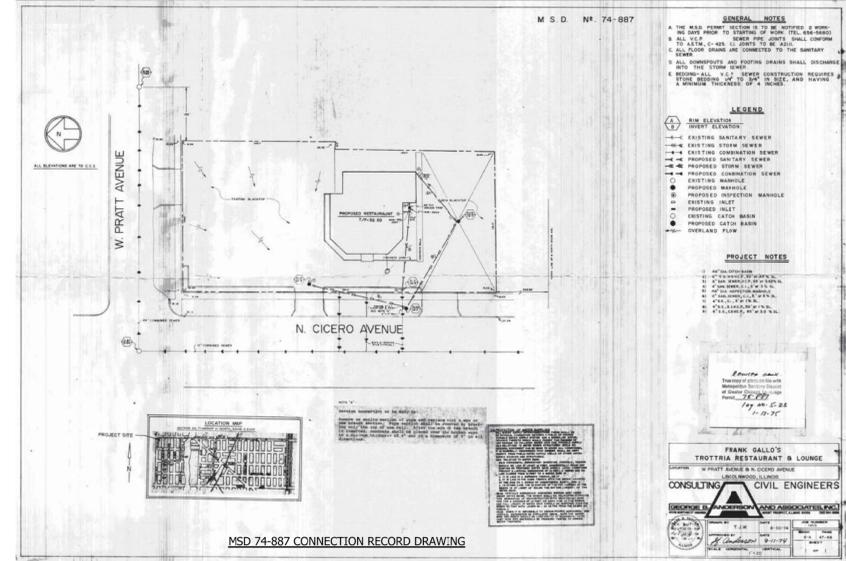


<p><b>GRADING PLAN</b>  <b>STEFANI'S OSTERIA</b>  <b>6755 N. CICERO AVE.</b>          LINCOLNWOOD, ILLINOIS</p>	<p>CONSULTING ENGINEERS          SITE DEVELOPMENT ENGINEERS          LAND SURVEYORS</p> <p>9575 W. Higgins Road, Suite 700,          Rosemont, Illinois 60018          Phone: (847) 694-6000 Fax: (847) 694-6000</p>
<p>FILENAME: 974.3GR01</p>	<p>DATE: 02/28/17</p>
<p>JOB NO. 974.3</p>	<p>SHEET <b>GR1</b></p>
<p>T 3/20/17 PER VILLAGE COMMENTS</p>	<p>NO. DATE REMARKS</p>



- LEGEND**
- UTILITY CROSSING
  - UTILITY CONFLICT LOWER WATERMAIN
  - PROPOSED STORM SEWER
  - PROPOSED SANITARY SEWER
  - PROPOSED WATERMAIN
  - EXISTING SEWER/WATERMAIN REMOVAL OR ABANDON (SEE DEMO SHEETS)
  - ||||| TELEWISE EX. SANITARY SEWER
- STORM STRUCTURE LEGEND**
- STRUCTURE ABBREVIATION
  - STRUCTURE NUMBER
  - M-100 FRAME AND LID TYPE
  - A-D, 12" DIAMETER & SIZE OF STRUCTURE
  - TYPE OF STRUCTURE
- STORM STRUCTURE ABBREVIATIONS**
- I = INLET
  - CB = CATCH BASIN
  - M = MANHOLE
  - E = FLARED END SECTION

- NOTES:**
1. ALL STORM SEWERS SHALL BE RCP CL-IV UNLESS NOTED OTHERWISE.
  2. ALL WATER MAINS SHALL BE D.I.P. CLASS 52 UNLESS NOTED OTHERWISE. MEGALUGS AND THRUST BLOCKS ARE REQUIRED FOR ALL WATERMAIN FITTINGS.
  3. ALL RESTRAINED WATER MAIN JOINTS SHALL BE U.S. PIPE "FIELD LOK" GASKET OR APPROVED EQUAL.
  4. TRENCH BACKFILL REQUIRED ON ALL PROPOSED UNDERGROUND SEWER AND WATER.
  5. ALL TRENCH BACKFILL SHALL BE COMPACTED.
  6. FRAME AND GRATE/LID FOR STORM SEWER STRUCTURES:
    - 10 - INLET, CATCH BASIN-EAST JORDAN 1050-Z1 WITH M1 FLAT HEAVY DUTY OPEN LID
    - 11 - MANHOLE-EAST JORDAN 1050-Z1 WITH 1020 TYPE A SOLID COVER
    - 20 - CURB INLET-EAST JORDAN 7210 WITH TYPE M1 GRATE AND 11 BACK
  7. IF ANY PROPOSED SANITARY SEWER CROSSES ABOVE A WATERMAIN, THE SANITARY SEWER SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE OR WATERMAIN QUALITY PVC (ASTM D-2241) AT LEAST TEN FEET (10') ON EACH SIDE OF CROSSING.
  8. COMPACTION OF TRENCH BACKFILL AT ALL CROSSINGS SHALL BE IDOT METHOD 1 ONLY.
  9. ALL PROPOSED STORM SEWER CROSSINGS OVER EXISTING WATERMANS TO HAVE GASKETTED PIPE MEETING C-443 REQUIREMENTS FOR AT LEAST TEN-FEET (10') ON BOTH SIDES OF THE EXISTING WATERMAIN.
  10. EXISTING & PROPOSED DRY UTILITIES ARE SHOWN FOR REFERENCE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF EXISTING DRY UTILITIES.
  11. SEE MEP PLANS FOR ALL REQUIRED IMPROVEMENTS TO THE PUMP ROOM AND INTERNAL FIRE PROTECTION PREPARED BY OTHERS.
  12. WATERMAIN FROM PUBLIC CONNECTION TO THE BUILDING TO BE TESTED AND DISINFECTED AT PROPOSED VALVES. (TO BE USED AS A GUIDE ONLY. CONTRACTOR TO COORDINATE WITH THE VILLAGE OF LINCOLNWOOD.
  13. SITE LIGHTING POLES AND CIRCUITRY BY OTHERS. POLE LOCATIONS TO BE PROVIDED FOR COORDINATION.
  14. THE CONTRACTOR IS REQUIRED TO REMOVE AND REPLACE THE EXISTING WATER VALVES IF A SUCCESSFUL SHUTDOWN CANNOT BE OBTAINED FOR WATERMAIN TESTING.
  15. ALL WATERMAIN INSTALLED WITHIN A CASING PIPE SHALL BE INSTALLED IN A RESTRAINED CASING POSITION. CONTRACTOR SHALL USE CASCADE STAINLESS STEEL SPACERS (OR APPROVED EQUAL) AND PROVIDE A MINIMUM OF 3 SPACERS PER PIPE LENGTH. CASCADE CCES END SEALS (OR APPROVED EQUAL) SHALL ALSO BE PROVIDED AT THE ENDS OF THE CASING PIPE. SEE DETAIL ON SHEET D1.
  16. CONTRACTOR TO FIELD VERIFY EXACT SIZE AND LOCATION OF AUGER / RECEIVING PITS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY CHANGES FROM PLAN DESIGN.
  17. ALL CASING PIPES SHALL BE STEEL PIPE PER ASTM A120, WITH A MINIMUM THICKNESS OF 3/8" FOR 24".



UTILITY PLAN	NO.	DATE	REMARKS
STEFANI'S OSTERIA			
6755 N. CICERO AVE.			
LINCOLNWOOD, ILLINOIS			

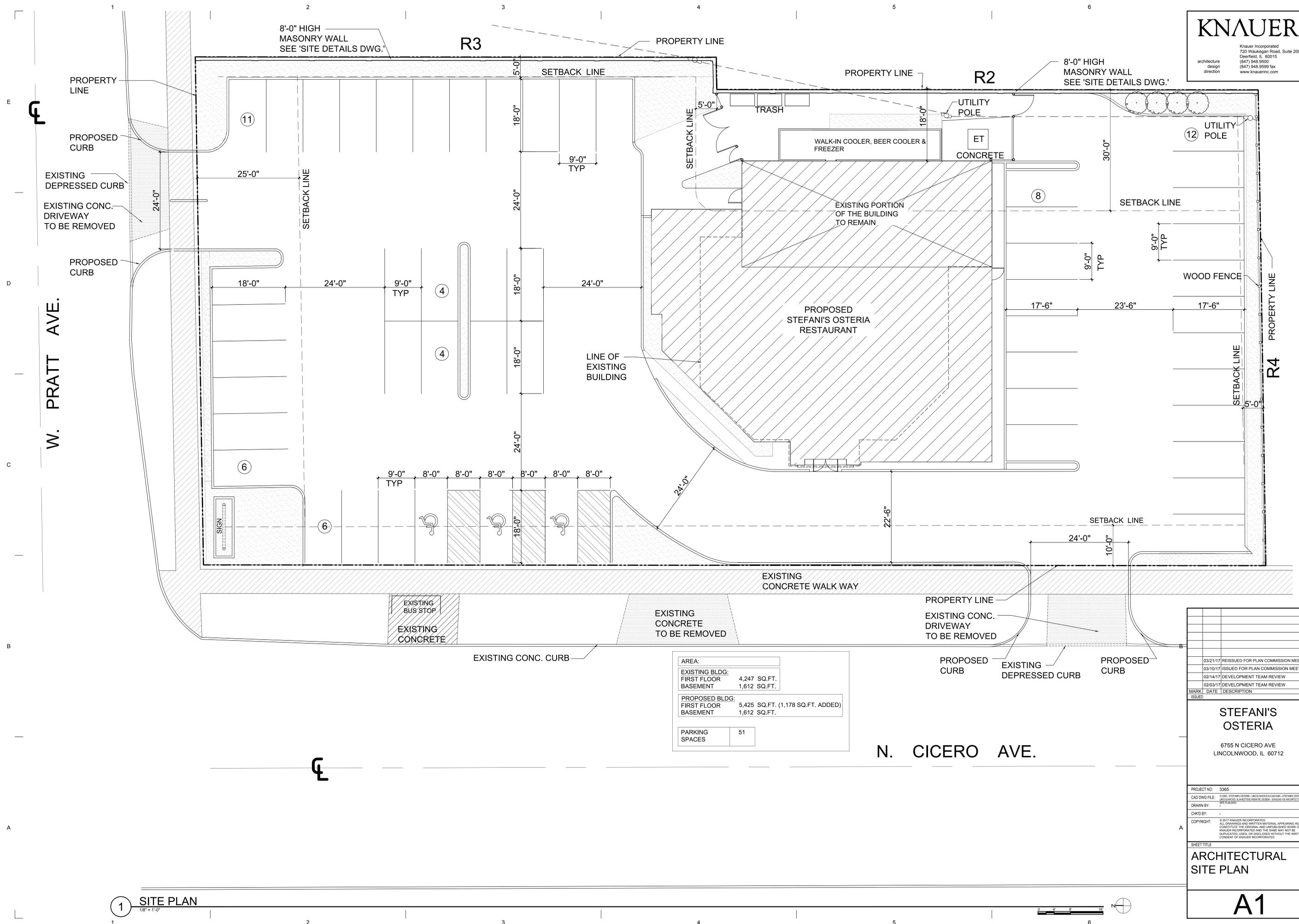
CONSULTING ENGINEERS	NO.	DATE	REMARKS
SITE DEVELOPMENT ENGINEERS			
LAND SURVEYORS			

9575 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 696-6006 Fax: (847) 696-6005

**SPACECO INC.**

FILENAME:	974.3UT01
DATE:	02/28/17
JOB NO.	974.3
SHEET	UT1
	7 OF 14

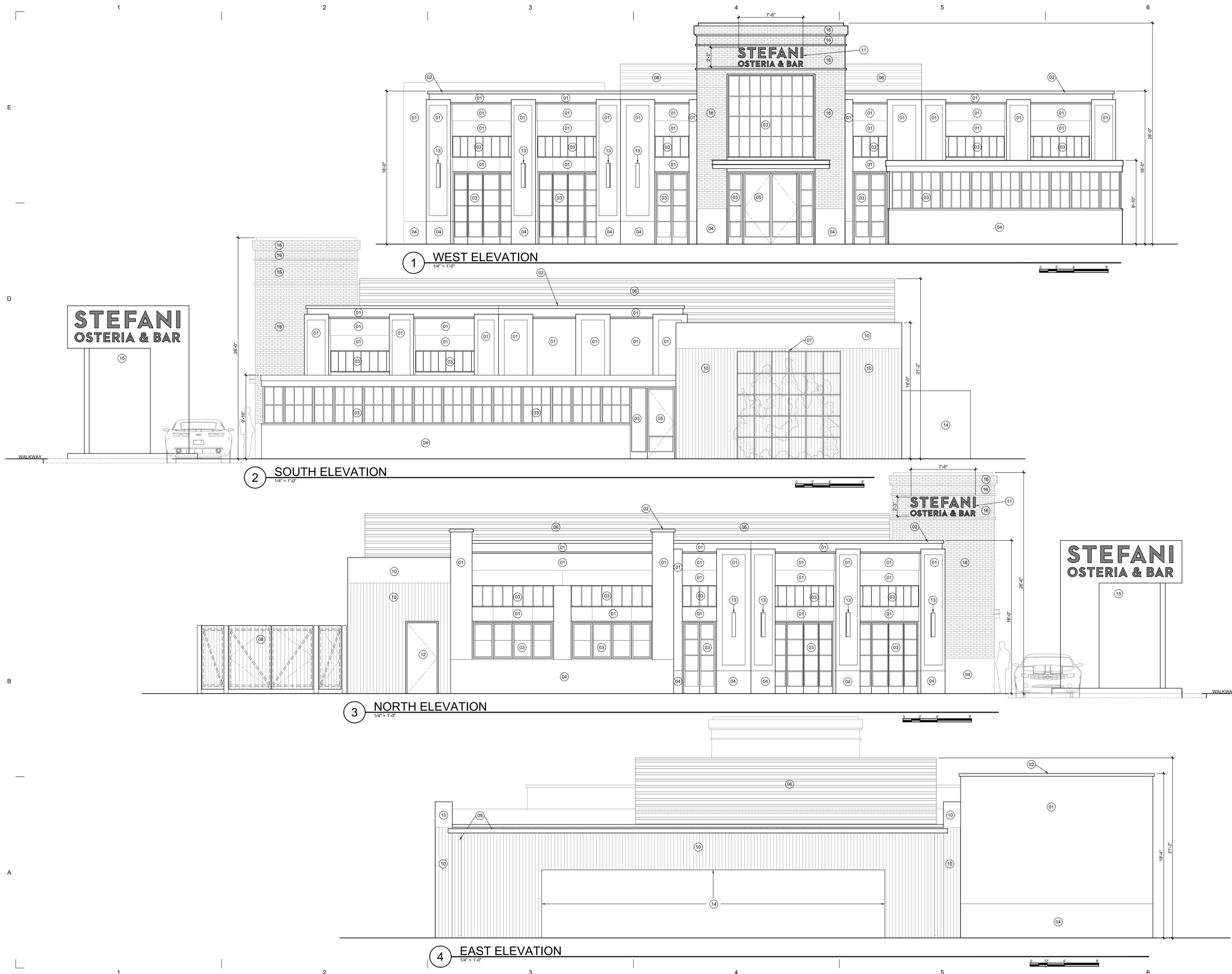


AREA:	
EXISTING BLDG:	
FIRST FLOOR	4,247 SQ.FT.
BASEMENT	1,612 SQ.FT.
PROPOSED BLDG:	
FIRST FLOOR	5,425 SQ.FT. (1,178 SQ.FT. ADDED)
BASEMENT	1,612 SQ.FT.
PARKING SPACES	
	51

03/21/17	REISSUED FOR PLAN COMMISSION MEETING	
03/10/17	ISSUED FOR PLAN COMMISSION MEETING	
02/14/17	DEVELOPMENT TEAM REVIEW	
02/03/17	DEVELOPMENT TEAM REVIEW	
MARK	DATE	DESCRIPTION
ISSUED		
<b>STEFANI'S OSTERIA</b>		
6755 N CICERO AVE LINCOLNWOOD, IL 60712		
PROJECT NO: 3365		
CAD DWG FILE: 0308-STEFANI'S OSTERIA - LINCOLNWOOD CAD0308-STEFANI'S OSTERIA - LINCOLNWOOD - SHEET0308-01A.DWG - 03/08/17 ARCHITECTURAL SITE PLAN.DWG		
DRAWN BY: [REDACTED]		
CHK'D BY: [REDACTED]		
COPYRIGHT: © 2017 KNAUER INCORPORATED. ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KNAUER INCORPORATED AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF KNAUER INCORPORATED.		
SHEET TITLE		
<b>ARCHITECTURAL SITE PLAN</b>		
<b>A1</b>		

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





# KNAUER

Knaauer Incorporated  
 720 Waukegan Road, Suite 200  
 Deerfield, IL 60015  
 (847) 948-9500  
 (847) 948-9599 fax  
 www.knauerinc.com

## EXTERIOR ELEVATION NOTES :

- 01 STUCCO
- 02 PREFINISHED ALUM. TO MATCH STOREFRONT
- 03 PREFINISHED ALUM. STOREFRONT
- 04 NATURAL STONE BASE, TEXTURED FINISH
- 05 PREFINISHED ALUM. DOORS
- 06 PREFINISHED ALUM. MECHANICAL SCREEN
- 07 1" SQ. ALUM. TUBE LATTICE (BLACK)
- 08 PAINTED WOOD GATE (SEE SITE DETAILS DWG)
- 09 PREFINISHED ALUM. GUTTER & DOWN SPOUT
- 10 PAINT EXISTING MASONRY WALL
- 11 REVERSE CHANNEL HALO LIT SIGN LETTERS
- 12 HOLLOW METAL RECEIVING DOOR & FRAME PAINT TO MATCH STOREFRONT
- 13 LIGHT FIXTURE
- 14 WALK-IN COOLER
- 15 GROUND SIGN (SEE SITE DETAILS DWG)
- 16 BRICK (PAINTED WHITE)

MARK	DATE	DESCRIPTION
03/21/17	REISSUED FOR PLAN COMMISSION MEETING	
03/10/17	ISSUED FOR PLAN COMMISSION MEETING	
02/14/17	DEVELOPMENT TEAM REVIEW	
02/03/17	DEVELOPMENT TEAM REVIEW	

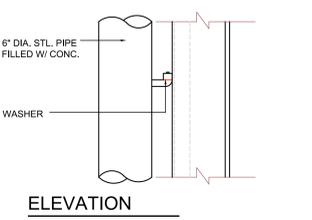
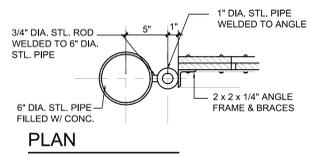
**STEFANI'S OSTERIA**  
 6755 N CICERO AVE  
 LINCOLNWOOD, IL 60712

PROJECT NO: 3365  
 CAD DWG FILE: 0308-STEFANI'S OSTERIA - LINCOLNWOOD & CAD002-STEFANI'S OSTERIA - LINCOLNWOOD - SITE ELEVATIONS TO BEEN - 03/21/17.DWG  
 DRAWN BY: LISA KNAUER  
 CHK'D BY: -

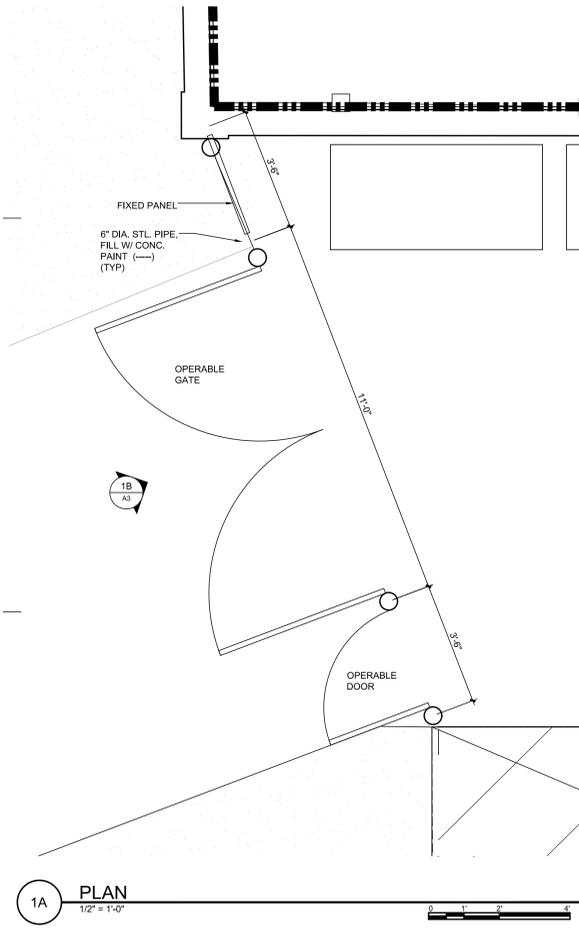
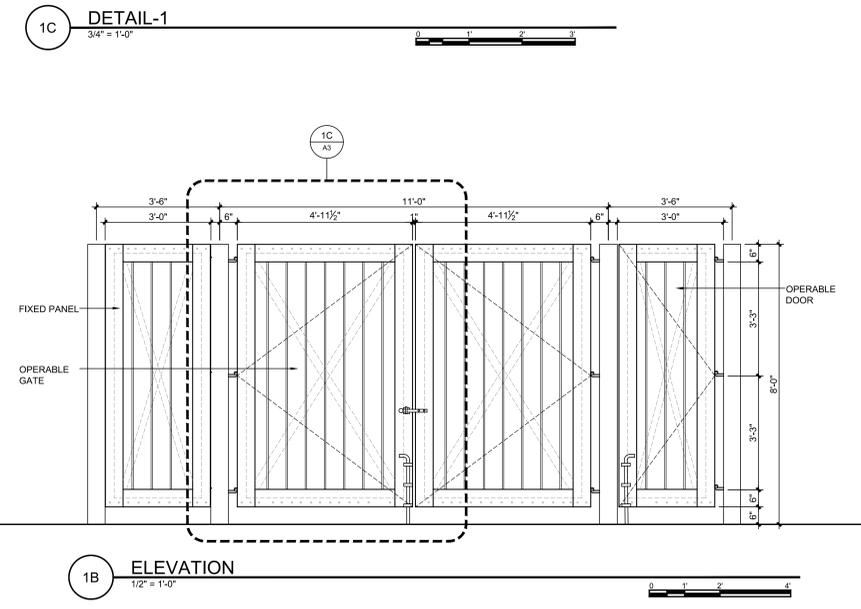
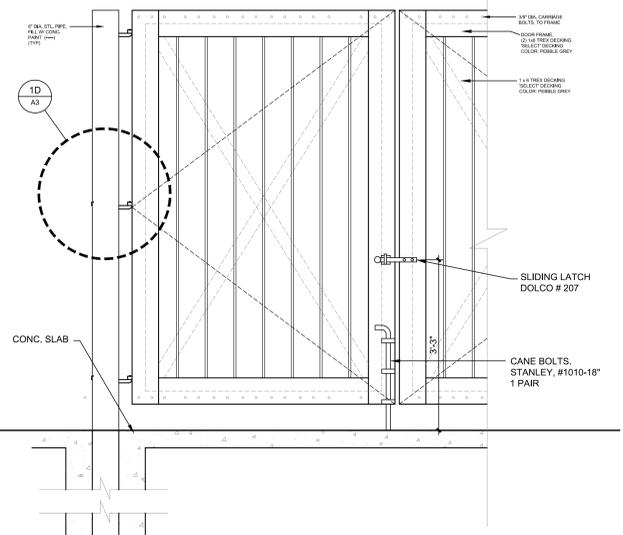
COPYRIGHT: © 2017 KNAUER INCORPORATED  
 ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KNAUER INCORPORATED AND THE SAME MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF KNAUER INCORPORATED.

SHEET TITLE  
**BUILDING ELEVATIONS**

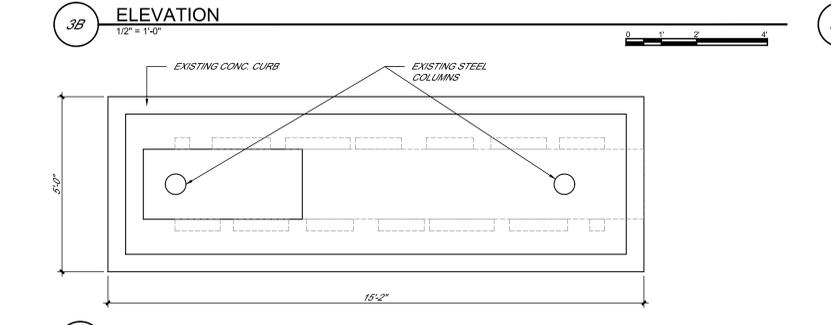
**A2**



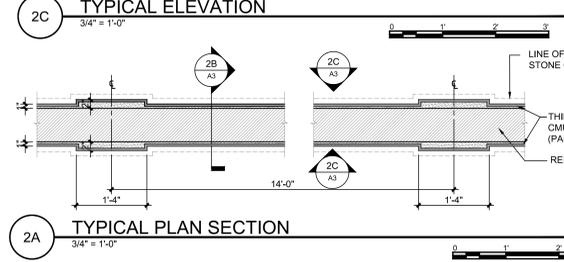
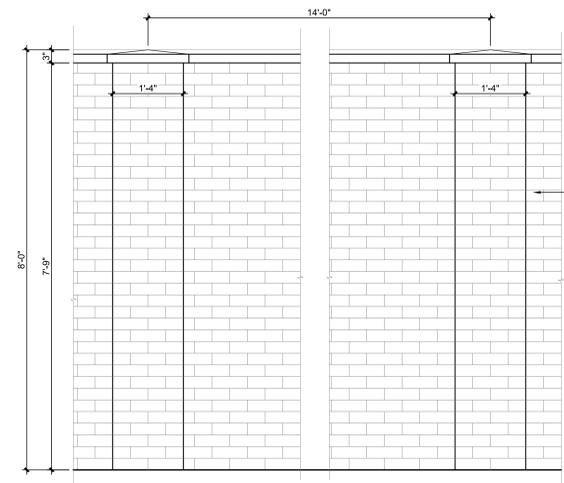
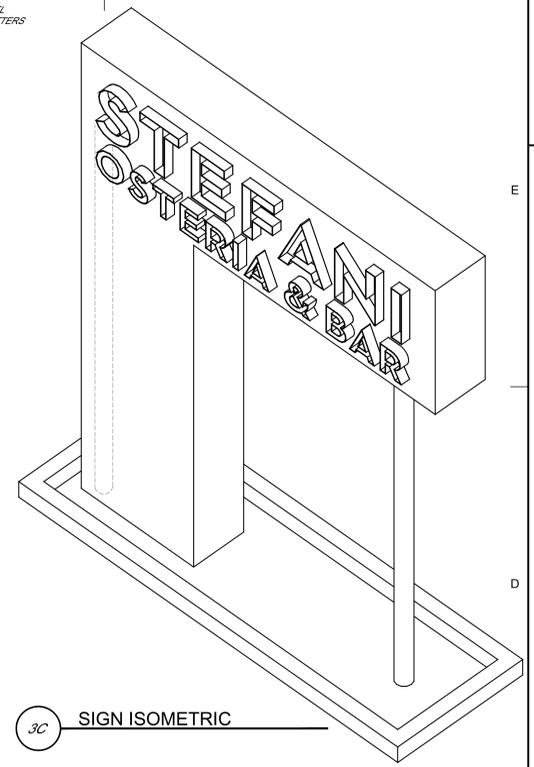
**1D DETAIL-2**  
1 1/2" = 1'-0"



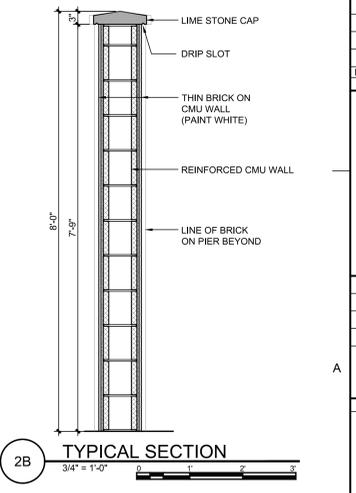
**1 TRASH AREA GATE DETAIL**



**3 GROUND SIGN**



**2 MASONRY WALL DETAIL**



MARK	DATE	DESCRIPTION
	03/21/17	REISSUED FOR PLAN COMMISSION MEETING
	03/10/17	ISSUED FOR PLAN COMMISSION MEETING
	02/14/17	DEVELOPMENT TEAM REVIEW
	02/03/17	DEVELOPMENT TEAM REVIEW
		ISSUED

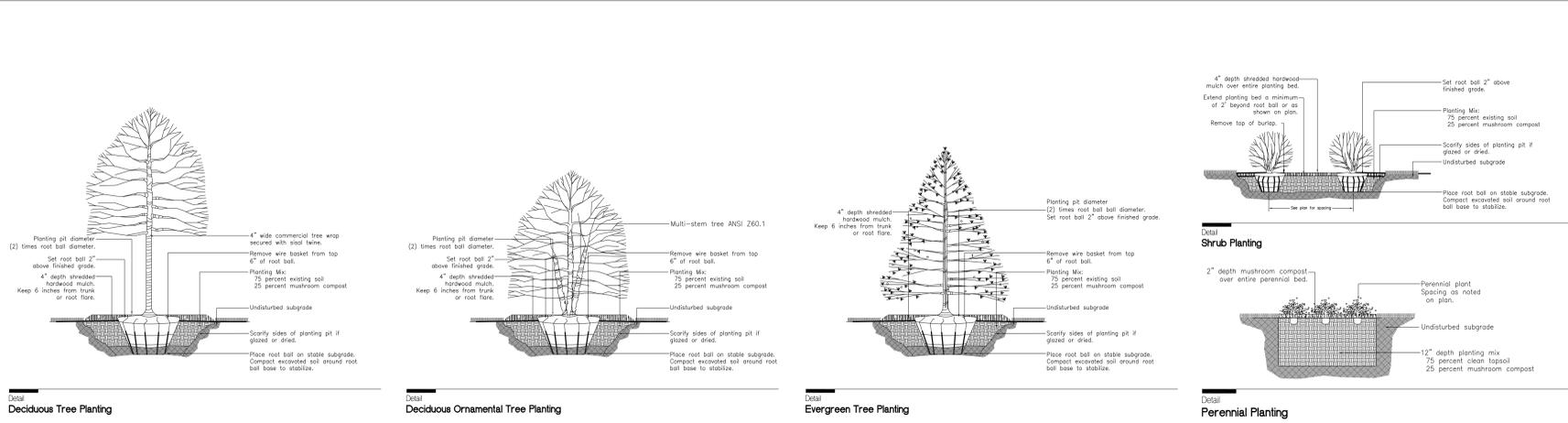
**STEFANI'S OSTERIA**  
6755 N CICERO AVE  
LINCOLNWOOD, IL 60712

PROJECT NO: 3365  
CAD DWG FILE: 0308-STEFANI'S OSTERIA - LINCOLNWOOD & CICERO - STEFANI'S OSTERIA - LINCOLNWOOD, ILLINOIS (2017) (1).DWG  
DRAWN BY: -  
CHKD BY: -  
COPYRIGHT: © 2017 KNAUER INCORPORATED  
ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KNAUER INCORPORATED AND THE SAME MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF KNAUER INCORPORATED.

SHEET TITLE

**SITE DETAILS**

E:\3086 - STEFANI'S OSTERIA - LINCOLNWOOD, ILLINOIS - STEFANI'S OSTERIA - LINCOLNWOOD & CICERO - STEFANI'S OSTERIA - LINCOLNWOOD, ILLINOIS (2017) (1).DWG



**Plant List**

Shade Tree Key	Qty.	Size	Botanical Name	Common Name	Remarks
ARA	4	2.5"	Acer rubrum 'Armstrong'	Armstrong Red Maple	BB
CEO	1	2.5"	Celtis occidentalis	Common Hackberry	BB
GTS	2	2.5"	Gleditsia triacanthos var. inermis 'Skyline'	Skyline Thornless Honeylocust	BB

Ornamental Trees Key	Qty.	Size	Botanical Name	Common Name	Remarks
MLS	1	6'	Malus sargentii	Sargent Crabapple	BB/Clump

Evergreen Trees Key	Qty.	Size	Botanical Name	Common Name	Remarks
JUV	26	8'	Juniperus virginiana	Eastern Redcedar	BB
PFA	1	8'	Picea pungens 'Fol Albert'	Fat Albert Colorado Spruce	BB

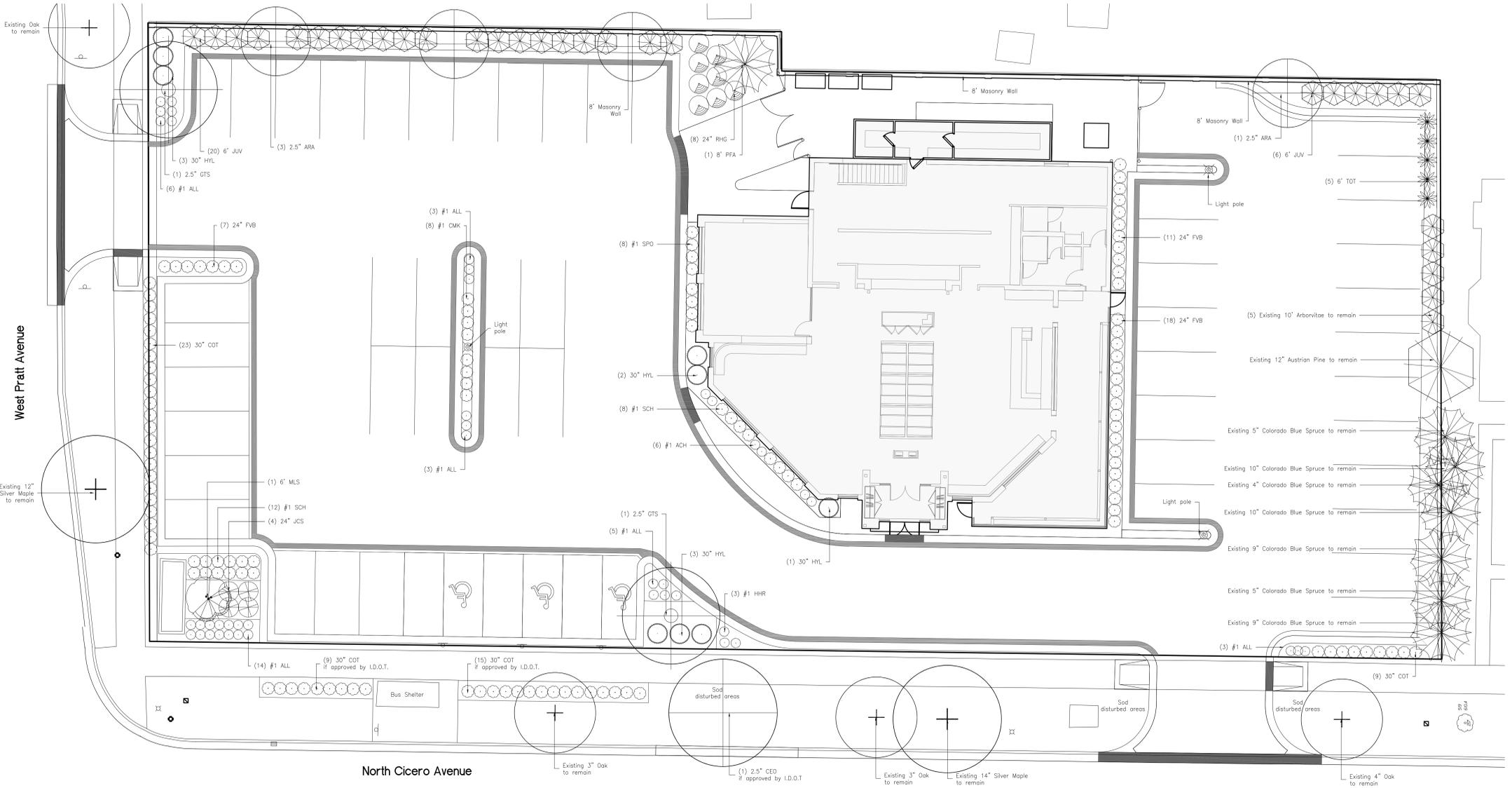
  

Shrubs Key	Qty.	Size	Botanical Name	Common Name	Remarks
COT	56	30"	Cotoneaster acutifolia	Peking Cotoneaster	BB
FVB	36	24"	Forsythia viridissima 'Bronxensis'	Bronx Dwarf Forsythia	BB
HYL	9	30"	Hydrangea paniculata 'Limelight'	Limelight Hydrangea	BB
JCS	4	24"	Juniperus chinensis var. sargentii	Sargent Juniper	BB
RHG	8	24"	Rhus aromatica 'Grap-Lo'	Grap-Lo Fragrant Sumac	BB
TOT	5	6'	Thuja occidentalis 'Tectonyl'	Mission Arborvitae	BB

Perennials and Ornamental Grasses Key	Qty.	Size	Botanical Name	Common Name	Remarks
ACH	6	#1	Actinella 'Moonshine'	Moonshine Yarrow	Container
ALL	34	#1	Allium 'Summer Beauty'	Summer Beauty Allium	Container
CMK	8	#1	Calliopsis scutiflora 'Karl Foerster'	Feather Reed Grass	Container
HHR	3	#1	Hemerocallis 'Happy Returns'	Happy Returns Daylily	Container
SCH	30	#1	Schizachyrium scoparium	Little Bluestem	Container
SPO	8	#1	Sporobolus heterolepis	Prairie Dropseed	Container

Note: Note bib shall be provided a maximum of 150' from all landscape areas.



**Stefano's Osteria**  
6755 North Cicero Avenue  
Lincolnwood, Illinois

DAVID R. McCALLUM ASSOCIATES, INC.  
LANDSCAPE ARCHITECTS  
360 N. Milwaukee Avenue | Libertyville, Illinois 60068  
T 847.626.2299 | F 847.626.2294



**Landscape Plan**

Mark	Description	Date
2	Village Review Comments	03/17/17
1	For Review	03/09/17

Number: 463417  
Scale: 1" = 10'  
File: 4634FP2A  
Sheet: **L10**

# Exterior Views









KNAUER

STEFANI OSTERIA & BAR

March 21, 2017







KNAUER

STEFANI OSTERIA & BAR

March 21, 2017









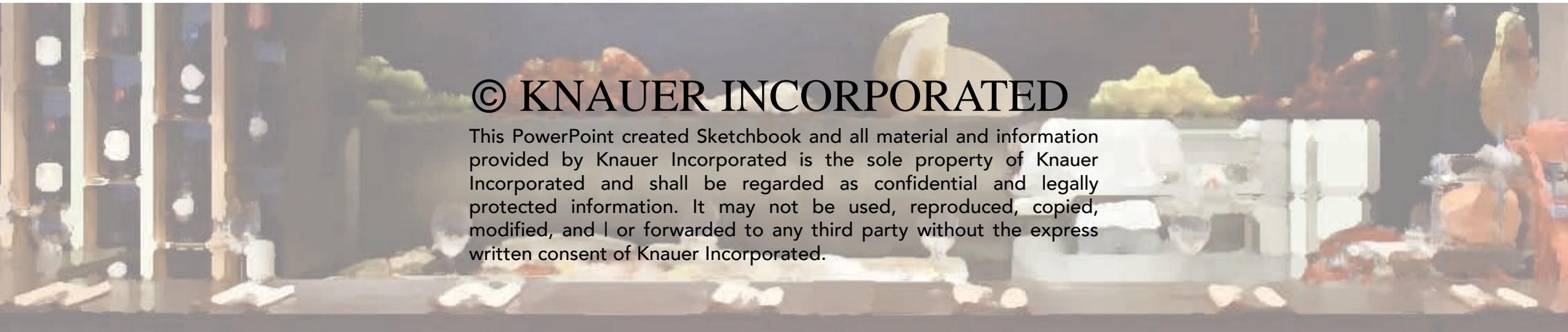






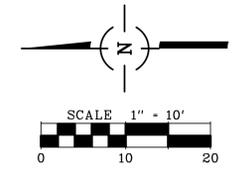
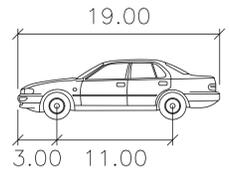
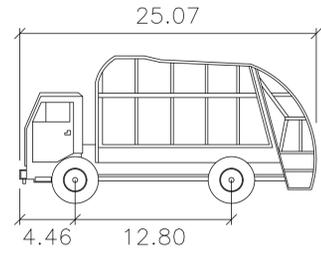




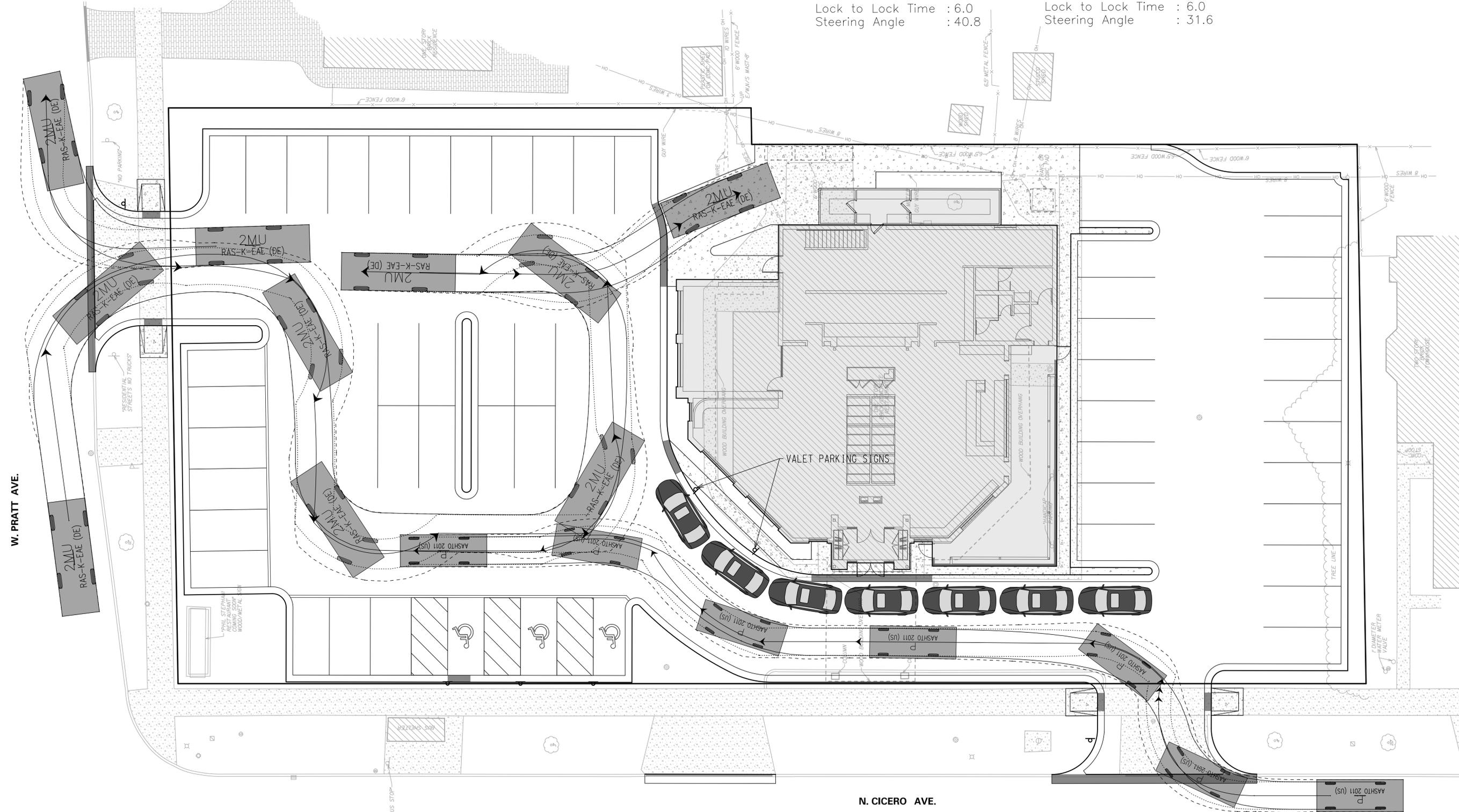


## © KNAUER INCORPORATED

This PowerPoint created Sketchbook and all material and information provided by Knauer Incorporated is the sole property of Knauer Incorporated and shall be regarded as confidential and legally protected information. It may not be used, reproduced, copied, modified, and forwarded to any third party without the express written consent of Knauer Incorporated.



2MU	feet	P	feet
Width	: 8.20	Width	: 7.00
Track	: 8.20	Track	: 6.00
Lock to Lock Time	: 6.0	Lock to Lock Time	: 6.0
Steering Angle	: 40.8	Steering Angle	: 31.6



NO.	DATE	REMARKS

NO.	DATE	REMARKS

**CAR STACKING AND AUTO TURNING EXHIBIT**  
**STEFAN'S OSTERIA**  
 6755 N. CICERO AVE.  
 LINCOLNWOOD, ILLINOIS

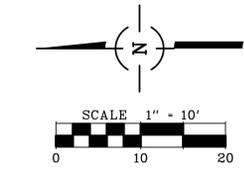
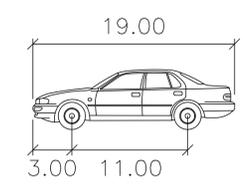
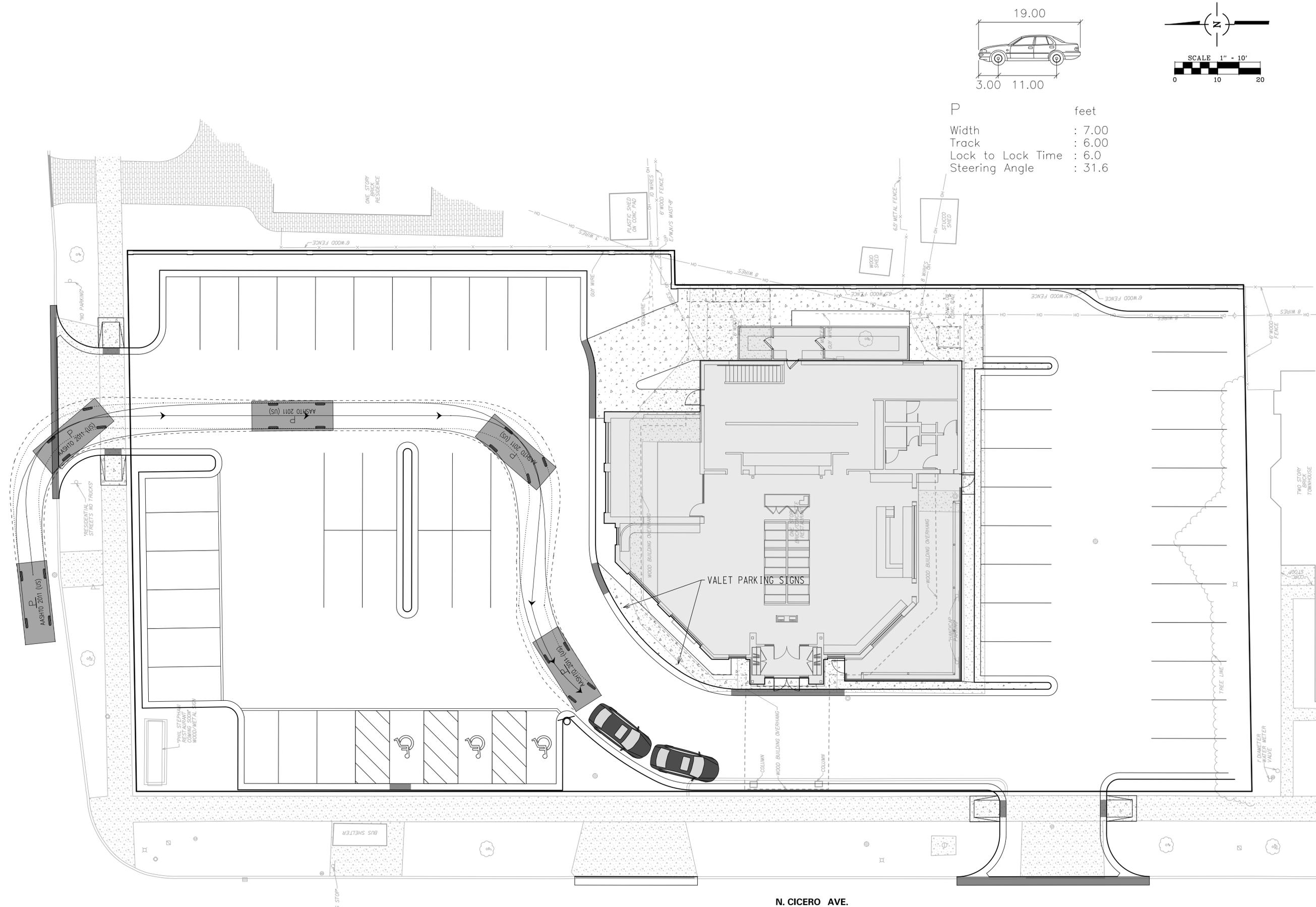
**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**  
 9575 W. Higgins Road, Suite 700,  
 Rosemont, Illinois 60018  
 Phone: (847) 676-4060 Fax: (847) 676-4065



FILENAME:  
9743EXH-CAR STACK  
 DATE:  
03/08/17  
 JOB NO.  
9743

SHEET  
**AT1**  
 1 OF 1

W. PRATT AVE.



P feet  
 Width : 7.00  
 Track : 6.00  
 Lock to Lock Time : 6.0  
 Steering Angle : 31.6

1 3/20/17 PER VILLAGE COMMENTS

CAR STACKING AND AUTO TURNING EXHIBIT  
 STEFANI'S OSTERIA  
 6755 N. CICERO AVE.  
 LINCOLNWOOD, ILLINOIS

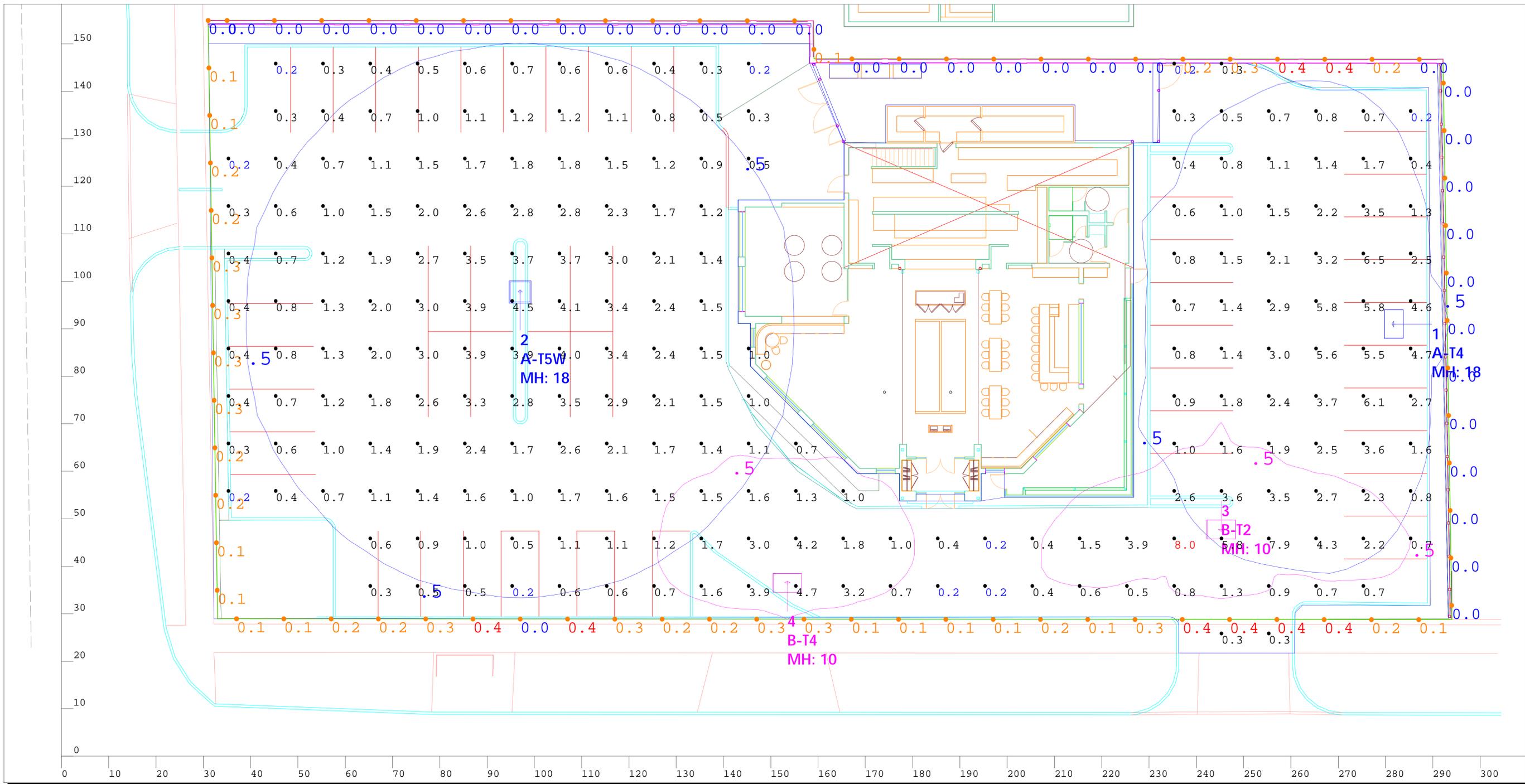
CONSULTING ENGINEERS  
 SITE DEVELOPMENT ENGINEERS  
 LAND SURVEYORS

9575 W. Higgins Road, Suite 700,  
 Rosemont, Illinois 60018  
 Phone: (847) 676-4060 Fax: (847) 676-4065



FILENAME:  
 9743EXH-CAR STACK  
 DATE:  
 03/08/17  
 JOB NO.  
 9743

SHEET  
 AT1  
 1 OF 1



Scale: 1 inch= 10 Ft.

Symbol	Qty	Label	Arrangement	Lum. Lumens	Arr. Lum. Lumens	Lum. Watts	Arr. Watts	LLF	Description	[MANUFAC]
☐	1	A-T4	SINGLE	14834	14834	223.5	223.5	0.900	VP-L-96NB-220-4K-T4-BLC	BEACON PRODUCTS
☐	1	A-T5W	SINGLE	24106	24106	223.5	223.5	0.900	VP-L-96NB-220-4K-T5W	BEACON PRODUCTS
☐	1	B-T2	SINGLE	5610	5610	55.8	55.8	0.900	VP-S-24NB-55-4K-T2	BEACON PRODUCTS
☐	1	B-T4	SINGLE	3709	3709	55.8	55.8	0.900	VP-S-24NB-55-4K-T4-BLC	BEACON PRODUCTS

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description
PARKING LOT_Planar	Illuminance	Fc	1.74	8.0	0.2	8.70	40.00	READINGS TAKEN @ GROUND LEVEL
PROPERTY LINE	Illuminance	Fc	0.13	0.4	0.0	N.A.	N.A.	READINGS TAKEN @ GROUND LEVEL

LumNo	Label	X	Y	Z	Orient	Tilt
1	A-T4	404.5	114	18	180	0
2	A-T5W	211.75	112.75	18	90	0
3	B-T2	360	76.75	10	270	0
4	B-T4	268.25	53.5	10	90	0

Parking Lot Design Guide	Basic (for typical conditions) lux/ftc	Basic Enhanced Security (in consideration of personal security or vandalism) lux/ftc	Security (security lighting for public spaces) lux/ftc	High Security (security lighting for public spaces) lux/ftc
Minimum Horizontal Illuminance (Measured on parking surface without any shadowing from any object)	2.0/0.2	5.0/0.5	10.0/1.0	30.0-60.0/3.0-6.0
Uniformity Ratio Maximum - to - Minimum	20:1	15:1	15:1	*4:1 *Avg-Min
Minimum Vertical Illuminance (for facial recognition measured at 5' above the parking surface at the point of lowest horizontal illuminance)	1.0/0.1	2.5/0.25	5.0-8.0/0.5-0.8	12-60/1.2-6.0

Recommendations based on RP-33-99, RP-20-98, 9th Edition IESNA Lighting Handbook

Lighting calculations were performed using the following assumptions:  
 1. All fixtures are assumed to be uniformly distributed.  
 2. All fixtures are assumed to be uniformly distributed.  
 3. All fixtures are assumed to be uniformly distributed.  
 4. All fixtures are assumed to be uniformly distributed.  
 5. All fixtures are assumed to be uniformly distributed.  
 6. All fixtures are assumed to be uniformly distributed.  
 7. All fixtures are assumed to be uniformly distributed.  
 8. All fixtures are assumed to be uniformly distributed.  
 9. All fixtures are assumed to be uniformly distributed.  
 10. All fixtures are assumed to be uniformly distributed.



#	Date	Comments

Revisions

Drawn By: Jose Saucedo  
 Drawn By: jose.saucedo@pg-enlighten.com  
 Date: 3/20/2017  
 Scale: 1" = 10'

Project Name: **Stefani's in Lincolnwood**  
 Client Name: **MAYUR MODI - KNAUER INCORPORATED**



**Date: Mar 20, 2017**

PG enlighten  
500 Quail Ridge Drive  
Westmont, IL 60559  
Phone: (847) 228-1199  
Fax: (847) 228-6699

Job Name  
**STEFANI'S IN LINCOLNWOOD**

Bid Date  
Mar 20, 2017

Submittal Date  
Mar 20, 2017



Mar 20, 2017

**RE: STEFANI'S IN LINCOLNWOOD**

<b>Type</b>	<b>MFG</b>	<b>Part</b>
A-T4	BEACON PRODUCTS by Hubbell	VP-L-96NB-220-4K-T4-BLC
A-T5W	BEACON PRODUCTS by Hubbell	VP-L-96NB-220-4K-T5W
B-T2	BEACON PRODUCTS by Hubbell	VP-S-24NB-55-4K-T2
B-T4	BEACON PRODUCTS by Hubbell	VP-S-24NB-55-4K-T4-BLC

# VIPER L SERIES

ENHANCED LARGE VIPER LUMINAIRE

Cat.#	
Job	Type



Approvals

## SPECIFICATIONS

### Intended Use:

The Beacon Viper luminaire is available in two sizes with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 1000W MH or HPS. Luminaires are suitable for wet locations.

### Construction:

- Manufactured with die cast aluminum.
- Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
- External hardware is corrosion resistant.
- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

### Electrical:

- Luminaire accepts 100V through 277V, 50 Hz to 60 Hz (UNV) 347V or 480V input.
- Power factor is  $\geq .90$  at full load.
- All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL- 217F Notice 2.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
- Ambient operating temperature -40°C to 40°C
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Surge protection - 20KA.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).

### Controls/Options:

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the Motion Response system reduces the Wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full Wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Energeni for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night (see [www.beaconproducts.com/products/energeni](http://www.beaconproducts.com/products/energeni)).
- In addition, Viper can be specified with SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit [www.hubbellighting.com/sitesync](http://www.hubbellighting.com/sitesync) for more details.

### Installation:

- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included.

### Finish:

- IFS polyester powder-coat electrostatically applied and thermocured.
- IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

### Listings:

- DesignLights Consortium (DLC) qualified, consult DLC website for more details: <http://www.designlights.org/QPL>
- Listed to UL1598 and CSA22.2#250.0-24 for wet locations and 40°C ambient temperatures
- 3G rated for ANSI C136.31 high vibration applications with SF2 mounting
- IDA approved

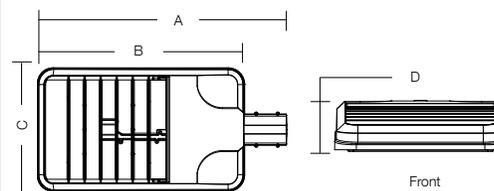
### Warranty:

Five year limited warranty for more information visit: [www.hubbellighting.com/resources/warranty](http://www.hubbellighting.com/resources/warranty)

## PRODUCT IMAGE(S)

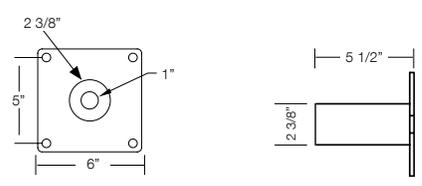
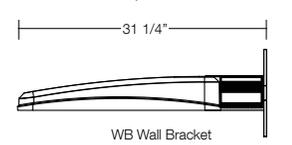
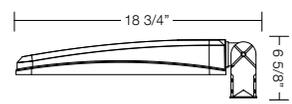
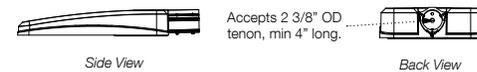


## DIMENSIONS



A	B	C	D	Weight:	EPA
29.12"	24.19"	14.25"	4.13"	25.0 lbs	1.0 ft <sup>2</sup>
(704 mm)	(614 mm)	(362 mm)	(105 mm)	(11.3 kg)	

## MOUNTING OPTIONS



## CERTIFICATIONS/LISTINGS



**IK05**

\*3000K and warmer CCTs only



Beacon Products • 2041 58th Avenue Circle East Bradenton, FL 34203 • Phone: 800-345-4928

Due to our continued efforts to improve our products, product specifications are subject to change without notice.

© 2016 BEACON PRODUCTS, All Rights Reserved • For more information visit our website: [www.beaconproducts.com](http://www.beaconproducts.com) • Printed in USA SPEC 11/16





Notes:

**ORDERING INFORMATION** ORDERING EXAMPLE: VPL/96NB-280/5K/T4/UNV/PCR-TL/GENIXX/BLC/RA/BBT

VPL											
SERIES	ENGINE-WATTS	LED COLOR	VOLTAGE	ELECTRICAL OPTIONS	HOUSE SIDE SHIELD OPTIONS	OPTICS <sup>4</sup>		LEFT RIGHT OPTICS <sup>4</sup>		FINISH	
VPL viper-large	64NB-135 135W, LED array	3K 3000K	UNV 120-277V	PCR-TL 7 pin twist lock receptacle with photo control	HSS-90 house side shield 90°	T1 type I	T1L type 1 left			BBT basic black textured	
	80NB-180 180W, LED array	4K 4000K	347V 347V	PCR-SC 7 pin twist lock receptacle with shorting cap	HSS-180 house side shield 180°	T2 type II	T1R type 1 right			BMT black matte textured	
	80NB-235 235W, LED array	5K 5000K	480V 480V	2PF <sup>7</sup> dual power feed	BLC <sup>3</sup> backlight control	T3 type III	T2L type 2 left			WHT white textured	
	96NB-220 220W, LED array			PCR-U 7 pin twist lock receptacle	SENSOR OPTIONS	T4 type IV	T2R type 2 right			MBT metallic bronze textured	
	96NB-280 280W, LED array				MDD <sup>2,5</sup> motion dimming detector	T5R type V, rectangular	T3L type 3 left			BZT bronze textured	
	96NB-395 395W, LED array				BIRD DETERRENT	T5QM type V, square medium	T3R type 3 right			DBT dark bronze textured	
					BSP bird spike	T5W type V, round wide	T4L type 4 left			GYS gray smooth	
					MOUNTING OPTIONS	FR front row auto optic	T4R type 4 right			DPS dark platinum smooth	
					RA rectangular arm for round or square pole mount. Round Pole Adapter included.	FRL front row left	T4R type 4 right			GNT green textured	
					SF2 2 3/8" OD slip-fitter	FRR front row right				MST metallic silver textured	
					PK2 2 3/8" adjustable knuckle					MTT metallic titanium textured	
					WB wall bracket (use with SF2 or PK2), SF2 standard					OWI old world iron	
										RAL _____	

**PRECOMMISSIONED SITESYNC ORDERING INFORMATION:** When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit [www.HubbellLighting.com/sitesync](http://www.HubbellLighting.com/sitesync) or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with Motion control (SWPM) require the mounting height of the fixture for selection of the lens.

Examples: VP-L/80NB-235/5K/T3/UNV/SWP/RA/DBT SiteSync only  
VP-L/80NB-235/5K/T3/UNV/SWPM-20F/RA/DBT SiteSync with Motion Control

**MDD ORDERING INFORMATION:** When ordering a fixture with the motion detection option (MDD), please specify the appropriate information. These settings are specified in the ordering as shown in the example below.

VP-L/80NB-235/5K/T3/UNV/MDD - 1 to 30 min. - 33% or 50% - ?? / RA/DBT  
High to Dim Delay Low Level Mounting Height (ft.)

<sup>1</sup> Must specify group and zone information at time of order. See [www.hubbellighting.com/sitesync](http://www.hubbellighting.com/sitesync) for further details

<sup>2</sup> Specify time delay, dimming level and mounting height.

<sup>3</sup> T4 optic only.

<sup>4</sup> To rotate optics Left or right 90 degrees, specify L or R after the optical distribution example T4L.

<sup>5</sup> Not available with other control or sensor options.

<sup>6</sup> When ordering Energeni, specify the routine setting code (example GENI-04). See Energeni brochure and instructions for setting table and options. Not available with sensor options.

<sup>7</sup> Not available for 347V or 480V input.

Accessories and Services (Ordered Separately)

Catalog Number	Description
SWUSB*	SiteSync loaded on USB flash drive (Windows based only)
SWTAB*	SiteSync Windows Tablet
SWBRG*	SiteSync Wireless Bridge Node

\*When ordering with SiteSync, one of the following interface options must be chosen and ordered separately. Each option contains the SiteSync License, GUI and Bridge Node.

+ If needed, an additional Bridge Node can be ordered.



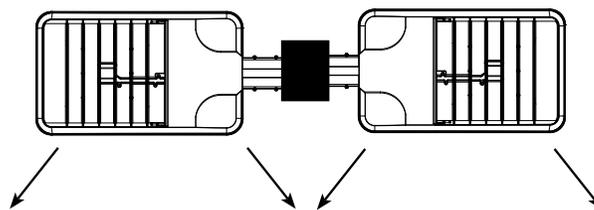
DesignLights Consortium qualified. Consult DLC website for more details: <http://www.designlights.org/QPL>



SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.

LEFT ROTATED OPTIC

RIGHT ROTATED OPTIC





**VIPER L SERIES**

ENHANCED LARGE VIPER LUMINAIRE

Cat.#	
Job	Type



Approvals

**SPECIFICATIONS**

**Intended Use:**

The Beacon Viper luminaire is available in two sizes with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 1000W MH or HPS. Luminaires are suitable for wet locations.

**Construction:**

- Manufactured with die cast aluminum.
- Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
- External hardware is corrosion resistant.
- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

**Electrical:**

- Luminaire accepts 100V through 277V, 50 Hz to 60 Hz (UNV) 347V or 480V input.
- Power factor is ≥ .90 at full load.
- All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL- 217F Notice 2.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
- Ambient operating temperature -40°C to 40°C
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Surge protection - 20KA.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).

**Controls/Options:**

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the Motion Response system reduces the Wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full Wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Energeni for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night (see [www.beaconproducts.com/products/energeni](http://www.beaconproducts.com/products/energeni)).
- In addition, Viper can be specified with SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit [www.hubbellighting.com/sitesync](http://www.hubbellighting.com/sitesync) for more details.

**Installation:**

- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included.

**Finish:**

- IFS polyester powder-coat electrostatically applied and thermocured.
- IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

**Listings:**

- DesignLights Consortium (DLC) qualified, consult DLC website for more details: <http://www.designlights.org/QPL>
- Listed to UL1598 and CSA22.2#250.0-24 for wet locations and 40°C ambient temperatures
- 3G rated for ANSI C136.31 high vibration applications with SF2 mounting
- IDA approved

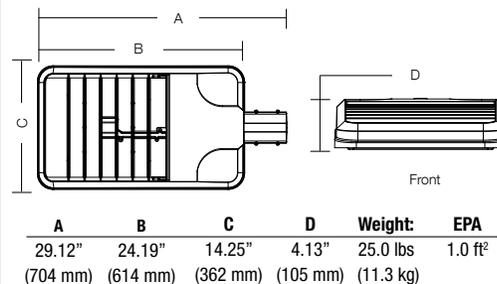
**Warranty:**

Five year limited warranty for more information visit: [www.hubbellighting.com/resources/warranty](http://www.hubbellighting.com/resources/warranty)

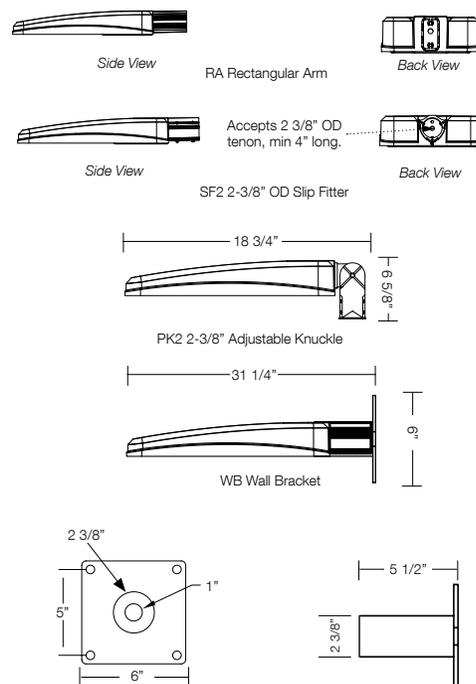
**PRODUCT IMAGE(S)**



**DIMENSIONS**



**MOUNTING OPTIONS**



**CERTIFICATIONS/LISTINGS**



**IK05**

\*3000K and warmer CCTs only



Beacon Products • 2041 58th Avenue Circle East Bradenton, FL 34203 • Phone: 800-345-4928

Due to our continued efforts to improve our products, product specifications are subject to change without notice.

© 2016 BEACON PRODUCTS, All Rights Reserved • For more information visit our website: [www.beaconproducts.com](http://www.beaconproducts.com) • Printed in USA SPEC 11/16





Notes:

**ORDERING INFORMATION** ORDERING EXAMPLE: VPL/96NB-280/5K/T4/UNV/PCR-TL/GENIXX/BLC/RA/BBT

<b>VPL</b>										
SERIES	ENGINE-WATTS	LED COLOR	VOLTAGE	ELECTRICAL OPTIONS	HOUSE SIDE SHIELD OPTIONS	SENSOR OPTIONS		FINISH		
VPL viper-large	64NB-135 135W, LED array 80NB-180 180W, LED array 80NB-235 235W, LED array 96NB-220 220W, LED array <b>96NB-280 280W, LED array</b> 96NB-395 395W, LED array	3K 3000K <b>4K 4000K</b> 5K 5000K	UNV 120-277V 347V 347V 480V 480V	PCR-TL 7 pin twist lock receptacle with photo control PCR-SC 7 pin twist lock receptacle with shorting cap 2PF <sup>7</sup> dual power feed PCRU 7 pin twist lock receptacle	HSS-90 house side shield 90° HSS-180 house side shield 180° BLC <sup>3</sup> backlight control	MDD <sup>2,5</sup> motion dimming detector		BBT basic black textured BMT black matte textured WHT white textured MBT metallic bronze textured BZT bronze textured DBT dark bronze textured GYS gray smooth DPS dark platinum smooth GNT green textured MST metallic silver textured MTT metallic titanium textured OWI old world iron RAL _____		
OPTICS <sup>4</sup>		LEFT RIGHT OPTICS <sup>4</sup>		CONTROL OPTIONS		BIRD DETERRENT		MOUNTING OPTIONS		
T1 type I T2 type II T3 type III T4 type IV T5R type V, rectangular T5QM type V, square medium <b>T5W type V, round wide</b> FR front row auto optic		T1L type 1 left T1R type 1 right T2L type 2 left T2R type 2 right T3L type 3 left T3R type 3 right T4L type 4 left T4R type 4 right FRL front row left FRR front row right		GENI-XX <sup>6</sup> energeni SWP <sup>1,5</sup> SiteSync Wireless Pre-Commission SWPM <sup>2,5</sup> SiteSync Wireless Pre-Commission w/ Motion Detection		BSP bird spike		RA rectangular arm for round or square pole mount. Round Pole Adapter included. SF2 2 3/8" OD slip-fitter PK2 2 3/8" adjustable knuckle WB wall bracket (use with SF2 or PK2), SF2 standard		

**PRECOMMISSIONED SITESYNC ORDERING INFORMATION:** When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit [www.HubbellLighting.com/sitesync](http://www.HubbellLighting.com/sitesync) or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with Motion control (SWPM) require the mounting height of the fixture for selection of the lens.

Examples: VP-L/80NB-235/5K/T3/UNV/SWP/RA/DBT SiteSync only  
VP-L/80NB-235/5K/T3/UNV/SWPM-20F/RA/DBT SiteSync with Motion Control

**MDD ORDERING INFORMATION:** When ordering a fixture with the motion detection option (MDD), please specify the appropriate information. These settings are specified in the ordering as shown in the example below.



<sup>1</sup> Must specify group and zone information at time of order. See [www.hubbellighting.com/sitesync](http://www.hubbellighting.com/sitesync) for further details

<sup>2</sup> Specify time delay, dimming level and mounting height.

<sup>3</sup> T4 optic only.

<sup>4</sup> To rotate optics Left or right 90 degrees, specify L or R after the optical distribution example T4L.

<sup>5</sup> Not available with other control or sensor options.

<sup>6</sup> When ordering Energeni, specify the routine setting code (example GENI-04). See Energeni brochure and instructions for setting table and options. Not available with sensor options.

<sup>7</sup> Not available for 347V or 480V input.

Accessories and Services (Ordered Separately)

Catalog Number	Description
SWUSB*	SiteSync loaded on USB flash drive (Windows based only)
SWTAB*	SiteSync Windows Tablet
SWBRG*	SiteSync Wireless Bridge Node

\* When ordering with SiteSync, one of the following interface options must be chosen and ordered separately. Each option contains the SiteSync License, GUI and Bridge Node.

+ If needed, an additional Bridge Node can be ordered.



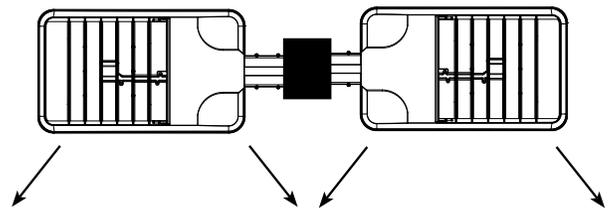
DesignLights Consortium qualified. Consult DLC website for more details: <http://www.designlights.org/QPL>



SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.

LEFT ROTATED OPTIC

RIGHT ROTATED OPTIC





<b>VIPER S SERIES</b> SMALL VIPER LUMINAIRE	Cat.#	
	Job	
		Approvals

**SPECIFICATIONS**

**Intended Use:**

The Beacon Viper luminaire is available with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 400W MH or HPS.

**Construction:**

- Manufactured with die cast aluminum.
- Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
- External hardware is corrosion resistant.
- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

**Electrical:**

- 100V through 277V, 50 Hz to 60 Hz (UNV), or 347V or 480V input.
- Power factor is  $\geq .90$  at full load.
- All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL- 217F Notice 2.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
- The housing is designed for an optional twist lock photo control receptacle.
- Ambient operating temperature -40°C to 40°C
- Surge protection - 20KA.
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fall on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).

**Controls/Options:**

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the Motion Response system reduces the wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Energeni for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night (see [www.beaconproducts.com/products/energeni](http://www.beaconproducts.com/products/energeni)).
- In addition, Viper can be specified with **SiteSync™** wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit [www.hubbellighting.com/sitesync](http://www.hubbellighting.com/sitesync) for more details.

**Installation:**

- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included.

**Finish:**

- IFS polyester powder-coat electrostatically applied and thermocured.
  - IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
  - The finish meets the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.
- Listings:**
- DesignLights Consortium (DLC) qualified, consult DLC website for more details: <http://www.designlights.org/QPL>
  - Listed to UL1598 and CSA22.2#250.0-24 for wet locations and 40°C ambient temperatures
  - 3G rated for ANSI C136.31 high vibration applications with SF2 mounting
  - IDA approved

**Warranty:**

Five year limited warranty for more information visit: [www.hubbellighting.com/resources/warranty](http://www.hubbellighting.com/resources/warranty)

**CERTIFICATIONS/LISTINGS**

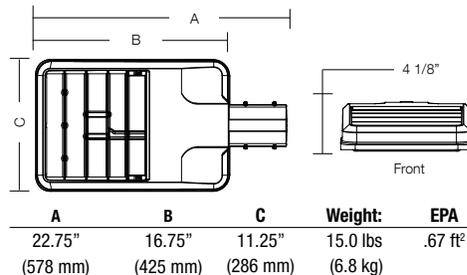


\*3000K and warmer CCTs only

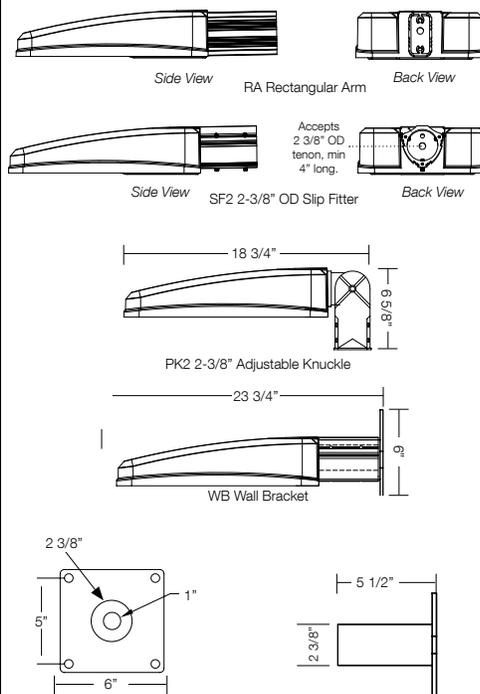
**PRODUCT IMAGE(S)**



**DIMENSIONS**



**MOUNTING OPTIONS**





**ORDERING INFORMATION** ORDERING EXAMPLE: VPS/36NB-80/5K/T4/UNV/PCR-TL/SWP/BLC/RA/BBT

VPS									
SERIES	ENGINE-WATTS	LED COLOR	VOLTAGE	ELECTRICAL OPTIONS	HOUSE SIDE SHIELD OPTIONS	FINISH			
VPS viper-small	24NB-55 55W, LED array	3K 3000K 4K 4000K 5K 5000K	UNV 120-277V 347V 347V 480V 480V	PCR-TL Twist lock receptacle with photo control PCR-SC Twist lock receptacle with shorting cap PCR-U Twist lock receptacle dual power feed 2PF <sup>7</sup>	HSS-90 house side shield 90° HSS-180 house side shield 180° BLC <sup>3</sup> backlight control	BBT basic black textured BMT black matte textured WHT white textured MBT metallic bronze textured BZT bronze textured DBT dark bronze textured GYS gray smooth DPS dark platinum smooth GNT green textured MST metallic silver textured MTT metallic titanium textured OWI old world iron RAL _____			
	30NB-70 70W, LED array 36NB-80 80W, LED array 48NB-110 110W, LED array 60NB-136 136W, LED array	<b>OPTICS<sup>4</sup></b> T1 type I T2 type II T3 type III T4 type IV T5R type V, rectangular T5QM type V, square medium T5W type V, round wide FR front row auto optic			<b>SENSOR OPTIONS</b> MDD <sup>2,5</sup> motion dimming detector	<b>BIRD DETERRENT</b> BSP bird spike			
				<b>CONTROL OPTIONS</b> GENI-XX <sup>9</sup> Energeni SWP <sup>1,5</sup> SiteSync Wireless Pre-Commission SWPM <sup>2,5</sup> SiteSync Wireless Pre-Commission w/ Motion Detection		<b>MOUNTING OPTIONS</b> RA rectangular arm for round or square pole mount. RPA included. SF2 2 3/8" OD slip-fitter PK2 2 3/8" adjustable knuckle WB wall bracket (use with SF2 or PK2), SF2 standard			

<sup>1</sup> Must specify group and zone information at time of order. See www.hubbellighting.com/controls/sitesync for further details.  
<sup>2</sup> Specify time delay, dimming level and mounting height.  
<sup>3</sup> T4 optic only.  
<sup>4</sup> To rotate optics Left or right 90 degrees, specify L or R after the optical distribution example T4L.  
<sup>5</sup> Not available with other control or sensor options.  
<sup>6</sup> When ordering Energeni, specify the routine setting code (example GENI-04). See Energeni brochure and instructions for setting table and options. Not available with sensor options.  
<sup>7</sup> Not available for 347V or 480V input.

**PRECOMMISSIONED SITESYNC ORDERING INFORMATION:** When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit www.HubbellLighting.com/products/sitesync or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with Motion control (SWPM) require the mounting height of the fixture for selection of the lens.

Examples: VP-S/24NB-55/5K/T3/UNV/SWP/RA/DBT SiteSync only  
 VP-S/24NB-55/5K/T3/UNV/SWPM-20F/RA/DBT SiteSync with Motion Control

**MDD ORDERING INFORMATION:** When ordering a fixture with the motion detection option (MDD), please specify the appropriate information. These settings are specified in the ordering as shown in the example below.

VP-S/24NB-55/5K/T3/UNV/MDD - 1 to 30 min. - 33% or 50% - ?? / RA/DBT  
 High to Dim Delay Low Level Mounting Height (ft.)

Accessories and Services (Ordered Separately)

Catalog Number	Description
SWUSB*	SiteSync loaded on USB flash drive (Windows based only)
SWTAB*	SiteSync Windows Tablet
SWBRG*	SiteSync Wireless Bridge Node

\* When ordering with SiteSync, one of the following interface options must be chosen and ordered separately. Each option contains the SiteSync License, GUI and Bridge Node.  
 + If needed, an additional Bridge Node can be ordered.



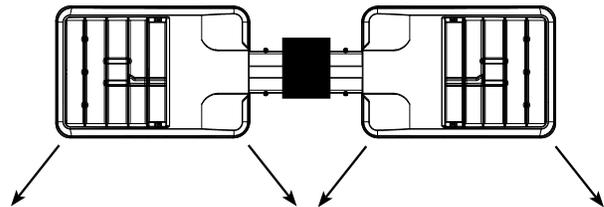
DesignLights Consortium qualified. Consult DLC website for more details: <http://www.designlights.org/QPL>



SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.

LEFT ROTATED OPTIC

RIGHT ROTATED OPTIC





**VIPER S  
SERIES**

SMALL VIPER LUMINAIRE

Cat.#

Job

Type



Approvals

**SPECIFICATIONS**

**Intended Use:**

The Beacon Viper luminaire is available with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 400W MH or HPS.

**Construction:**

- Manufactured with die cast aluminum.
- Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
- External hardware is corrosion resistant.
- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

**Electrical:**

- 100V through 277V, 50 Hz to 60 Hz (UNV), or 347V or 480V input.
- Power factor is  $\geq .90$  at full load.
- All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL- 217F Notice 2.
- Dimming drivers are standard, but must contact factory to request wiring leads for purpose of external dimming controls.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
- The housing is designed for an optional twist lock photo control receptacle.
- Ambient operating temperature -40°C to 40°C
- Surge protection - 20KA.
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fall on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).

**Controls/Options:**

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the Motion Response system reduces the wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Energeni for optional set dimming, timed dimming with simple delay, or timed dimming based on time of night (see [www.beaconproducts.com/products/energeni](http://www.beaconproducts.com/products/energeni)).
- In addition, Viper can be specified with **SiteSync™** wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit [www.hubbellighting.com/sitesync](http://www.hubbellighting.com/sitesync) for more details.

**Installation:**

- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included.

**Finish:**

- IFS polyester powder-coat electrostatically applied and thermocured.
  - IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
  - The finish meets the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.
- Listings:**
- DesignLights Consortium (DLC) qualified, consult DLC website for more details: <http://www.designlights.org/QPL>
  - Listed to UL1598 and CSA22.2#250.0-24 for wet locations and 40°C ambient temperatures
  - 3G rated for ANSI C136.31 high vibration applications with SF2 mounting
  - IDA approved

**Warranty:**

Five year limited warranty for more information visit: [www.hubbellighting.com/resources/warranty](http://www.hubbellighting.com/resources/warranty)

**CERTIFICATIONS/LISTINGS**

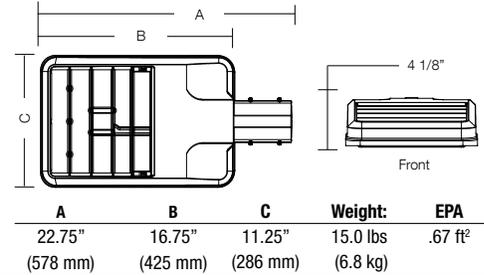


\*3000K and warmer CCTs only

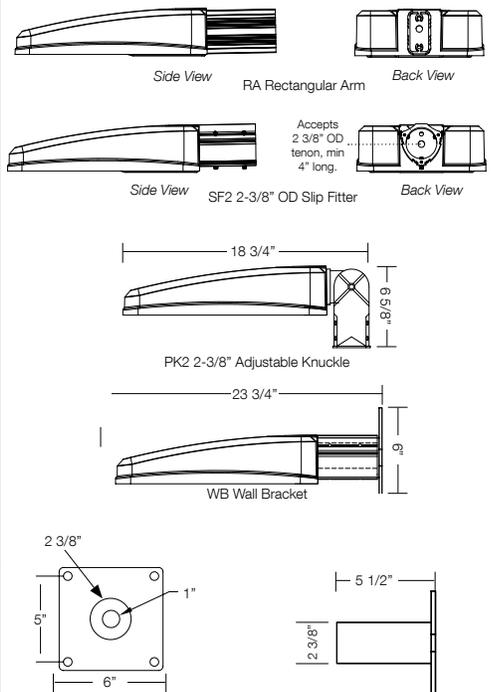
**PRODUCT IMAGE(S)**



**DIMENSIONS**



**MOUNTING OPTIONS**





Notes:

**ORDERING INFORMATION** ORDERING EXAMPLE: VPS/36NB-80/5K/T4/UNV/PCR-TL/SWP/BLC/RA/BBT

VPS										
SERIES	ENGINE-WATTS	LED COLOR	VOLTAGE	ELECTRICAL OPTIONS	HOUSE SIDE SHIELD OPTIONS	FINISH				
VPS viper-small	24NB-55 55W, LED array	3K 3000K 4K 4000K 5K 5000K	UNV 120-277V 347V 347V 480V 480V	PCR-TL Twist lock receptacle with photo control PCR-SC Twist lock receptacle with shorting cap PCR-U Twist lock receptacle dual power feed 2PF <sup>7</sup>	HSS-90 house side shield 90° HSS-180 house side shield 180° BLC <sup>3</sup> backlight control	BBT basic black textured BMT black matte textured WHT white textured MBT metallic bronze textured BZT bronze textured DBT dark bronze textured GYS gray smooth DPS dark platinum smooth GNT green textured MST metallic silver textured MTT metallic titanium textured OWI old world iron RAL _____				
	30NB-70 70W, LED array 36NB-80 80W, LED array 48NB-110 110W, LED array 60NB-136 136W, LED array	<b>OPTICS<sup>4</sup></b> T1 type I T2 type II T3 type III T4 type IV T5R type V, rectangular T5QM type V, square medium T5W type V, round wide FR front row auto optic			<b>SENSOR OPTIONS</b> MDD <sup>2,5</sup> motion dimming detector	<b>BIRD DETERRENT</b> BSP bird spike				
			<b>CONTROL OPTIONS</b> GENI-XX <sup>6</sup> Energeni SWP <sup>1,5</sup> SiteSync Wireless Pre-Commission SWPM <sup>2,5</sup> SiteSync Wireless Pre-Commission w/ Motion Detection		<b>MOUNTING OPTIONS</b> RA rectangular arm for round or square pole mount. RPA included. SF2 2 3/8" OD slip-fitter PK2 2 3/8" adjustable knuckle WB wall bracket (use with SF2 or PK2), SF2 standard					

<sup>1</sup> Must specify group and zone information at time of order. See www.hubbellighting.com/controls/sitesync for further details.  
<sup>2</sup> Specify time delay, dimming level and mounting height.  
<sup>3</sup> T4 optic only.  
<sup>4</sup> To rotate optics Left or right 90 degrees, specify L or R after the optical distribution example T4L.  
<sup>5</sup> Not available with other control or sensor options.  
<sup>6</sup> When ordering Energeni, specify the routine setting code (example GENI-04). See Energeni brochure and instructions for setting table and options. Not available with sensor options.  
<sup>7</sup> Not available for 347V or 480V input.

**PRECOMMISSIONED SITESYNC ORDERING INFORMATION:** When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit www.HubbellLighting.com/products/sitesync or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with Motion control (SWPM) require the mounting height of the fixture for selection of the lens.

Examples: VP-S/24NB-55/5K/T3/UNV/SWP/RA/DBT SiteSync only  
 VP-S/24NB-55/5K/T3/UNV/SWPM-20F/RA/DBT SiteSync with Motion Control

**MDD ORDERING INFORMATION:** When ordering a fixture with the motion detection option (MDD), please specify the appropriate information. These settings are specified in the ordering as shown in the example below.

VP-S/24NB-55/5K/T3/UNV/MDD - 1 to 30 min. - 33% or 50% - ?? / RA/DBT  
 High to Dim Delay Low Level Mounting Height (ft.)

Accessories and Services (Ordered Separately)

Catalog Number	Description
SWUSB*	SiteSync loaded on USB flash drive (Windows based only)
SWTAB*	SiteSync Windows Tablet
SWBRG*	SiteSync Wireless Bridge Node

\* When ordering with SiteSync, one of the following interface options must be chosen and ordered separately. Each option contains the SiteSync License, GUI and Bridge Node.  
 + If needed, an additional Bridge Node can be ordered.



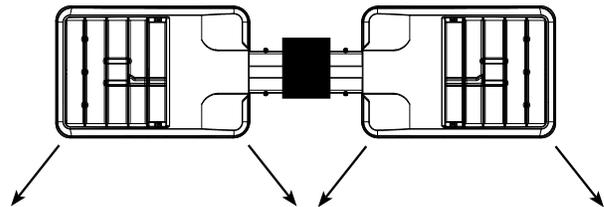
DesignLights Consortium qualified. Consult DLC website for more details: <http://www.designlights.org/QPL>



SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.

LEFT ROTATED OPTIC

RIGHT ROTATED OPTIC



**Site Photos – 6755 Cicero Avenue (from Google Street View)**



Image depicting site, looking southeast from intersection of Pratt & Cicero



Image depicting site, looking west from Cicero Avenue



Image depicting site, looking west from Cicero Avenue (existing evergreens at south property line)



Image depicting site, looking south from Pratt Avenue



## **Economic Development Commission**

### **Redevelopment of the Former Kow Kow Restaurant Site**

The redevelopment of the former Kow Kow restaurant site, at the southeast corner of Pratt and Cicero Avenues, with a new Stefani's restaurant provides the Village with an opportunity to not only bring a small corner commercial property back to life and back on to the tax rolls, but also welcome a high quality restaurant into the Village. The regional draw and high profile of a Stefani's restaurant will bring a fine dining option to the Village on a property where surrounding land uses, traffic patterns, and traffic counts would typically draw a scaled-down local commercial business. There are very few restaurants that could succeed on a lower profile corner, but the name recognition and reputation of Stefani's will likely bring visitors from throughout the Village and up and down the North Shore. The Economic Development Commission fully supports Village efforts to bring the Stefani's restaurant proposal to fruition, as it will not only enhance the quality of life for our residents, but also significantly contribute to the Village's tax base.

While formal plans have yet to be presented to the Village, early indications are that Lincolnwood resident Phil Stefani will bring a 5,000+ square-foot modern restaurant and bar to this property. It is anticipated that a strong architectural design, combined with the addition of green space and a modern landscape design, will add a new sophisticated aesthetic to this neighborhood commercial location. A reduction in curb cuts will fulfill one of the goals of the 2016 Comprehensive Plan, while a significantly improved site will greatly improve the property and bring the sales tax revenues the Village is seeking on commercial corridors and nodes. A restaurant of this size and caliber, with a "white tablecloth" menu and commensurate pricing, can be expected to generate significant sales tax revenues to the Village.

Communities often spend tens of thousands of dollars marketing their amenities, while a Stefani's restaurant can draw the same or more attention from consumers without any Village financial investment. However, in order to draw high quality restaurants, which can act as a catalyst for other highly regarded restaurants, it is necessary for the Village to invest its time and effort in bringing a restaurant such as this to fruition. The Commission stands ready to lend its support for a restaurant redevelopment that represents a financial investment in Lincolnwood's future.

***This statement was approved by the Lincolnwood Economic Development Commission on March 22, 2017, by a consensus vote.***