

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
5:45 P.M. SEPTEMBER 19, 2017**

**AGENDA**

**I) Call to Order**

**II) Roll Call**

**III) Regular Business**

- 1) Discussion Concerning Proposed Zoning Code Text Amendments (5:45 – 6:15 p.m.)
- 2) Discussion Concerning Proposed Modifications to the Stormwater Payment-in-Lieu Fee (6:15 – 6:30 p.m.)
- 3) Discussion Concerning Stormwater Management Projects (6:30 – 7:00 p.m.)
- 4) Discussion Concerning Police Department Lobby Modifications (7:00 – 7:15 p.m.)
- 5) Discussion Concerning a Possible Crime Free Housing Ordinance (7:15 – 7:30 p.m.)

**IV) Public Comment**

**V) Adjournment**

DATE POSTED: September 15, 2017

# MEMORANDUM

TO: President Bass and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: September 15, 2017

SUBJECT: **September 19, 2017 Committee of the Whole Meeting**

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **5:45 p.m.** on Tuesday evening. Dinner will be available beginning at 5:00 p.m. in the Village Hall Board Conference Room. Please find below a summary of the items for discussion:

1) **Discussion Concerning Proposed Zoning Code Text Amendments (5:45 – 6:15 p.m.)**

Staff has reviewed various variations granted over the past several years and has created a list of potential zoning code text amendments which, if granted, would make it easier for petitioners to move projects forward without the need to seek variations. Staff will be bringing a series of recommendations forward over several Committee of the Whole meetings. [Attached](#) is a memorandum from the Community Development Director summarizing the first set of proposed amendments for possible referral to the Plan Commission.

2) **Discussion Concerning Proposed Modifications to the Stormwater Payment-in-Lieu Fee (6:15 – 6:30 p.m.)**

For all commercial developments, petitioners are required to comply with the Village's Stormwater Management Ordinance. The Ordinance provides an option where applicants can petition the Village Engineer with a hardship which they believe makes it difficult for their project to provide the required stormwater detention. If the Village Engineer grants it, applicants can pay a fee rather than construct the actual required detention. [Attached](#) is a memorandum from the Public Works Director summarizing a recommended change to this program.

3) **Discussion Concerning Stormwater Management Projects (6:30 – 7:00 p.m.)**

Staff has been working to implement the Stormwater Management Plan as prepared by AB&H and approved by the Village Board. To date, the pilot area street storage project is the first project to be completed. As this plan outlined a variety of projects over several years that need to be completed to bring the Village up to the 10-year level of storm protection, it is important to keep reviewing and discussing the various projects contained in the plan. [Attached](#) is a memorandum from the Public Works Director summarizing the recommended next steps in the plan and outlining the direction staff is seeking from the Board.

4) **Discussion Concerning Police Department Lobby Modifications (7:00 – 7:15 p.m.)**

At its last COTW meeting, the Board discussed the need to enhance the safety features of the Police lobby, now that it is closed after 5:00 p.m. on weekdays and the entire weekend.

[Attached](#) is a memorandum from the Assistant to the Village Manager providing follow-up to the requested information.

5) **Discussion Concerning a Possible Crime Free Housing Ordinance (7:15 – 7:30 p.m.)**

Mayor Bass has requested that the Board consider adopting a Crime Free Housing Ordinance, similar to one's the Village of Skokie and City of Evanston have adopted. [Attached](#) is a memorandum from the Police Chief summarizing the key components of what this Ordinance would entail.

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



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## MEMORANDUM

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**TO:** Timothy Wiberg, Village Manager

**FROM:** Steve McNellis, Community Development Director  
Doug Hammel, Community Development Manager

**DATE:** September 19, 2017

**SUBJECT:** Proposed Development-Friendly Zoning and Building Code Text Amendments

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This memorandum presents the first in a series of Zoning and Building Code regulations that staff believes warrant discussion and amendment based on input from the Village Board, Plan Commission, and Economic Development Commission. Staff anticipates bringing a new group of potential Code amendments to the Village Board approximately every six weeks. This will allow the opportunity to move these amendments through the Public Hearing process at a reasonable pace, that will not result in an overwhelming number of amendments being heard at one meeting.

The amendments for consideration in this memorandum and in future discussions have arisen primarily because they represent either: 1) repeated routine approvals of specific Variation requests; or 2) provide opportunities to remove development hindrances and be more business-friendly. In general, staff believes the proposed amendments no longer add the same value as they once did and should not require a lengthy review process in public meetings. In some cases, times and values have changed, and, in others, there are Code restrictions in place that protect the overall character of the community, making certain Code requirements unnecessary.

For each issue, the memorandum describes the relevant regulations, the impetus for its review, relevant policy questions that can be discussed as part of the formal amendment and hearing

process, and, where appropriate, potential regulatory solutions to be explored. The Code amendments recommended for consideration and referral include:

- Residential First Floor Height
- Building Coverage for Two-Car Garages
- Authority to Grant Permission for Extended Hours of Construction

### **Residential First Floor Height**

Section 4.11 of the Zoning Ordinance states that the maximum permitted first floor height for single-family structures is three feet. (First floor height is measured from the top of the curb at its highest point along the front property line to the top of the finished first floor of the structure.) The intent of this regulation is to continue the natural rhythm of home facades and prevent homes whose first floors are elevated to a point where they are not consistent with the character and proportions of existing homes in Village neighborhoods. Since 2015, three Variations from this regulation have been requested, and all have been granted. These Variations have been granted through the Minor Variation process (see Attachment #1 for the Minor Variation process) which provides Village staff with the authority to grant such a Variation for up to 15 percent of the requirement, or 5.4 inches. Variations that have been granted typically relate to additions that seek to match the existing finished floor height, though there was a recent request for a floor height Variation to accommodate stormwater considerations related to a new single-family home. The value in sending these requests through a Minor Variation process, which takes approximately one month, is not evident based upon consistent approvals.

Relevant policy questions to be explored through the amendment process include the following:

- Is there a different metric for finished first floor height that would accommodate common Variation requests such as for a building addition?
- If so, would that modified metric result in any significant impacts on neighborhood character?
- Should new home construction be treated the same way as existing homes for the purposes of this regulation?
- Are there specific conditions or objectives that would warrant Variation from the existing requirement, as opposed to changing the requirement altogether?

### **Building Coverage for Two-Car Garages**

Sections 4.11 and 4.12 of the Zoning Ordinance state that the maximum building coverage for a single-family home in the R-1, R-2, R-3 and R-4 Zoning Districts shall be no more than 35% of the area of the lot (see Attachment #2). The Zoning Ordinance defines “building coverage” as *“the horizontal area measured within the outside of the exterior walls of the ground floor of all*

*principle and accessory buildings on a lot.*” This regulation often adversely impacts smaller lots in parts of Lincolnwood that wish to upgrade one-car garages to two-car garages. In recent deliberations involving cases where relief from this regulation has been sought, the Zoning Board of Appeals has stated it believes a two-car garage should be the accepted minimum standard for single-family homes in Lincolnwood. The 35% building coverage maximum can be especially prohibitive in neighborhoods with older homes on small lots that require upgrades to remain market competitive and have an inadequate amount of off-street parking for residents. Over the past seven years, there have been five requests for Variations from this regulation. In most cases, these Variations have been approved when the request was related to the provision of a standard two-car garage.

Relevant policy questions to be explored through the amendment process include the following:

- Should the Village generally support the notion that a two-car garage is the minimum standard for all single-family residences?
- Are there areas or Zoning Districts in Lincolnwood where this issue is most prominent and deserves particular attention?
- If so, what are the characteristics of those lots (i.e. typical lot size, typical existing building coverage) that make it difficult to meet the 35% maximum building coverage requirement?
- Are there instances where providing a higher percentage of permitted building coverage would have an adverse impact on neighboring properties or the community in general?
- What impact would a new building coverage standard have on the ability to meet lot coverage (the total percentage of the lot covered by all impervious surfaces) standards?

### **Authority to Grant Permission for Extended Hours of Construction**

Chapter 14, Section 14-14-10 (see Attachment #3) of the Village Code establishes permitted contractor hours for construction in Lincolnwood. Generally, construction is allowed between 7:00 a.m. and 6:00 p.m. Monday through Friday, and between 7:00 a.m. and 12:00 p.m. on Saturday. No work is permitted on Sundays or on six federal holidays. Over the past six months, there have been two requests related to extended hours of construction on private property (the installation of new driving range screening at the Bryn Mawr Country Club and paving work associated with a commercial driveway in the B-1 District intended to minimize disruption to business operations). Such requests currently require the Village Board to adopt an Ordinance waiving enforcement of this section of the Code during specified dates and times. In the case of each of the recent requests, they were approved on the Consent Agenda with no discussion. As an alternative to adoption of an Ordinance, which involves a time delay, staff recommends the Village Board consider granting authority to approve extended hours of construction to the Village Manager.

Relevant policy questions to be explored through the amendment process include the following:

- Are there certain types of improvements that should qualify for extended hours of construction based on their limited impacts to surrounding properties?
- Are there certain zoning districts where extended hours of construction should not be permitted based on potential impacts to Lincolnwood residents?
- What types of notification or documentation should be provided by the Petitioner prior to approval of extended hours of construction?
- What criteria should the Petitioner meet prior to approval for extended hours of construction?

### **RECOMMENDATION**

Staff recommends the Village Board consider referring to the Plan Commission, for a Public Hearing, Text Amendments addressing Residential First Floor Height and Building Coverage for two-car garages. In addition, it is recommended direction be provided to staff to prepare an Ordinance addressing authority to grant Extended Construction Hours.

### **Documents Attached**

1. First Floor Height Regulations
2. Building Coverage Permissibility
3. Permitted Hours of Construction

## **Attachment #1 – Regulations related to Minor Variations for First Floor Height Elevation**

### **Chapter 15, Section 5.14 Minor Variations**

- A. Purpose. A Variation is a grant of relief to a property owner from the exact standards of this Zoning Ordinance, issued when undue hardship would be caused by the literal enforcement of this Zoning Ordinance. Additionally, a Variation is intended to provide relief where the requirements of this Zoning Ordinance render the land difficult or impossible to use because of some unique or special characteristic of the property itself. The intent is not to simply remove an inconvenience or financial burden that the requirements of this Zoning Ordinance may impose on a property owner. Conditions existing prior to adoption of this Zoning Ordinance shall not require a Variation.
- B. Definition. Only those Variations specifically listed in Section 5.14(3) shall be classified as Minor Variations and may be approved in accordance with this Section 5.14 only for single- or multiple-family residential uses.
- C. Authorized Minor Variations. The Zoning Officer shall have the authority to grant the following Minor Variations for single- or multiple-family residential uses:
  - a. A reduction of up to 15% of the minimum required lot area;
  - b. A reduction of up to 10% of the minimum required side or rear yard setback;
  - c. A reduction of the minimum required side or rear yard setback, up to the extent of any existing encroachment into such setbacks by existing, legal nonconforming structures on the same lot;
  - d. A reduction of up to 10% of the required spacing between two or more single-family attached or multiple-family buildings, in the R-4 District only; and
  - e. An increase of up to 15% in the finished first floor height.
- D. Initiation. An application for a Minor Variation may be made by the owner of the subject property or an authorized representative thereof.
- E. Criteria. In determining whether in a specific case there are practical difficulties or particular hardships in the way of carrying out the strict letter of this Zoning Ordinance, the Zoning Officer shall take into consideration the extent to which the following facts are established:
  - a. The requested Minor Variation is consistent with the stated intent and purposes of this Zoning Ordinance;
  - b. The particular physical surroundings, shape, or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced;
  - c. The conditions upon which the petition for Variation is based would not be applicable generally to other property within the same zoning district;

- d. The Variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property;
  - e. The alleged difficulty or hardship has not been created by any person presently having an interest in the property;
  - f. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;
  - g. The Variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property; and
  - h. The proposed Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.
- F. Processing. An application for a Minor Variation shall be filed with the Zoning Officer. After receipt of all required information and payment of all required fees, the application will be reviewed and decided in accordance with the following procedure:
- a. Notice and opportunity to comment. Within five days after submission to the Zoning Officer of a completed application for a Minor Variation, the applicant shall give notice in writing to property owner(s) of each lot lying within 250 feet, including streets, of the property lines of the subject property for which the Minor Variation is sought. The notice shall indicate that the application shall be available for review and comment at Village Hall for at least 10 days following the date of the notice. Any interested party may submit written comments concerning the application to the Village Zoning Officer.
  - b. Zoning Officer's decision. Within 30 days after receipt of a completed application for a Minor Variation, the Zoning Officer shall, by written order, either approve, approve with conditions, or deny the requested Minor Variation. Upon denial by the Zoning Officer of the requested Minor Variation, the applicant shall have the right, but not the obligation, to resubmit its request as a Major Variation pursuant to Section 5.15 of this Zoning Ordinance.
  - c. Notification and record of decision. The Zoning Officer shall send his or her decision within 30 days after the date thereof to the applicant and to all other persons previously notified pursuant to Section 5.14(5)a of this Zoning Ordinance. At least once per calendar year, the Zoning Officer shall provide to the Plan Commission and to the Zoning Board of Appeals a listing of his or her decisions, by address, regarding each application for a Minor Variation.
  - d. Appeal. The applicant, or any person to whom notice of the Minor Variation was sent pursuant to Section 5.14(5)a of this Zoning Ordinance, may appeal the decision of the Zoning Officer to the Zoning Board of Appeals within 10 working days after the date of the notice issued pursuant to Section 5.14(5)c of this Zoning Ordinance.

## Attachment #2 – Regulations related to Building Coverage for Two-Car Garages

### Chapter 15, Section 4.11 Area, bulk, density and setback standards: R-1, R-2, and R-3 Districts.

Use Category	Residential Zones		
	R-1	R-2	R-3
<b>Lot Standards (single-family dwelling units)</b>			
Minimum lot size (square feet)	9,000 SF	7,000 SF	5,400 SF
Maximum impervious coverage: %	60%	60%	60%
<b>Maximum building coverage (%)</b>	<b>35%</b>	<b>35%</b>	<b>35%</b>

### Chapter 15, Section 4.12 Area, bulk, density and setback standards: R-4 - General Residence District.

Use Category	Residential Zone
	R-4
<b>Lot Standards</b>	
Minimum lot size (square feet)	5,400 SF
Minimum lot area all non-SF dwelling types (per unit)	3,000 SF
Minimum lot width (feet) detached single-family with attached garage	60 feet
Maximum impervious coverage single-family (%)	60%
<b>Maximum building coverage single-family (%)</b>	<b>35%</b>

## **Attachment #3 – Regulations related to Extended Hours of Construction**

### **Chapter 14, Section 14-14-10. Site management Standards**

M. Permissible hours of construction. All work undertaken pursuant to a permit may occur only between 7:00 a.m. and 6:00 p.m. Monday through Friday, and between 7:00 a.m. and 12:00 p.m. on Saturday. No work shall be permitted on Sundays or on the following federal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. However, construction activities performed without compensation by a person upon his or her own place of residence shall be permitted on any day and time; provided, however, that noise emissions associated with such work shall not be plainly audible beyond the boundaries of the property from which it emanates before 7:00 a.m. or after 8:00 p.m. on Mondays through Fridays, or before 8:00 a.m. or after 8:00 p.m. on Saturdays and Sundays.



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## MEMORANDUM

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**TO:** Timothy C. Wiberg, Village Manager

**FROM:** Andrew Letson, Director of Public Works

**DATE:** September 19, 2017

**SUBJECT:** Stormwater Detention Fee-in-Lieu

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**Background:** Developments in the Village are subject to regulations outlined in the Metropolitan Water Reclamation District of Greater Chicago's (MWRD) Watershed Management Ordinance (WMO) and requirements outlined in the Village Code. The WMO requires stormwater improvements for development projects that disturb an area greater than or equal to 0.5 acre. The Village Code is stricter than the WMO as it requires detention for all projects, regardless of size, if they are tributary to a combined sewer. Projects tributary to a storm sewer need only provide stormwater improvements as required by the WMO (primarily in the Northeast Industrial District). The amount of detention required is determined based on the size of the disturbed area and the amount of water that would need to be stored to restrict the flow of water into the sewer system during two-year and 100-year storm events based on values outlined in the Village Code. Generally, the amount of required detention increases as the disturbed area and the amount of impervious surface increase. From time to time, staff receives inquiries from developers regarding the possibility of paying a fee-in-lieu of detention rather than constructing stormwater detention on projects that disturb less than 0.5 acre.

**Current Requirements:** Section 12-6-9 of the Village Code states that with approval by the Village Engineer, the developer may pay a fee-in-lieu of constructing stormwater detention if the property has an existing impervious lot coverage of 75% or greater, and the stormwater detention required cannot be reasonably provided. Currently, the cost of the fee-in-lieu of detention is \$8.00 per cubic foot of the required detention not provided, not to exceed 5% of the construction cost. Revenue collected from the fee is to be used for public stormwater improvements. In the past 10 years, five projects have paid a fee-in-lieu of detention for a total amount of approximately \$120,000.

The current rate for the fee-in-lieu of stormwater detention is problematic because it does not reflect the current cost of constructing underground detention. Many of the Village's smaller commercial lots exceed 75% impervious lot coverage and do not have sufficient space to build above ground detention. To meet the Village's requirements, these properties need to construct underground detention, with costs on recent projects ranging from \$18.00

to \$20.00 per cubic foot, providing an incentive for developers to seek to pay the fee-in-lieu rather than constructing the detention. Construction of detention, even on small projects, provides an incremental benefit to the Village’s combined sewer system.

Table 1 provides a breakdown of when surrounding communities require a property being redeveloped to include stormwater detention and the amount of a fee-in-lieu of detention, if it is offered. This table demonstrates that the Village’s requirements are in line with neighboring communities. It should be noted that in each community, developments greater than 0.5 acre are required to meet the MWRD’s requirements as outline in the WMO.

<b>Municipality</b>	<b>Detention Requirement</b>	<b>Fee-In-Lieu Amount</b>
Lincolnwood	All development in combined sewer area	\$8.00/cu. ft.
Evanston	All development	\$12.00/cu. ft. (increases with CPI)
Morton Grove	All commercial and industrial development	No Fee-In-Lieu
Niles	15,000 sq. ft. disturbance or larger with 15% impervious surface	No Fee-In-Lieu
Park Ridge	All development	\$30.00/cu. ft.
Skokie	All development	No Fee-In-Lieu

The current amount charged for the fee-in-lieu of detention does not meet the market rate for actually constructing underground detention. It would be advantageous to increase the fee as it would encourage developers to construct underground detention and provide incremental benefit to the Village’s sewer system. Table 2 provides a summary of three recent projects in Lincolnwood, two of which constructed underground detention and one that paid a fee-in-lieu of detention to demonstrate the cost of constructing underground detention compared to the current and proposed fee-in-lieu of detention. The proposed fee of \$30.00 per cubic foot was chosen as it incentivizes developers to construct the stormwater detention and also matches what is charged by the City of Park Ridge.

<b>Project</b>	<b>Detention Volume (cu. ft.)</b>	<b>Construction Cost (\$18.00/cu. ft.)</b>	<b>Current Fee-In-Lieu (\$8.00/cu. ft.)</b>	<b>Proposed Fee-In-Lieu (\$30.00/cu. ft.)</b>
A	8,276	\$148,968	\$66,208	\$248,280
B	4,792	\$86,256	\$38,336	\$143,760
C	1,077	\$19,386	\$8,616	\$32,310

Currently, the Village Code requires that the fee-in-lieu of detention not exceed 5% of the construction cost for the development. In review of the three projects outlined in Table 2, it was found that the cost of the constructed detention was greater than 5% of the total project cost. (Project A was 10% of construction and Project B was 7% of construction.) In both cases, increasing the cost of the fee-in-lieu would not be an effective means of encouraging construction of detention because the developer could save money by paying the fee. For this reason, staff is recommending that the fee cap be raised to 10% of the project cost to more accurately reflect actual costs.

**Hardship Clause:** Section 12-6-9 of the Village Code states that a fee-in-lieu of detention may be paid if in the opinion of the Village Engineer, “the stormwater detention required by this Article 6 cannot reasonably be provided.” This hardship clause requires the Village Engineer to make a value judgement to determine if the construction of detention is not feasible. Developers have an incentive to argue to the Village Engineer to make a finding that construction of detention is not feasible since the current cost of the fee-in-lieu of detention is less than half the cost of construction. It is recommended that if the fee-in-lieu of detention is increased to a level that encourages construction, the hardship clause be removed and developers be allowed to pay a fee-in-lieu of detention if they decrease the amount of impervious surface on a property.

**Detention Credit:** In an effort to reduce the burden of the detention requirement without negatively affecting the sewer system, staff is recommending that the Village Code be amended to include a credit based on the amount of retention constructed on the property that can be used to offset the amount of detention required on a property. Retention is generally defined as the water that never leaves the site because it ultimately percolates into the ground. In commercial developments, this is often achieved through the use of materials such as permeable pavers. Permeable pavers include a stone base that is used to retain water until it is able to enter the soil. Retention provides a benefit to the sewer system as the water is kept on the site.

Research has indicated that retention credits are generally provided through each County’s WMO. Table 3 provides a breakdown of how three regional WMOs handle retention credits. Staff recommends offering a retention credit of one cubic foot of detention for every cubic foot of retention provided on the property.

<b>Table 3. Detention Credits</b>	
<b>County</b>	<b>Credit for Retention</b>
Cook County (MWRD)	Yes
DuPage County	Yes - 1 cu. ft. for 1 cu. ft.
Kane County	No Credit

**Recommendations:** Staff recommends that the following actions be taken:

1. The Annual Fee Resolution be amended to increase the cost of the fee-in-lieu of stormwater detention to \$30.00 per cubic foot in an amount not to exceed 10% of the project cost and that rate be evaluated compared to the market every five years;
2. The Village Code be amended to allow for a credit based on the amount of retention constructed on the property; and
3. The Village Code be amended to remove the hardship clause outlined in Section 12-6-9 and allow developers to pay a fee-in-lieu of detention if they decrease the amount of impervious surface on a property.

**Staff Direction:** Staff is seeking direction from the Village Board on whether an Ordinance should be drafted to amend the Annual Fee Resolution and Village Code.

**Attachments:**

- Village Code Section 12-6-9
- PowerPoint Presentation

## Chapter 12. Water and Sewers

### Article 6. STORMWATER MANAGEMENT

#### 12-6-9. Fee in lieu of detention.

When in the judgment of the Village Engineer, a proposed development will not cause an increase in the existing rate of runoff from the property, and subsequent detrimental effects to downstream properties, and either:

- (A) The allowable release rate is exceeded even though the minimum three-inch restrictor specified in Section 12-6-6-9 of this Code is utilized; or
- (B) The development is a reconstruction of an existing property having an existing impervious lot coverage of 75% or greater, and the stormwater detention required by this Article 6 cannot reasonably be provided.

The developer or owner shall pay to the Village a fee in the amount set forth in the Annual Fee Resolution<sup>[1]</sup> per cubic foot of required stormwater detention not provided; however, such fee shall not exceed 5% of the construction cost of the development as determined by the Village Building Official.

Such fees may be used by the Village for the purpose of constructing stormwater management improvements for the Village which provide for other local or regional relief from sewer system deficiencies which may or may not be directly related to the subject site.

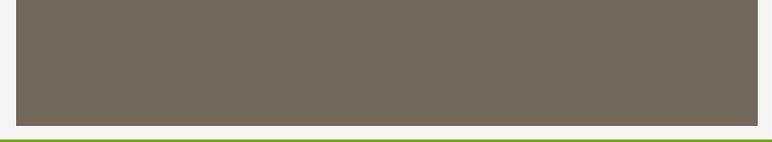
The election to use a fee in lieu of detention is not an option of the developer but a provision to be enacted upon the review and with the approval of the Village Engineer.

[1] *Editor's Note: See Ch. A25, Fees.*



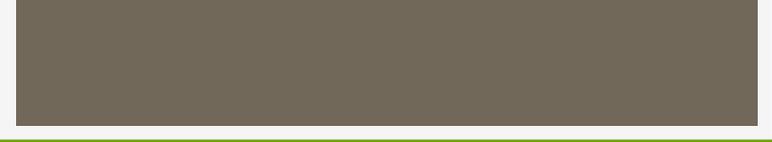
# Stormwater Detention and Fee-In-Lieu of Detention Code Revisions

Committee of the Whole  
September 19, 2017



# Purpose of Discussion

- The Village's stormwater detention requirements are stricter than the Metropolitan Water Reclamation District (MWRD)
- Staff has received negative feedback from Developers regarding the Village's detention requirements
- The fee-in-lieu of detention appears to be undervalued compared to the cost of constructing underground detention
- Staff is recommending review of the current detention requirements



# Detention vs. Retention

## What is **Detention**?

- Rain that cannot be absorbed into the soil and is collected on site and slowly released into the sewer system
- Detention does not decrease the overall runoff from a property
- Detention is typically provided by underground vaults, oversized pipes, or above ground basins

## What is **Retention**?

- Rain that is collected and held permanently on the site by being absorbed into the soil
- Retention decreases the amount of overall runoff from a property
- Retention is typically provided by permeable pavement, chambers or pipes under paved surfaces, and rain gardens



# Current Village Code

## 12-6-6-6 Stormwater Detention

- Disturbed area > 0.5 acres and connected to a storm sewer, follow MWRD requirements
- Disturbed area < 0.5 acres and connected to a combined sewer, provide detention per Village Code

# Current Village Code

Requirements for Commercial or Multi-Family Developments

	Retention (Area of Disturbance)	Detention (Minimum Parcel Size)
MWRD	0.5 acre	3.0 acre
<b>Lincolnwood (Storm sewer)</b>	Per MWRD (0.5 acre)	0.5 acre
<b>Lincolnwood (Combined sewer)</b>	Per MWRD (0.5 acre)	0.0 acre

Requirements are based on the size of the disturbed area and not the size of the entire property

# Neighboring Community Codes

Municipality	Code
<b>Lincolnwood</b>	Required for all development in combined area, 0.5 acre threshold for storm sewer area
Evanston	Required for all development
Morton Grove	Required for all commercial and industrial developments regardless of size
Niles	15,000 sf disturbance or larger with 15% impervious
Park Ridge	Required for all development
Skokie	Required for all development

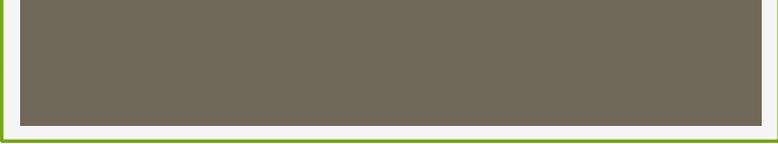
# Fee-In-Lieu of Detention in Neighboring Communities

Municipality	Fee (\$/cubic foot)
<b>Lincolnwood</b>	\$8.00*
Evanston	\$12.00* (increases with CPI), cap at 5% of construction cost
Morton Grove	None
Niles	None
Park Ridge	\$30.00*, cap at 5% of construction cost
Skokie	None

\* Indicates hardship clause

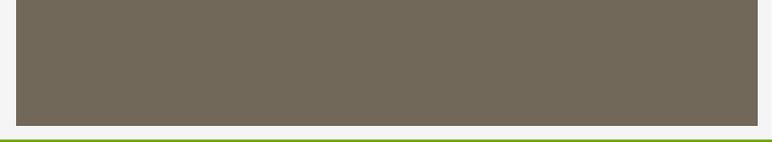
# Examples from Recent Projects

Site Address	Detention Volume – CF	Construction Cost (\$18/CF)	Fee-in-Lieu of @ \$8/CF (Current)	Fee-in-Lieu of @ \$30/CF (Proposed)	5% CAP (Current)	10% CAP (Proposed)
Site A	8,276	\$148,967	\$66,208	\$248,280	\$70,413	\$140,825
Site B	4,792	\$86,256	\$38,336	\$143,760	\$59,950	\$119,900
Site C	1,077	\$19,386	\$8,616	\$32,310	\$105,000	\$210,000



# Hardship Clause

- Hardship clause requires the Village Engineer to make a value judgement about a project
- Recommend eliminating the hardship clause in cases where the project reduces the amount of impervious area on the site

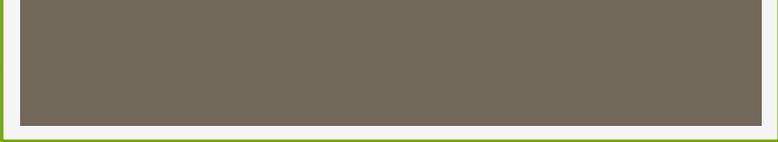


# Detention Credit

- Construction of retention on a property is beneficial because it reduces the amount of stormwater entering the sewer system
- Some area Counties offer a detention credit based on the amount of retention constructed
- A detention credit would reduce the burden on developers without negatively affecting the sewer system

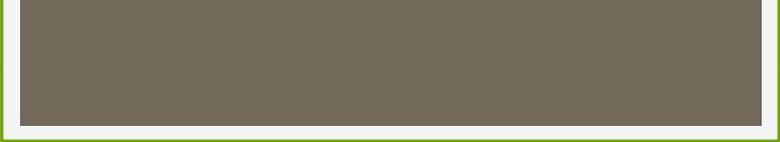
# Detention Credits by County

County	Detention Credit for Retention
<b>Lincolnwood (non-MWRD)</b>	No
Cook (MWRD)	Yes
DuPage	Yes – 1:1 credit
Kane	No



# Recommendations

1. Increase fee-in-lieu of stormwater detention to \$30.00 per cubic foot– not to exceed 10% of project cost
  - a. Re-evaluate rate every five years
2. Credit toward detention for every cubic foot of retention provided
3. Remove hardship clause and allow fee-in-lieu if developer decreases the amount of impervious surface on the property



# Staff Direction

- Staff is seeking direction on the proposed amendments to the Village Code and Annual Fee Resolution



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## MEMORANDUM

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**TO:** Timothy C. Wiberg, Village Manager

**FROM:** Andrew Letson, Director of Public Works

**DATE:** September 19, 2017

**SUBJECT:** Stormwater Management Program – Pilot Project Phase II

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**Background:** Since 2007, Village staff has managed a program to produce a comprehensive Stormwater Management Plan (SMP), with the goal of developing engineering recommendations for the Village’s stormwater system to protect basements from backups during storms up to the 10-year level of severity. A 10-year storm is defined as having a 10% chance of occurring within a one-year period. Working with the Village Board, the Ad-Hoc Sewer Committee, and staff, the Village’s consulting engineer, AB&H, a Donahue Group (“AB&H”) produced a report that provided a series of recommendations, including on-street surface storage, detention, and in-line conveyance methods to bring the system to the 10-year level of protection. In November 2011, a draft of the report was submitted to the Ad-Hoc Sewer Committee for their review.

A series of Ad-Hoc Sewer Committee meetings were held between November 2011 and June 2012 to discuss the draft report. At the June 14, 2012 meeting, the Committee voted to deem the report complete and recommended that it be submitted to the Village Board. The Committee further recommended that the Village move forward with implementing on-street surface storage, utilizing submerged restrictors and on-street berms. The Committee recommended that 15-20% of the Village land area should be completed first as a pilot program to evaluate the efficacy of the overall project. A pilot area bounded by Pratt Avenue to the north, McCormick Boulevard to the east, Devon Avenue to the south, and Lincoln Avenue to the west was selected.

The Village Board ultimately awarded a contract to the Village’s engineering firm, Christopher B. Burke Engineering, Ltd. (“CBBEL”) for the design of the street storage pilot project. During the design, it was discovered that there were two critical components of the pilot area that required more detailed review to ensure success of the project. The two areas of review are the 45 reverse-slope driveways (tuck under) that exist with the area and that the northeast corner of the pilot area, generally encompassed by North Shore Avenue, Columbia Avenue, Kimball Avenue, and McCormick Boulevard is topographically the lowest area within the pilot area. Overland runoff that does not enter the sewer system

generally flows to this area where it is blocked by McCormick Boulevard from entering the North Shore Channel.

During their review, CBBEL determined that if the pilot project were to be constructed as initially proposed, the properties with reverse-slope driveways could be negatively impacted by the improvements during storms greater than the 10-year level of severity. At the January 19, 2016 Village Board meeting, CBBEL recommended that the pilot project be split into two phases, the first including the installation of berms and submerged restrictors in the area generally west of St. Louis Avenue and south of Albion Avenue. The second phase would include the installation of a relief sewer along North Shore Avenue and the completion of the installation of berms and submerged restrictors in the northeast corner of the pilot area. The Village Board endorsed this recommendation and directed staff to work with CBBEL to develop plans for the outfall sewer to 30% completion, at which time staff would work with the Metropolitan Water Reclamation District (MWRD) to determine if the project is eligible for cost sharing. Phase I of the stormwater pilot project was constructed in the fall of 2016.

**Purpose of Discussion:** The report developed by AB&H recommended the installation of an outfall sewer along North Shore Avenue as the second highest priority project (following street storage). The sewer initially envisioned by CBBEL included a 48-inch trunk sewer traveling from Trumbull Avenue to the North Shore Channel with additional smaller sewers feeding into the trunk on Kimball Avenue, Columbia Avenue, and Spaulding Avenue. Construction of the sewer as initially envisioned was estimated to be \$1.5 million. This figure did not include engineering or completion of the berms and restrictors. During the January 19, 2016 Village Board meeting, direction was provided to evaluate the possibility of installing a larger sewer along North Shore Avenue further west, to the former Union Pacific right-of-way to allow for future expansion via separating the sewers on additional streets. Based on this direction, CBBEL has developed the plans to a point where three options are able to be provided to the Village Board for consideration.

**Option #1 – 60-inch Relief Sewer, Drake Avenue to the North Shore Channel (\$3.9 million)**

During the design of the sewer, CBBEL determined that in order to provide the necessary level of protection, the trunk sewer on North Shore Avenue needed to be extended two blocks to the west to Drake Avenue and increased in size to a diameter of 60-inches from Kimball Avenue to the outfall point at the Channel. This change in size, along with a full understanding of the existing utility conflicts, has increased the total cost of the project. The cost now being presented includes the total cost of design, construction, and construction oversight. A 10% construction contingency is also included. In addition, funds are included in the cost estimate to complete the second phase of the Pilot Project, including installation of berms and submerged restrictors in the remaining portion of the pilot area that is not directly tributary to the outfall sewer. Option #1 represents the minimum scope of improvements to complete the pilot project and is the least costly option. According to the AB&H report, installation of the outfall sewer protects approximately 210 additional homes throughout the system from basement backups. Installation of the outfall sewer provides direct benefit to the properties along the streets that are tributary to the sewer and indirect benefits to the system as a whole by removing 23 acres of land from the combined sewer system.

Option #2 – 84-inch Relief Sewer, Drake Avenue to the North Shore Channel (\$4.68 million)

This option includes the same limits as Option #1; however, the size of the trunk sewer on North Shore Avenue would be increased to its maximum size of 84-inches in diameter. The 84-inch sewer would run from the outfall at the Channel to Drake Avenue. This sewer would increase the level of flood protection in the area tributary to the sewer (approximately 23 acres) and would provide the possibility for future expansion to the west to serve other areas; although, a future project to connect into this sewer has not been identified. If Option #1 is selected, there would be no opportunity for future expansion.

Option #3 – 84-inch Relief Sewer, Former UP ROW to the North Shore Channel (\$6.4 million)

This option includes the same sized sewer as Option #2, but it would be extended to the former Union Pacific right-of-way. This option would provide some additional benefit to the pilot area at the present time by reducing the volume of stormwater entering the combined sewer system. The main benefit would be to allow for future improvements inside and outside of the pilot area; however, the extent of those improvements have not been determined at this time. Examples of additional improvements include a complete separation of the sewers in the pilot area or extending the relief sewer further west to be used in conjunction with other street storage projects.

**Potential Funding Sources:** As previously discussed, MWRD has previously funded a program of local stormwater improvements throughout Cook County and it is anticipated that they will be funding another round of projects in the near future; however the timing is currently unknown. The process of requesting funding from MWRD is to submit a preliminary engineering plan of the improvements with a cost estimate. There is no set funding percentage; however, MWRD has normally funded projects at a 50/50 split with the local agency. MWRD has recently participated in funding similar projects in Des Plaines, Northbrook, Lansing, Willow Springs, and Riverside.

The Water and Sewer Fund currently has approximately \$820,000 in reserves and would not be able to support half of the cost of any of the project options. In addition to seeking grant funding, additional local funding would need to be obtained through means such as bonding and/or increasing the sewer user fee, which is currently charged at a rate of \$1.00 per 1,000 gallons of water used. A Water Fund workshop will be scheduled in the near future to discuss strategies for funding of this and other capital projects affecting the Water and Sewer Fund.

**Proposed Timeline:** Prior to seeking grant funding, a decision needs to be made as to the preferred option so that CBBEL can finish the preliminary design in preparation for MWRD's call for projects. The timing of MWRD's call for projects is currently unknown; however, if funding is awarded in 2017 a complete design of the project will be immediately commenced and construction would be anticipated to begin in 2018.

**Recommendation:** The report developed by AB&H identified 10 projects that would need to be constructed to reach the desired goal of providing protection for basements during storms up to the 10-year level of severity. Construction of a 60-inch relief sewer provides the desired level of benefit for the area directly tributary to the sewer. Constructing a larger sewer would provide that area with a higher level of protection, but does not provide an increase the number of basements protected from sewer backups. The main benefit of increasing the size of the sewer is the potential for future sewer separation. The AB&H

report does not include any additional projects in the pilot area. For this reason, staff recommends constructing the 60-inch sewer described in Option #1.

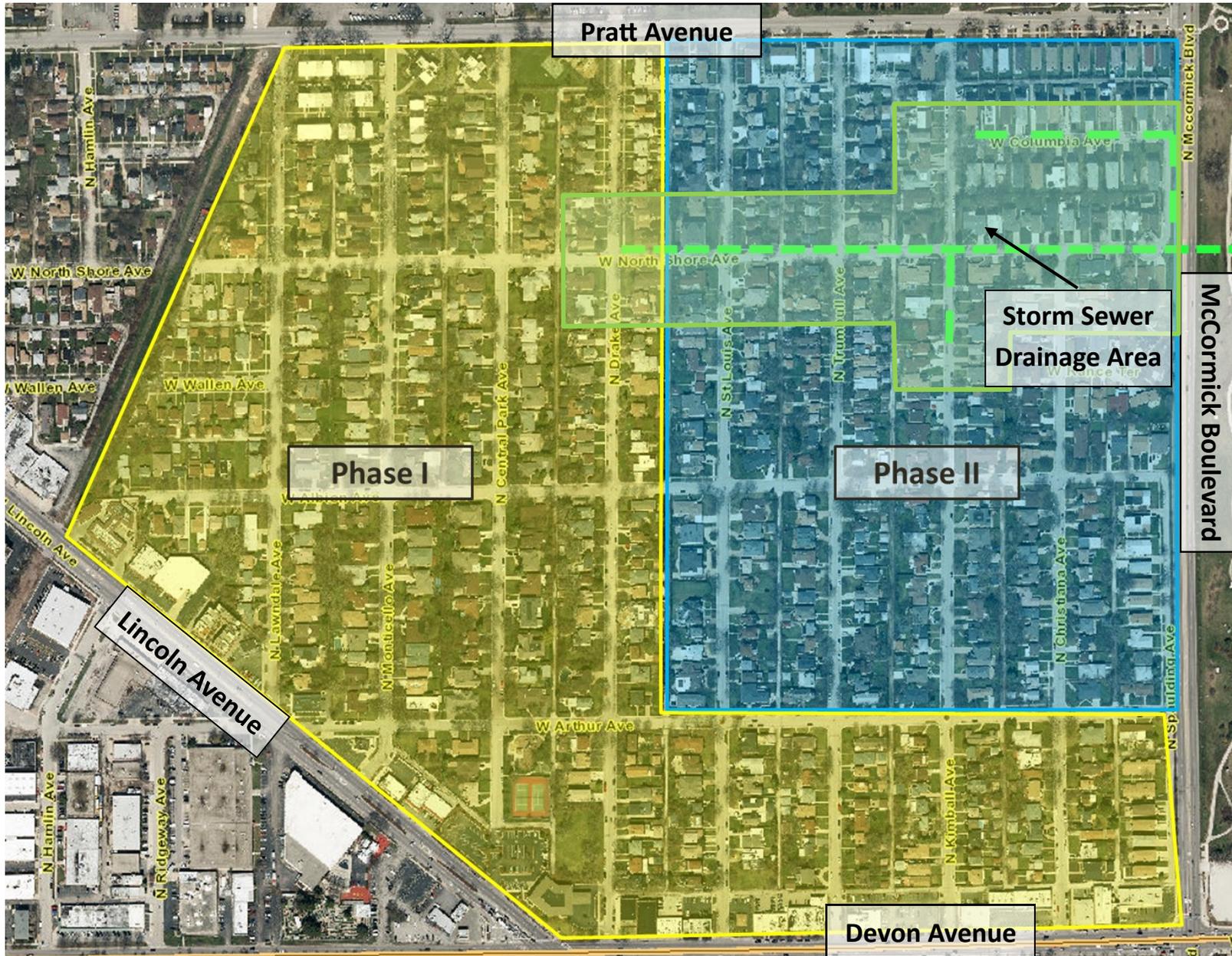
**Staff Direction:** Staff is seeking direction as to the size and scope of the proposed North Shore Avenue relief sewer.

**Attachments:**

- Pilot Area Location Map
- Relief Sewer Location Maps
- Breakdown of Costs by Project Phase
- January 19, 2016 Village Board Meeting Minutes
- PowerPoint Presentation

# Stormwater Pilot Project

## Location Map



# Option 1

## 60" Sewer

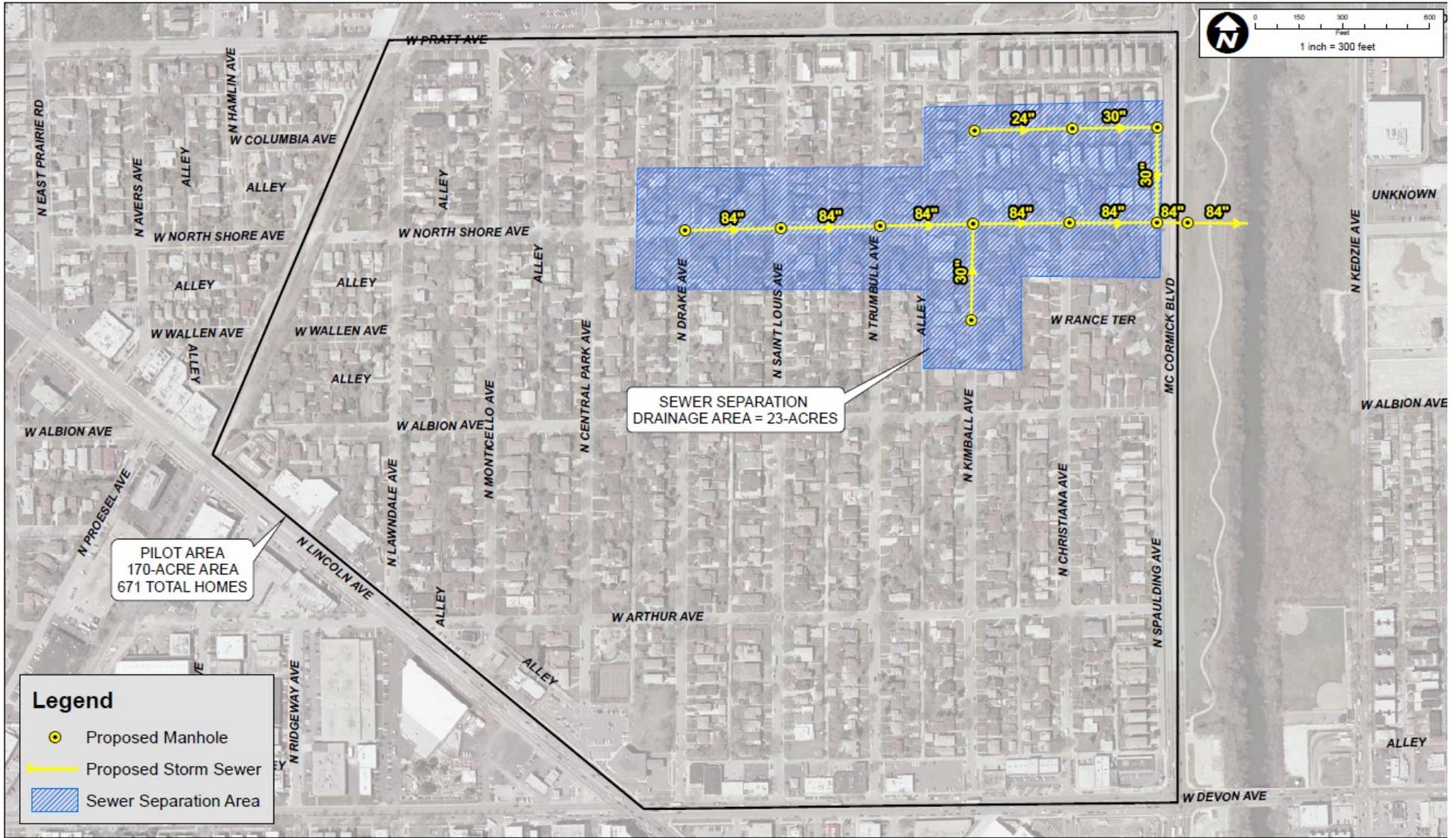
### North Shore Channel to Drake Avenue



# Option 2

## 84" Sewer

### North Shore Channel to Drake Avenue





**Proposed North Shore Avenue Outfall Sewer - Breakdown of Cost by Phase**

<b>Project Phase</b>	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>
	<b>60" Sewer</b>	<b>84" Sewer</b>	<b>84" Sewer</b>
	<u>Channel to Drake Ave</u>	<u>Channel to Drake Ave</u>	<u>Channel to former UP ROW</u>
Design	\$270,000.00	\$320,000.00	\$440,000.00
Construction	\$3,300,000.00	\$3,960,000.00	\$5,410,000.00
Construction Oversight	\$330,000.00	\$400,000.00	\$550,000.00
<b>Total Cost</b>	<b>\$3,900,000.00</b>	<b>\$4,680,000.00</b>	<b>\$6,400,000.00</b>

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
JANUARY 19, 2016**

**Call to Order**

President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:30 P.M., Tuesday, January 19, 2016, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

**Pledge to the Flag**

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

**Roll Call**

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

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

ABSENT: None.

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

**Approval of Minutes**

The minutes of the January 5, 2015 Village Board Special Meeting were distributed and examined in advance. Trustee Elster moved to approve the minutes. The motion was seconded by Trustee Bass. The motion passed by voice vote.

**Warrant Approval**

Trustee Klatzco moved to approve warrants in the amount of \$772,656.45. The motion was seconded by Trustee Spino.

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

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

NAYS: None

The motion passed. The warrants were approved.

**Village President's Report**

1. President Turry introduced and welcomed Laura McCarty, the new Director of Parks and Recreation and spoke of her qualifications.

2. President Turry spoke of retiring Director of Community Development, Tim Clarke.

Mr. Clarke's career highlights were identified:

- 21 years with the Village
- Responsible for implementing the Village's first TIF District, then implemented three subsequent districts
- Oversaw development of the Lowes Home Improvement Store in the Touhy/Lawndale TIF District; as well as the construction (and deconstruction) of the Dominick's store and several other new developments in the NEID TIF District
- Oversaw the expansion of Loeber Motors and Grossinger auto dealerships

- During his tenure, the Village conducted area planning studies on Devon Avenue, Lincoln Avenue and the Touhy Crawford business district – all in order to improve the appearance and functionality of these areas to create better business environments
- During his tenure, the Village updated the Zoning Code – including specific overlay districts on Touhy and Lincoln Avenues, to create special zones to encourage community-minded business, updated the Village Code several times to allow for more business-friendly regulations, and is currently working to update the Comprehensive Plan to ensure that future development reflects the desires of the community.

President Turry thanked Mr. Clarke for his years of service to the Village.

3. President Turry stated that he would like to have concurrence of the Board in the appointment of Trustees Elster and Patel to serve as our Board's designees along with our Village Manager and our Legal Counsel to resolve any and all matters with respect to District 74 and the Village's zoning needs. It is my intention that this group will meet with District 74's representatives as soon as scheduling allows. It is the Village Board's intention to reach mutually beneficial results for both governmental bodies.

The Board concurred.

4. President Turry recommended Trustee Elster as President pro tem during President Turry's absence.

Trustee Cope moved to approve the recommendation, seconded by Trustee Bass.

The motion passed with a Voice Vote.

#### **5. Swearing in of Police Officer Colleen Zitkus**

Chief LaMantia introduced Officer Zitkus and spoke of her background and education.

He introduced her family and former co-workers in attendance for this event.

Clerk Herman performed the swearing-in ceremony and Officer Zitkus received a welcome from the Board.

#### **6. Swearing in of Police Sergeant Laura Namovicz.**

Chief LaMantia introduced Sergeant Namovicz and spoke of her background and commendations for her work in Lincolnwood. He introduced her family.

Clerk Herman performed the swearing-in ceremony and Sergeant Namovicz received congratulations from the Board.

It was noted that former Deputy Chief Cary Lewandowski was in attendance.

## Consent Agenda

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

1. **Approval of an Ordinance Granting a Franchise to Northern Illinois Gas Company (d/b/a Nicor Gas Company) its Successors and Assigns, to Construct, Operate, and Maintain a Natural Gas Distributing System in and Through the Village of Lincolnwood**
2. **Approval of a Recommendation by the Plan Commission Concerning Case #PC-13-15 Regarding Regulations Pertaining to Commercial Off-Street Parking in Front and Corner Side Yards**
3. **Approval of a Recommendation by the Zoning Board of Appeals (ZBA) in Case #ZB-05-15 to Approve Variations for Corner Side Yard Setback, Finished First Floor Height, Residential Deck, and Residential Patio at the Property Located at 3455 West Albion Avenue**
4. **Approval of a Local Agency Agreement as Required by the Illinois Department of Transportation for Participation in the Congestion Mitigation Air Quality Grant Program for Land Acquisition of the Union Pacific Railroad Property**
5. **Approval of a Resolution Approving a Supplemental Statement of Work Under an Agreement with Municipal GIS Partners, Inc. for GIS Support Services**
6. **Approval of a Resolution to Extend the Professional Janitorial Services Contract with Best Quality Cleaning, Inc. for \$38,760 for One Year**

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

Upon Roll Call the Results were:

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

NAYS: None

The motion passed.

## Regular Business

7. **Consideration of a Recommendation by the Zoning Board of Appeals (ZBA) in Case #ZB-04-15 to Approve a Rear Yard Setback Variation for a Deck at the Property Located at 5080 West North Shore Avenue**

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

Photographs and renderings of the named property and adjoining properties were exhibited.

### 2014 Variation Request

- \*Variation Requested for Building Addition proposed within required side yard setback, resulting in proposed increase in the existing non-conforming impervious lot coverage
- \*ZBA Recommended 4-3 approval of setback variation as requested
  - Lot coverage Variation withdrawn by Petitioner at ZBA Hearing
- \*Village Board approves reduced variation
  - Encroachment into side yard setback reduced during Village Board deliberations

### 2015 Building Permit Submittal

- \*Petitioner submits modified building elevations to obtain a building permit
- \*Modified plans differ from elevations reviewed by Village Board in approval of 2014 Building Addition Setback Variation
- \*Based on modified plans, new Variation request needed

### Current Variation Request

#### Variation to Permit Deck within Required Rear Yard Setback (Section 3.10)

- \*Proposed Deck Result of 2014 Variation Hearing:
  - 2014 Lot Coverage Variation Sought/Withdrawn by Applicant
- \*To Allow Building Addition to Proceed and Comply with Existing Non-Conforming Impervious Lot Coverage
  - Existing Patio (impervious) Planned to be Demolished
  - Deck (pervious) Proposed to Replace Patio
- \*Proposed Deck Located Within Required 30 foot rear yard setback
  - Proposed Deck is 513 SF and Extends 6 feet from Rear Lot Line

Additional renderings of the property and proposed addition were exhibited

#### Variation was also requested to allow the proposed building addition to encroach into required side yard

- \*Received Negative ZBA Recommendation
- \*Variation Request for Building Addition to Encroach into Required Side Yard Withdrawn by Petitioner after Receiving Negative ZBA Recommendation

### ZBA Deliberations

- \*Public Hearing Held on December 16, 2015
- \*Rear Yard Deck Setback Variation
  - Testimony received from Dominic Shilt, 6714 N. LeMai Avenue – Expressed concern regarding elevated deck located close to their lot line
  - Petitioner stated any deck to rear of home requires a setback variation
  - Petitioner Estimated Deck was 15ft x 25ft (375 SF)

### ZBA Recommendation

\*By 6-0 vote, ZBA Recommends Approval of Requested Rear Yard Deck Setback Variation subject to:

1. Deck not located closer than 15 feet from the rear lot line
2. Total deck area not to exceed 375 square feet in area

\*The Petitioner objects to ZBA conditions and seeks Village Board approval of:

1. Deck located 6 feet from rear lot line
2. Total deck area of 513 square feet

Architect George Prosiliakos spoke, representing the petitioner.  
Discussion and questions ensued.

Trustee Patel moved to recommend that an ordinance be drafted which reflects approval of the petitioner's request. The motion was seconded by Trustee Bass .Upon Roll Call the Results were:  
AYES: Trustees Patel, Bass, Cope, Elster, Spino, Klatzco.  
NAYS: None  
The motion passed

## 8. Consideration of a Resolution Approving an Amendment to the Stormwater Pilot Program Improvements

This item was presented by Mr. Wiberg.

Mr. Wiberg provided background information on this item, which has been discussed numerous times over several years.

The item was previously presented at a Committee of the Whole, but it was the Board's decision to wait for a full Board attendance before reaching a decision.

### Recommended Pilot Project Modification

#### Two Phase Approach

#### Phase I (\$490,000 construction)

- \*On-street storage to include driveway berms and removal of northeast corner from pilot area to ensure no adverse impacts for tuck-under driveways
- \*Late Summer 2016 Construction

#### Phase II (\$1.5 Million construction)

- \*Construct a new, stormwater only relief sewer outlet to the North Shore Channel
  - System-wide benefits
  - No berms or restrictors are necessary
  - Recommended by AB&H as second highest priority project
  - 10-year level of protection provided
  - Metropolitan Water Reclamation District Funding Eligible for 50/50 cost sharing
  - Construction in two-three years

#### Status of Design

- \*Significant portion complete
- \*Late Summer construction targeted
- \*Two critical components of pilot area require discussion:
  - 45 reverse – slope driveways ("tuck under")
  - Northeast corner and depression flooding concerns

An engineer's recommended priority list was presented which identified descriptions of actions to be taken, number of homes protected and cost per home.

Sewer Fund Balance

<u>Year</u>	<u>Revenue</u>	<u>Sewer Repairs</u>	<u>Engineering</u>	<u>Sewer Maint</u>	<u>Vac-On</u>	<u>Total</u>
2011	\$295,458		\$52,781	\$42,588		\$95,369
2012	\$506,627	\$568,984	\$78,520	\$89,480		\$736,984
2013	\$546,761	\$198,789	\$5,608	\$94,944		\$294,341
2014	\$503,052	\$90,591	\$37,145	\$98,706		\$226,442
2015	\$448,661		\$18,052	\$100,458		\$476,098
2016	\$450,000		\$23,267	\$107,831	\$345,000	\$476,098
<b>Total</b>	<b>\$2,990,559</b>				<b>Total</b>	<b>\$1,947,744</b>
<b>Rev.</b>					<b>Exp.</b>	

Estimated \$1,042,815  
Fund  
Balance

Trustee Cope read a statement provided by engineer and former resident Paul Gordon. Trustee Cope stated that he believes, after reviewing Mr. Gordon's statement, that this proposal is unnecessary and could cause more flooding than we currently have.

Trustee Patel spoke in favor of control of street flooding by means of modern technology. He stated that he is in favor of this proposal, as it is a start in this process.

Trustee Bass spoke out noting for public record concerns which he has regarding the SWP and potential negative effects on real estate values, undue burden on homes, better use of tax dollars are available as in Village of Niles, and concern over demarkation of high water levels in front of homes, and emphasis on residents will have to be educated about tolerance with high water, poss car flooding especially 6400 and 6700 blocks, or flooding at houses that did not exist prior to proposed plan.

Follow-up Questions

- \*Cost estimate to separate the sewers in the pilot area - \$16 million
- \*Possibility of extending the relief sewer further - 48" to the UP railroad, \$3.8 million (\$2.3 million extra)
- \*Size the relief sewer as large as possible to expand in the future - Could upsize to 84" and extend to the UP railroad - \$5.8 million (\$4.3 million extra)

Trustee Elster moved to approve the Resolution. The motion was seconded by Trustee Spino.

Thomas Burke responded to request for clarification from Trustee Patel.

Upon Roll Call the Results were:

**AYES:** Trustees Patel, Elster and Spino, President Turry

**NAYS:** Trustees Bass, Cope and Klatzco

The motion passed

Manager's Report

Mr. Wiberg reminded residents of the Alternate Side parking after a 2 inch snowfall.

Board and Commissions Report

None

**Village Clerk's Report**

The clerk announced that new voter registration must be completed by February 16, if the person wishes to vote in the March 15<sup>th</sup> Election. Citizens wishing to register may do so in Village Hall on any week day between 9AM and 5PM. Persons unable to leave their homes may call the office of the Village Clerk and someone will come to their home to register them.

Early voting will begin on February 29 and end on March 14. Our closest early voting locations are Skokie Courthouse on Old Orchard Road and Skokie Village Hall.

The Clerk's office has ballot forms available upon request. Contact the Clerk's office and leave your name and address and we will mail you this request form, or you may pick these forms up at the front desk of Village Hall.

Check the website of the county clerk for more information regarding registration and voting.

**Trustees Reports**

Trustee Cope requested information regarding the O'Hare noise committee. Since President Turry will not be available, Mr. Wiberg will report back to the Board.

**Public Forum**

**Adjourn to Closed Session**

At 9:20 P.M., Trustee Spino made a motion to adjourn to Closed Session to consider the setting of a price for sale or lease of property owned by the Village (2(c)(6). Trustee Elster seconded the motion.

Upon Roll Call the Results were:

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

NAYS: None

The motion passed.

**Reconvene Open Session of the Regular Meeting**

At 9:42 P.M., President Turry reconvened the Regular Meeting.

**Adjournment**

At 9:43P.M., Trustee Elster moved to adjourn the Village Board Meeting. The motion was seconded by Trustee Spino.

The motion passed with a Voice Vote.

Respectfully Submitted,



Beryl Herman

Village Clerk

# Stormwater Outfall Sewer Improvements

September 19, 2017

# Purpose of Discussion

- To provide an update on the design of the North Shore Avenue outfall sewer and seek feedback on the size and scope of the project

# Background

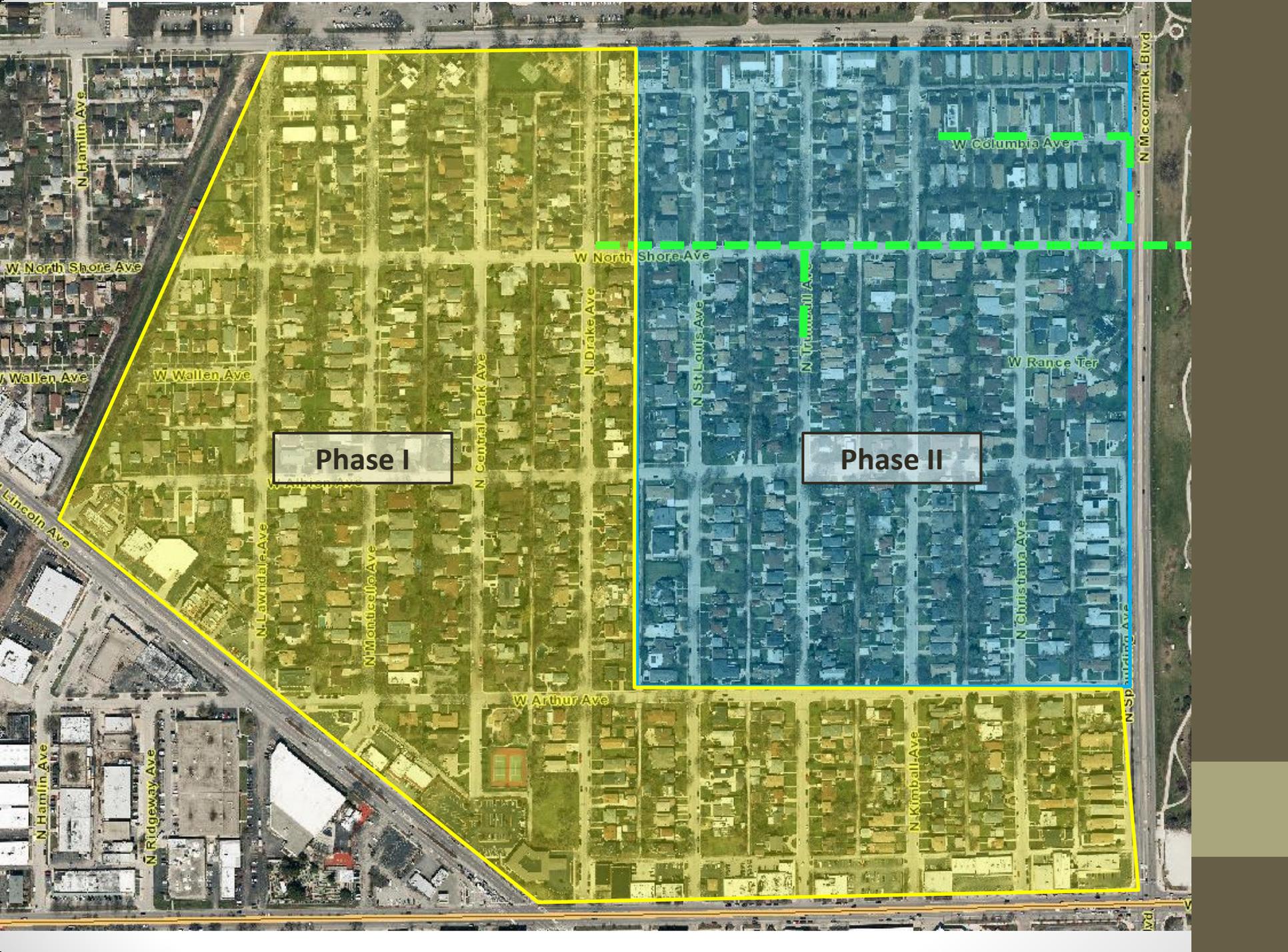
- 2007 - Village began the process of developing a Stormwater Master Plan (SMP)
  - SMP recommended 10 projects to provide a **10-year level of protection** (storms with a 10% chance of occurring in a one year time period)
- 2012 – Ad Hoc Sewer Committee recommended the SMP be accepted and a pilot project be completed to evaluate the efficacy of street storage
  - Pilot area bounded by Lincoln Ave/UP ROW (west), Pratt Ave (north), McCormick Blvd (east), Devon Ave (south)

# Street Storage Pilot Project

- November, 2013 - Gewalt Hamilton Associates (GHA) hired to develop design plans
- 2014 - New Village Engineer hired
  - Spring 2015- staffing changes at GHA result in need for new design firm
- July, 2015 - Christopher B. Burke Engineering, Ltd. (CBBEL) hired to complete design
- Fall, 2015 – CBBEL identified the northeast corner of the pilot area as being at risk for negative impacts caused by the project during storms larger than a 10-year event
  - Recommended the pilot area be divided into two phases

# Street Storage Pilot Project

- January, 2016 the Village Board endorsed a recommendation to separate the pilot project area into two phases
- Phase I
  - Installation of berms and restrictors throughout the pilot area except the area bounded by Drake Ave (west), Pratt Ave (north), McCormick Blvd (east), Arthur Ave (south)
  - Construction completed in fall 2016
- Phase II
  - Complete the installation of berms and restrictors
  - Install an outfall sewer on North Shore Avenue
    - SMP recommended this project as the 2<sup>nd</sup> highest priority



Phase I

Phase II

N Hamlin Ave

W North Shore Ave

W Wallen Ave

W Wallen Ave

W North Shore Ave

N Drake Ave

N St Louis Ave

N Trumull Ave

W Columbia Ave

W Rance Ter

N Christiana Ave

N McCormick Blvd

Lincoln Ave

N Lawrence Ave

N Monticello Ave

N Central Park Ave

W Arthur Ave

N Hamlin Ave

N Ridgeway Ave

N Kimball Ave

N Springfield Ave

100

# Outfall Sewer Design

- At the January 19, 2016 Village Board meeting, direction was provided to evaluate various sized sewers
- June, 2016 – Village awarded a contract to CBBEL to design the North Shore Ave outfall sewer to 30% completion
- Preliminary plans can be used to seek grant funding from the Metropolitan Water Reclamation District (MWRD)
- CBBEL is nearly complete with the 30% design and is seeking feedback on the size and scope of the outfall sewer

# Option 1

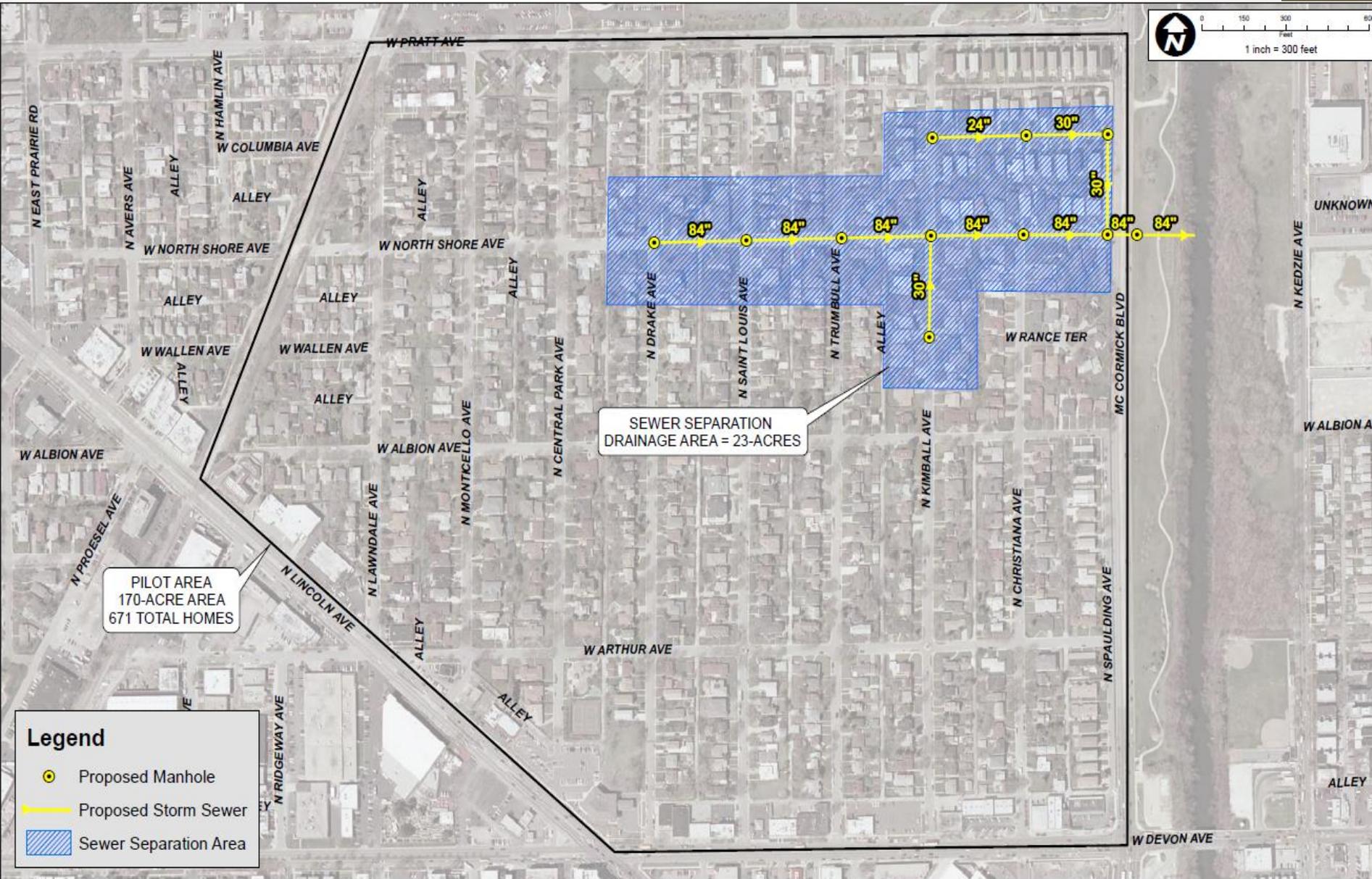
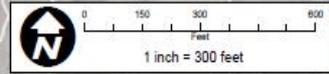
- Trunk sewer runs on North Shore Ave from Drake Ave to the North Shore Channel
  - Tributary sewers on Kimball Ave, Columbia Ave, and Spaulding Ave
  - Trunk sewer size: 48-inch to 60-inch
- Project includes completing the installation of berms and restrictors in the Phase II area
- Minimum size required to meet the 10-year level of protection
  - Future expansion would not be possible
- Total Cost: \$3.9 million
- Recommended Option



# Option 2

- Trunk sewer runs on North Shore Ave from Drake Ave to the North Shore Channel
  - Tributary sewers on Kimball Ave, Columbia Ave, and Spaulding Ave
  - Trunk sewer size: 84-inch (largest possible)
- Project includes completing the installation of berms and restrictors in the Phase II area
- Does not protect additional homes from basement backups
- Allows for future expansion to the west
  - Potentially separate the East End
  - Provide outfall for street storage projects in other areas
  - No specific projects have been identified
- Total Cost: \$4.68 million

# Option 2



## Legend

- Proposed Manhole
- Proposed Storm Sewer
- ▨ Sewer Separation Area

# Option 3

- Trunk sewer runs on North Shore Ave from the former UP ROW to the North Shore Channel
  - Tributary sewers on Kimball Ave, Columbia Ave, and Spaulding Ave
  - Trunk sewer size: 84-inch (largest possible)
- Project includes completing the installation of berms and restrictors in the Phase II area
- Allows for future expansion to the west
  - Potentially separate the East End
  - Provide outfall for street storage projects in other areas
  - No specific projects have been identified
- Total Cost: \$6.4 million



# Summary of Costs

Cost	Option 1	Option 2	Option 3
Engineering	\$270,000	\$320,000	\$440,000
Construction	\$3,050,000	\$3,710,000	\$5,160,000
Const. Oversight	\$330,000	\$400,000	\$550,000
Remaining Berms/Restrictors	\$250,000	\$250,000	\$250,000
Total Cost	\$3,900,000	\$4,680,000	\$6,400,000

# Funding Opportunities

- \$400,000 has been included in the FY 2017/18 budget for completing the design of the relief sewer
- MWRD has previously funded similar projects
  - 50/50 split with local agencies
  - Another round of funding is expected in the near future
- The Water/Sewer Fund currently has approximately \$820,000 in reserves
  - Remaining project cost would require additional local funds, either through bonding or increasing the sewer user fee (currently \$1.00 per 1,000 gallons of water used)
- **A Water Fund Workshop will be scheduled in the near future to discuss funding strategies for this and other projects**

# Proposed Timeline

- 2017
  - Complete project design
  - Seek funding participation from MWRD
- 2018
  - Construction

# Recommendation

- Staff recommends pursuing Option 1 (60-inch sewer, Drake Ave to North Shore Channel) for the following reasons:
  - Option 1 provides a 10-year level of protection of the area tributary to that sewer
  - Increasing the size of the sewer does not provide protection for additional homes against basement backups
  - Increasing the size of the sewer provides the potential for connecting to future improvements; however, no specific projects have been identified

# Village Board Direction

- Staff is seeking direction as to the size and scope of the proposed North Shore Avenue Outfall Sewer
  - Option 1: 60-inch (Drake Ave to North Shore Channel)
  - Option 2: 84-inch (Drake Ave to North Shore Channel)
  - Option 3: 84-inch (Former UP ROW to North Shore Channel)



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# MEMORANDUM

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**TO:** Timothy C. Wiberg, Village Manager

**FROM:** Charles Meyer, Assistant to the Village Manager

**DATE:** September 19, 2017

**SUBJECT:** Panic Button for Police Department Lobby

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## **Background**

At the September 5, 2017 Committee of the Whole Meeting the Village Board gave direction to staff to begin the process of installing a panic button to be available to Police Department visitors in case of emergency. Currently, people who visit the Police Department outside the normal business hours of 7:00 am through 5:00 pm Monday through Friday are restricted to the vestibule of the building, where they can contact Skokie Dispatch for further assistance. The panic button provides an extra level of security by allowing someone to enter the lobby of the Police Department outside the normal business hours while they wait for Police personnel to respond.

As part of transferring dispatch services from Lincolnwood to Skokie, staff sought a grant from the Metropolitan Mayors' Conference (MMC) to compensate the Village for improvements to the vestibule in the form of an automated external defibrillator (AED) and the purchase of a panic button to allow for staff to remotely allow visitors into the main lobby of the Police Department to await Police personnel. The grant received MMC will be used to facilitate the changes requested by the Village Board on September 5, 2017.

## **Discussion**

Staff is proposing the installation of several new components for the security system in the Police lobby and vestibule to provide extra safety for visitors. These components include:

- Motion detector software to alert Skokie Dispatch that someone has entered the vestibule.
- A lock on the external door of the vestibule to prevent entry from the outside after someone has entered the vestibule and locked the door (already installed).
- Software to allow Skokie Dispatch to remotely unlock and then lock the door from the vestibule into the Police lobby.
- A panic button that allows a visitor to press to enter into the Police lobby. The panic button will have a timer on it, so that the panic button will deactivate for a set time period (i.e. if an aggressor is trying to get into the Police lobby, they cannot press the panic button to follow the visitor into the Police lobby).

- An additional phone in the Police lobby to facilitate communication between the visitor and Skokie Dispatch during an emergency.
- An AED to be available in the Police lobby for emergency situations.

By way of an example, if a resident were to come in after normal business hours, the recommended improvements would result in the following scenario:

- A concerned resident visits the Police Department at midnight on a Friday fleeing an emergency situation.
- After the person enters the vestibule, they lock the door to the outside, thereby locking the resident inside the vestibule and then the resident picks up the phone to speak with Skokie Dispatch.
  - The resident may also press the panic button to let them into the Police lobby.
- Concurrently, Skokie Dispatch has been alerted through motion detectors that someone is in the vestibule and is currently monitoring the situation through cameras while speaking with resident.
- Understanding that an emergency situation is present, Skokie Dispatch can advise the resident to press the panic button to go into the Police Lobby.
- The resident continues to speak with Skokie Dispatch via a telephone in the Police Lobby while Police Officers respond to the situation.

Through the installation and proper training of the improvements discussed in this memorandum, the Village will be able to provide enhanced security for the Police Lobby during emergency situations.

### **Financial Impact**

The total cost for improvements to the vestibule and lobby discussed in this memorandum is \$5,500. These improvements include motion detector software, a new panic button installation, a new phone for the lobby, and an AED for the Police Department. Thanks to a grant received from the MMC, it is anticipated that the total expense to the Village will be \$2,750. The improvements to the lobby and vestibule should be installed and in place no later than December 31, 2017.

### **Recommendation**

It is recommended that the Police Department lobby and vestibule enhancements are discussed at the September 19, 2017, Committee of the Whole Meeting to receive direction on the proposals in this recommendation.



# LINCOLNWOOD POLICE DEPARTMENT

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## INTER-OFFICE MEMO

Robert LaMantia  
Chief of Police

To: Timothy C. Wiberg, Village Manager  
From: Robert LaMantia, Chief of Police  
Date: September 19, 2017  
Subject: Crime Free Housing Ordinance Discussion

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A crime free multi-housing program is a three phase certification program for rental properties. Crime Free Housing programs have been implemented in over 2,000 cities in 44 states and more than 10 countries. They are relatively common in communities with a significant number of rental units such as Evanston, Skokie and Oak Park. They are intended to reduce crime in rental properties.

There are three common elements of a Crime Free Housing Program. They are as follows:

1. The completion of a seminar taught by the local police department. The goal of the training is to reduce criminal activity in rental properties. Topics include:
  - a. Understanding Crime Prevention
  - b. Crime Prevention Through Environmental Design
  - c. The Crime Free Housing Program Application Process
  - d. The Village Code
  - e. Lease Addendum
  - f. Combating Crime Problems
  - g. Non-Compliance
2. The inspection of the property prior to sale. The Village would prevent the sale of any multi-unit building with four or fewer units until an inspection is performed by the Village.
3. A crime free lease addendum. Property owners are required to have tenants sign a crime free addendum as part of the lease. The addendum makes it a violation of the lease for any tenant or invitee to engage in violent or drug related crimes, or to use the lease premises for such purposes.

### **Lincolnwood Housing**

According to the 2010 US Census, Lincolnwood had approximately 578 (13.3%) of the

Village's 4,341 housing units serving as rental housing.

### **Program Cost**

The Village could develop an Ordinance and lease addendum, and prepare a lesson plan and course outline with existing staff.

The cost for staff to provide a four hour block of instruction (Crime Free Housing training) to landlords on six occasions per year would be \$2,520.00.

Property inspections prior to sale would require the assistance of Community Development. The cost of each property inspection would involve approximately two hours. The Village contracted inspector charges \$75.00 per property inspection. If there were 50 rental property transfers per year, the total cost would be \$3,750.

The total cost of the program would be \$6,000 plus indirect cost of additional staff time to administer the program.

### **Program Benefit**

Proponents of a Crime Free Housing Program espouse the following potential benefits:

1. A stable, more satisfied tenant base
2. Increased demand for rental units because in theory the housing stock would be in better condition
3. Lower maintenance and repair costs
4. Increased property values
5. Improved personal safety for tenants, owners, and managers
6. Peace of mind that comes when spending more time on routine management and less time on crisis control
7. Fewer requests for police service

### **Summary**

Staff is seeking direction from the Board.

### **Documents Attached**

1. Crime Free Housing Program Description - Village of Skokie
2. Crime Free Housing Rental Unit Application - Village of Skokie
3. Sale of Property Inspection - Village of Skokie
4. Lease Addendum - Village of Skokie
5. Crime Free Housing Ordinance - Skokie

# Residential Rental Unit Standards and Neighborhood Integrity Ordinance Skokie

The Village of Skokie values its rental properties as a key component of vibrant and functional neighborhood life. The Village Board approved the Residential Rental Unit Standards and Neighborhood Integrity Initiative and ordinance in early 2014 to help protect and strengthen this environment. Within the Village there are approximately 1,200 multi-unit buildings



providing 5,000 units of rental housing. There also are approximately 1,500 single family homes, duplexes and townhouses that are rented throughout the Village. The Village recognizes that landlords are critical components of the neighborhoods throughout the community. In an effort to provide effective tools for landlords, the Village will provide additional trained staff from the Skokie Police Department and the Property Standards Division in a coordinated approach to marshal all Village resources for the benefit of neighborhoods.

Starting late April and May 1 the following key components of the ordinance will be implemented:

**Rental Unit Registration:** The ordinance requires that every residential rental unit must be registered prior to being offered for rent. Only rental units in condominium buildings with more than four units and owner occupied units in rental buildings are exempt from the registration requirements. Rental property owners will be mailed a registration form and instructions in April. All registration forms must be returned to the Village **by May 1** with the required registration fee of \$25 per unit. **Registration forms and information pamphlet on registration and frequently asked questions** may also be downloaded from the Village's website at [www.skokie.org](http://www.skokie.org). Fee waivers are available to qualified unit owners.

**Owner Seminar:** The owner or operator of a rental unit applying for registration must successfully complete the Village Residential Rental Property Landlord Seminar. These free maximum four hour information/ training seminars started in June 2014. The seminars will be held at the Skokie Police Department on weekdays, evenings and Saturday mornings. Information on seminar dates,

times, and registration processes will be mailed to owners/operators and will also be available on the Village's website **along with an information pamphlet**.

The Landlord Training Seminar Application can be found by clicking here. Classes are scheduled for the following dates:

- Tuesday, July 25, 2017 at 9 a.m.
- Saturday, August 19, 2017 at 8:30 a.m.

**Inspection Upon Sale:** Starting May 1<sup>st</sup> Village Transfer Stamps will not be issued by the Village Clerk's Office for the sale of any multi-unit rental building or single family house, duplex or townhouse used as a residential rental unit until an inspection is performed by the Property Standards Division and any and all identified code violations have been corrected. Rental units in a condominium building with more than four units are exempt from this requirement. An **Upon Sale** inspection report from the Village must be dated no more than 180 days prior to the date of closing and no later than the day of the closing. Inspection areas will include exterior building and property areas, common interior building areas and all dwelling units. Applications for the **Upon Sale Inspection Program** and an inspection check list can be obtained from Village Hall at the Clerk's Office, the Property Standards Division, and on the Village's website **along with an information pamphlet**.

**Certified Owner Program:** Starting May 1 the Village will offer a voluntary **Certified Owner Program**. This program would allow an owner/landlord to advertise as a Certified Owner provided that: 1. The property has been inspected by the Property Standards Division and is in substantial compliance with all applicable codes, ordinances and regulations; 2. All units are inspected for working smoke and CO detectors, and GFI outlets where required; 3. Successful completion of the Village Residential Rental Property Landlord Seminar; 4. The owner agrees to a security audit of the building and property by the Neighborhood Standards Officer and is in substantial compliance with the most recent audit; and, 5. The owner has contact information posted on the building as required by the ordinance. Applications for the **Certified Owner Program** can be obtained from Village Hall at the Property Standards Division and on the Village's website.

**Crime free addendum:** An important element of the new ordinance is the crime free provisions. Owners are required to have tenants sign a crime free addendum as part of the lease. The Village has a standard form that must be used which can be obtained from the Property Standards Division or on the

Village website. The mandatory addendum makes it a violation of the lease for any tenant or invitee of the tenant to engage in violent or drug related crimes or to use the leased premises for such purposes. The Police Neighborhood Standards Officer and Village of Skokie Corporation Counsel's office will assist landlords in addressing tenant issues regarding the violation of the addendum and nuisance activity that may lead to the eviction of a tenant. **A crime free addendum and information pamphlet with frequently asked questions may be obtained from the Property Standards Division and on the Village's website at [www.skokie.org](http://www.skokie.org).**

The Village is looking forward to the implementation of the Residential Rental Unit Standards and Neighborhood Integrity Initiative that will strengthen neighborhoods and the relationship with property owners/operators. For more information on the program or to obtain necessary applications please contact the Property Standards Division at 847/933-8224 or by going to the Village website at [www.skokie.org](http://www.skokie.org).



**VILLAGE OF SKOKIE**  
**Community Development Department**  
**Property Standards Division**  
 5127 Oakton Skokie, IL 60077  
 (847) 933-8224 • Fax (847) 933-8230  
**WWW.SKOKIE.ORG**

Official Use:	
Fee Amount	_____
Fee Paid	_____
Seminar Date	_____

**RENTAL UNIT REGISTRATION APPLICATION**

Please Print or Type

Pursuant to Village Code Article XIV every rental unit is required to be registered with the Village of Skokie. This application must be completed and signed by the Property Owner. Please submit the completed application with payment of \$25.00 per rental unit to the Village of Skokie at the location listed above. Owner-occupied and vacant units are exempt from registration. If a building has multiple entrances and individual addresses, separate applications are required for each address. **The application and fee are due by May 1, 2014.**

**Rental Property Address** \_\_\_\_\_

**OWNERSHIP INFORMATION**

Property Owner Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

**MANAGEMENT COMPANY and AGENT NAME (if other than owner)**

Company and Agent Name: \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

**TENANT INFORMATION (Optional) Provide additional sheets if necessary**

Name \_\_\_\_\_ Apt \_\_\_\_ Cell Phone \_\_\_\_\_ Name \_\_\_\_\_ Apt \_\_\_\_ Cell Phone \_\_\_\_\_

Name \_\_\_\_\_ Apt \_\_\_\_ Cell Phone \_\_\_\_\_ Name \_\_\_\_\_ Apt \_\_\_\_ Cell Phone \_\_\_\_\_

Name \_\_\_\_\_ Apt \_\_\_\_ Cell Phone \_\_\_\_\_ Name \_\_\_\_\_ Apt \_\_\_\_ Cell Phone \_\_\_\_\_

**RENTAL PROPERTY DESCRIPTION Please check one**

\_\_\_\_ Rental Apartment Building \_\_\_\_ Single Family/Townhouse/Duplex \_\_\_\_ Rental Condo or Co-op Unit (4 unit building or less)

**NUMBER OF RENTAL UNITS** (do not include owner-occupied and/or vacant) \_\_\_\_ X \$25 Per Unit = Total Due\$ \_\_\_\_

**I understand this registration is conditional upon compliance with all Village Ordinances and completion of the Residential Rental Property Landlord Seminar. All of the information provided in this application is true and correct to the best of my knowledge. If there are any changes in the information provided on this application, including leasing of a vacant unit, it is my responsibility to notify the Village of Skokie Property Standards Division within 21 days.**

Property Owner Signature \_\_\_\_\_

Date \_\_\_\_\_



**VILLAGE OF SKOKIE**  
**Community Development Department**  
**Property Standards Division**  
 5127 Oakton Skokie, IL 60077  
 (847) 933-8224 • Fax (847) 933-8230  
**WWW.SKOKIE.ORG**

**RENTAL UNIT ON-SALE INSPECTION APPLICATION**

**Please Print or Type**

Pursuant to Village Code Article XIV every rental unit is required to be inspected by the Village Property Standards Division prior to sale of the property. This application must be completed and signed by the current Property Owner. Please submit the completed application with the required payment to the Village of Skokie at the location listed above. If a building has multiple entrances and individual addresses, separate applications are required for each address. The request for an inspection must be submitted at least 28 days prior to the sale closing date. Inspection reports are valid only for a 180 day period. For more information contact the Property Standards Division at 847/933-8224 or visit the Village's website [www.skokie.org](http://www.skokie.org).

**Rental Property Address** \_\_\_\_\_

**OWNERSHIP INFORMATION**

Owner Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

**PURCHASER INFORMATION**

Owner Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

**RENTAL PROPERTY DESCRIPTION Please check one**

\_\_\_\_ Rental Apartment Building \_\_\_\_ Single Family/Townhouse/Duplex \_\_\_\_ Rental Condo or Co-op Unit (4 unit building or less)

**INSPECTION FEE** \$50 for first unit plus \$25 for each additional unit = Total Fee Due\$ \_\_\_\_\_

**INSPECTION DATE REQUESTED** Month/Day/Year \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Time \_\_\_\_\_

**All of the information provided in this application is true and correct to the best of my knowledge. If there are any changes in the information provided on this application, it is my responsibility to notify the Village of Skokie Property Standards Division prior to the sale of the property.**

Property Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Official Use: Fee Amount _____ Fee Paid _____ Inspection Dates _____ Approved ____ Not Approved ____ Bond Posted For Corrections \$ _____
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CRIME FREE LEASE ADDENDUM AS REQUIRED BY VILLAGE OF SKOKIE  
NEIGHBORHOOD INTEGRITY ORDINANCE

This Crime Free Lease Addendum is executed by the parties as a Rider to the lease for \_\_\_\_\_ (address of rental unit) , Skokie, IL 6007\_\_ which is dated \_\_\_\_\_, 20\_\_ (hereinafter "Lease") by and between \_\_\_\_\_ (hereinafter "Landlord") and \_\_\_\_\_ (hereinafter "Tenant(s)") as though the terms of this Rider were fully set forth in the Lease. As part of the consideration for this Lease, Tenant agrees as follows:

1. Tenant and Tenant's occupants, guests and invitees, whether on or near the leased premises as well as on all public ways abutting the leased premises and common grounds, are prohibited from:

- a. Engaging, or in any way being involved in, any criminal activity. For the purposes of this lease, criminal activity shall mean any criminal offense which would constitute a felony or Class A misdemeanor.
- b. Engaging in any act intended to facilitate or that does facilitate criminal activity including, but not limited to, drug-related offenses.
- c. Permitting the premises to be used for, or to facilitate, criminal activity.
- d. Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance or cannabis, at any location whether in, at, on or near the property.
- e. Engaging in any prostitution, criminal street gang activity, threatening or intimidating conduct or assault, all as defined by the Illinois Compiled Statutes, or unlawful discharge of firearms.

2. Tenant, or any member of the Tenant's leasehold, shall not engage, or in any way be involved in any violent criminal activity or illegal drug activity anywhere in or outside of the Village of Skokie. For purposes of this lease, violent criminal activity or illegal drug activity shall mean any arrest and charge of a felony offense concerning violent acts or drugs.

3. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Tenant consents to venue in Cook County.

4. Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for the purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any Tenant, co-signor, occupant or guarantor, notwithstanding the fact that a Tenant, co-signor, occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service

carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the initial lease.

5. Tenant hereby authorizes property management/Owner to use police generated reports against Tenant for any such violation as reliable direct evidence, and/or as business records as a hearsay exemption, in all eviction hearings.

6. Tenant also agrees to be responsible for the actions of Tenant's occupants, Tenant's guests and invitees, and Tenant's occupant's guests and invitees, regardless of whether Tenant knew or should have known about any such actions. A guest or invitee shall be anyone who Tenant or Tenant's occupant gives access to or allows on the premises or in the rental unit.

7. If and to the extent that any of the provisions of this addendum to the lease conflict or are otherwise inconsistent with any of the preceding provisions of the lease, whether or not such inconsistency is expressly noted in the addendum, the provisions of the addendum shall prevail.

8. This lease addendum is incorporated into the lease executed or renewed this day between the Owner and Tenant.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner/Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of Rental Property

## ARTICLE XIV. RENTAL UNIT REGISTRATION\*

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\***Editor's note:** Ord. No. 14-1-C-4030, § 2, adopted Jan. 6, 2014, supplied provisions to be added to this Code as Art. IX, §§ 22-500--22-518. In order to maintain the existing numbering style, at the discretion of the editor, this article has been included as Art. XIV, §§ 22-500--22-518.

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### Sec. 22-500. Definitions.

For the purposes of this Article, the following definitions shall apply:

1. *Common Exterior:* The open space and exterior of a building on the premises and on adjoining property under the control of the property Owner. The premises or property shall include the principal building, accessory structures, driveways, parking areas and all improvements to the property. Such common areas may serve, in whole or in part, one or more Multi-Unit Building.
2. *Common Interior:* Any portion or part thereof of a Multi-Unit Building having communal areas (laundry, furnace, storage rooms, hallways, stairways, meeting rooms, etc.) and all other areas, but not including a Dwelling. Interior common areas shall also include structural, mechanical and other elements or areas of a Multi-Unit Building for which the Owner is directly responsible for the proper maintenance thereof.
3. *Dwelling:* Any rooms or group of rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, bathing and eating.
4. *Multi-Unit Building:* A structure that is designed and built with two (2) or more Dwellings.
5. *Operator:* Any person who has charge, care, control or management of a rental unit or building, in which rental units are let, including but not limited to building managers, managing agents, brokers or superintendents.
6. *Owner:* Any person who alone, jointly or severally with others has legal title to any Multi-Unit Building, or Dwelling unit, with or without accompanying actual possession thereof; or is an executor, administrator, trustee or guardian of the estate of the Owner; is a mortgagee in possession, or is a senior officer or a trustee of the association of unit Owners of a homeowners' association. Owner shall also mean any homeowners' association or other legal entity having the charge, care or control of any common area which serves in whole or in part one or more Multi-Unit Buildings.
7. *Person:* Any individual, firm, association, partnership, corporation, trust or any other legal entity.
8. *Residential Rental Unit:* A Dwelling, whether in a Multi-Unit Building, single-family home, townhouse, co-op or any other structure that is occupied by individuals

other than the Owner, pursuant to Section 22-505 of the Skokie Village Code, or is vacant, that is being advertised to rent or is rented, through the exchange of money, goods, or services.

9. *Tenant*: Any occupant of a Residential Rental Unit.
10. *Neighborhood Standards Officer*: A Village Officer trained in the Crime Free Housing Program, including the Crime Prevention Through Environmental Design Program, as well as other types of property management and standards training, and working under the supervision of the Police Department and in cooperation with the Property Standards Division. In addition, the Neighborhood Standards Officer shall complete training regarding fair housing statutes and domestic violence education.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

### **Sec. 22-501. Residential rental unit registration.**

All Owners of a Residential Rental Unit must register each and all of their Residential Rental Units owned and operated in the Village. A Residential Rental Unit must be registered with the Village of Skokie in order to have Tenants.

- A. Residential Rental Unit Registration shall not be required for residential units in a Multi-Unit Building with more than four (4) Dwellings organized and owned pursuant to the Illinois Condominium Act 765 ILCS 605, et seq.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

### **Sec. 22-502. Registration prior to rental.**

Each and every Residential Rental Unit must be registered prior to it being offered for rent in any manner, including but not limited to listing with a leasing agent, print advertisement or signs posted on property.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

### **Sec. 22-503. Method of registration and fee.**

To obtain a Residential Rental Unit Registration the Owner must file the prescribed application with the Property Standards Division of the Community Development Department of the Village containing all of the required information to include but not be limited to property Owner, management name and contact information for both. Applications to register a Residential Rental Unit shall be obtained from the Property Standards Division of the Community Development Department. Any fee required for the Residential Rental Unit Registration shall be submitted with the application, as set forth in Section 46-135 of the Skokie Village Code and the date of a completed application submission with fee and confirmation of compliance with Section 22-508 of the Skokie Village Code, shall be the date of Residential Rental Unit Registration. Should the Owner decide not to rent or lease the Residential Rental Unit within ninety (90) days of Residential Rental Unit Registration, the Owner may apply for a refund of the registration fee.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

**Sec. 22-504. Change of information or ownership.**

- A. Every Owner shall report to the Property Standards Division of the Community Development Department any change in information previously provided on the required Residential Rental Unit Registration application within twenty-one (21) days of such change. This information shall include, but not be limited to, the removal or change of any Owner or Operator pursuant to Section 22-500(7) of the Skokie Village Code, or a change in ownership interest of more than 50% of the building.
- B. If the ownership of a Residential Rental Unit or Multi-Unit Building changes during the registration year, the new Owner shall be required to register the Residential Rental Units anew under the new Owner's name and pay a pro rata registration fee. No refund of any registration fee shall be paid to the former Owner.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

**Sec. 22-505. Owner occupied exemption.**

- A. Any Residential Rental Unit which is Owner occupied as the Owner's primary residence is exempted from the requirements of registration.
- B. All Owners must comply with and nothing in this Act shall be construed to negate or alter the provisions of the Skokie Fair Housing Act (Chapter 58, Article II, of the Skokie Village Code). However, no portion of this section shall curb the rights of an Owner as described in Section 58-37 of the Skokie Village Code.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

**Sec. 22-506. Fee waiver.**

- A. Any Multi-Unit Building or Residential Rental Unit found to be substantially in compliance with all applicable ordinances, codes and regulations of the Village upon inspection, as described in Section 22-509 of the Skokie Village Code, for three (3) consecutive years shall have the Residential Rental Unit Registration Fee waived the following year and every year thereafter, unless and until noncompliance is found.
- B. Any Multi-Unit Building or Residential Rental Unit which was substantially in compliance with all applicable ordinances, codes and regulations of the Village for the most recent inspection, prior to the enactment of this Ordinance, by the Property Standards Division of the Community Development Department shall have the Residential Rental Unit Registration Fee waived the following year and every year thereafter, unless and until noncompliance is found.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

**Sec. 22-507. Owner seminar.**

The Owner or Operator applying for registration shall have successfully completed the Village Residential Rental Property Landlord Seminar (hereinafter "Village Seminar") within three (3) months from the date of registration.

- A. An Owner or Operator of any Residential Rental Unit, who has successfully completed prior professional training commensurate with the Village Seminar, may apply to the Village Manager or designee for a waiver from the Seminar requirement. The Village Manager or designee, in his or her sole discretion, shall determine whether the applicant's prior professional training constitutes the substantial equivalent of the Village's Seminar.
- B. An Owner or Operator who successfully completes the Village Seminar shall not be required to attend another Village Seminar during subsequent renewal of registration. However, if an Operator who completed the Village Seminar is replaced, the Owner or the new Operator shall attend the Seminar.
- C. The Village Manager may require an Owner or Operator to re-attend and complete a Village Seminar if there are multiple code violations within an eighteen (18) month period.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

**Sec. 22-508. Compliance and certification.**

- A. Every Residential Rental Unit shall be owned, operated and maintained in full compliance with all applicable ordinances, codes and regulations.
- B. An Owner that continues to meet the following standards shall be designated by the Village as a Certified Owner, may advertise as a Certified Landlord, and will receive annual proof of Certification from the Village:
  - a. All Residential Rental property has been inspected by the Property Standards Division and is in substantial compliance as of the most recent inspection.
  - b. Owner agrees to allow Property Standards Division, in addition to its regular inspections, to confirm that each Residential Rental Unit is equipped with working smoke and CO detectors, and GFI outlets where required.
  - c. Owner or Operator has successfully completed the Village Seminar.
  - d. Owner agrees to submit all Residential Rental property to a security audit performed by the Neighborhood Standards Officer and is in substantial compliance as of the most recent audit.
  - e. Owner or Operator has contact information posted in compliance with Sec. 22-512.

Any use of the "Certified" designation for any purpose shall make clear that it is the Owner/Landlord that is Certified, rather than any individual building or Dwelling.

- C. Improper use of this designation shall be subject to fine.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

**Sec. 22-509. Regular property inspection.**

- A. The Village shall conduct regular property inspections of every building containing a Residential Rental Unit.

- B. Inspections shall be conducted by the Property Standards Division of the Community Development Department, in consultation with or with the participation of the Neighborhood Standards Officer working under the supervision of the Skokie Police Department.
- C. The Owner or Operator shall make available at the time of inspection all leases with the Crime Free Addendum for each Residential Rental Unit.
- D. The scope of any inspections conducted pursuant to this section shall be limited to the exterior areas, Common Interior and Common Exterior of the property and upon a request by an Owner, Operator or Tenant, may include the interior of a Dwelling.
- E. Where any common area is shared by more than one Residential Rental Unit, no Residential Rental Unit served in whole or in part by such common area shall be deemed to be in compliance for the purposes of registration until the common area is in full compliance with all applicable ordinances, codes and regulations.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

#### **Sec. 22-510. Registration terminates upon sale.**

Notwithstanding any provision contained in this Article, Residential Rental Unit Registration shall terminate upon the sale of the Multi-Unit Building or Residential Rental Unit.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

#### **Sec. 22-511. Inspection upon sale.**

- A. Transfer Stamps shall not be issued for a Multi-Unit Building or Residential Rental Unit until an inspection has been performed by the Property Standards Division of the Community Development Department, and any and all code violations that have been identified have been corrected as verified by a subsequent re-inspection.
- B. In the event the Owner disputes the determination of code violations, the Owner may request an administrative hearing. An Administrative Hearing Officer appointed by the Village shall conduct the review within five (5) business days from the date of request. Upon completion of the hearing, the Administrative Hearing Officer will issue a final determination.
- C. After being notified of code violations, an Owner shall complete the necessary repairs and notify the Property Standards Division of the Community Development Department which shall conduct a reinspection within three (3) business days and issue a determination.
- D. The initial Inspection Upon Sale report must be dated no more than one hundred eighty (180) days prior to the date of closing and dated no later than the day of the closing on the sale of the Multi-Unit Building or Residential Rental Unit. Inspection areas shall include exterior areas, Common Interior, Common Exterior and all Dwellings.
- E. Transfer Stamps may be issued for a Multi-Unit Building or Residential Rental Unit which has code violations, identified by the Inspection Upon Sale report, when such violations are not corrected, if a cash bond is posted with the Village for 110% of the cost of the required work or proof is submitted showing that a loan is in place exclusively for such

required work If a Multi-Unit Building or Residential Rental Unit which has code violations, identified by the Inspection Upon Sale report, is intended for demolition, Transfer Stamps may be issued once a cash bond is posted and the cash bond shall be returned once the demolition is completed.

- F. The request for an Inspection Upon Sale must be made in writing, not less than twenty-eight (28) days prior to the closing for the sale and may be made prior to offering the Multi-Unit Building or Residential Rental Unit for sale.
- G. The fee required for the Inspection Upon Sale shall be as set forth in Section 46-136 of the Skokie Village Code.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

**Sec. 22-512. Owner identification posting.**

- A. Owner or Operator shall post a weather proof sign with his or her name and active phone number in the Multi-Unit Building's Common Exterior or Common Interior next to the front door and accessible to the public, no smaller than eight (8) inches by ten (10) inches.
- B. Multi-Unit Buildings that are Owner occupied and contain four (4) Residential Rental Units or less are exempt from this posting.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

**Sec. 22-513. Tenant application and tenant information.**

- A. No Residential Rental Unit shall be rented without the Owner or Operator obtaining a written application.
- B. It is recommended that the written application request, but need not require, applicants' and all potential tenants' names (first, middle and last), addresses, birth dates, social security numbers (if any), driver's license numbers (if any), work and home telephone numbers with a list of the applicant's current and past residences during the previous three (3) years, including addresses and name of landlords.
- C. A certification as to the correctness of the information being provided signed by all of the adult prospective Tenants should be part of the written application.
- D. Reserved.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

**Sec. 22-514. Occupancy.**

No Owner or Operator shall permit the maximum occupancy of any Residential Rental Unit to be exceeded. The maximum occupancy of any Residential Rental Unit shall be:

TABLE INSET:

Number of Bedrooms	Maximum Number of Persons in Household
Studio	2
1	2

Number of Bedrooms	Maximum Number of Persons in Household
2	4
3	6
4	8
5	10
6	12

Owner or Operator shall also comply with Section 22-183 of the Skokie Village Code and may request additional occupancy for bedrooms which exceed one hundred (100) square feet for one (1) additional occupant for every additional fifty (50) square feet of floor area. If there is any conflict between the two sections, the more restrictive section shall apply. The decision of the Property Standards Division of the Community Development Department shall be the sole determiner as to what constitutes a bedroom for purposes of occupancy and shall be binding.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

**Sec. 22-515. Tenant rights and responsibilities.**

- A. No Tenant shall commit vandalism in or upon the building in which the Tenant's Residential Rental Unit is located, and no Tenant shall permit vandalism to occur or shall violate any of the provisions of this Article or any applicable ordinance, code or regulation of the Village in the Residential Rental Unit occupied by the Tenant.
- B. Every Owner or Operator shall maintain the premises in compliance with all local, state, and federal codes and shall promptly make any and all repairs necessary to fulfill the obligation.
- C. Every Tenant shall keep that part of the premises that he or she uses in a safe, clean and healthy manner.
- D. Every Owner or Operator shall disclose to the Tenant in writing at or before the commencement of the tenancy, the name, address and telephone number of a Person authorized to manage the premises.
- E. Every Owner or Operator shall notify all prospective Tenants in writing that "The Village of Skokie prohibits discrimination of real estate transactions based on race, color, religion, sex, creed, ancestry, national origin, disability, age, marital status, presence or age of children, sexual orientation or source of income (Chapter 58, Section 58-36 of the Skokie Village Code)." Such language may be included with other printed materials.
- F. Every Owner or Operator shall attach to any lease or written rental agreement or similar document a copy of Chapter 22, Article XIV, Rental Unit Registration and Chapter 58, Article II, Discrimination and Fair Housing, of the Skokie Village Code.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

**Sec. 22-516. Registration renewal.**

A Residential Rental Unit Registration shall be renewed annually. Any Residential Rental Unit and Owner that is not substantially in compliance with this Article and any and all applicable codes, including health, safety and building codes shall be required to pay double the registration fee.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

**Sec. 22-517. Administration of this article.**

The Village Manager or designee shall administer this Article and may promulgate rules and regulations to carry out its enforcement.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)

**Sec. 22-518. Implementation.**

- A. Inspections of Residential Rental Units by the Property Standards Division of the Community Development Department and the Neighborhood Standards Officer shall be prioritized based on Nuisance Intervention and Prevention Committee findings, code violations, location, timing of last inspection, complaints and other conditions that warrant an increased level of review and intervention.
- B. Each registration shall be an annual registration, the term of which shall commence on May 1 of a given year and shall terminate on the following April 30.

(Ord. No. 14-1-C-4030, § 2, 1-6-2014)



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
7:30 P.M., SEPTEMBER 19, 2017**

**AGENDA**

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Warrant Approval**
- V. Village President's Report**
  1. Appointment of Victor Stojanoff to the Traffic Commission
- 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 Recommendation by the Traffic Commission to Adopt an Ordinance to Amend Section 7-2-12 of the Municipal Code Pertaining to Restricting Parking on the West Side of Lincoln Avenue from the North Curb Line of Springfield Avenue to a Point 75 Feet North of the North Curb Line of Springfield Avenue; and from the North Curb Line of Albion Avenue to a Point 163 Feet North of the North Curb Line of Albion Avenue (Appears on Consent Agenda Because it was Approved Unanimously by a Recommending Body)
  2. Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance to Amend Section 7-2-16 of the Municipal Code Concerning Parking Restrictions in Village-Owned Parking Lots (Appears on Consent Agenda Because it was Approved Unanimously by a Recommending Body)
  3. Approval of an Ordinance Amending Section 14-7-3 of the Municipal Code Regarding the Village's Life Safety Code (Appears on Consent Agenda Because it was Discussed at a Previous Committee of the Whole)
  4. Approval of a Resolution to Authorize the Execution of a Contract with F.E. Moran, Inc. of Northbrook, Illinois for the Replacement of the Fire Department Boiler in an Amount of \$76,050.00 (Appears on Consent Agenda Because it is for the Lowest Qualified Bidder)
  5. Approval of a Recommendation by the Parks and Recreation Board to Adopt a Resolution to Close a Portion of Lincoln Avenue on Sunday, November 19, 2017 between the hours of 7 A.M. to 11 A.M. for the Annual Turkey Trot Race (Appears on Consent Agenda Because it is a Routine Function of Government)

## **VII. Regular Business**

6. Consideration of a Recommendation by the Plan Commission in Case #PC-06-17 Granting Approval of Residential Units as a Special Use and Variations related to Building Setback, Drive Aisle Width, Off-Street Parking Capacity, Off-Street Parking Location, and Parking Lot Perimeter Landscaping at 6733-6735 North Lincoln Avenue
7. Consideration of a Recommendation by the Zoning Board of Appeals in Case #ZB-10-17 to Deny a Variation to Permit a Backup Electrical Generator to be Located Less Than Ten Feet from a Property Line at 6638 North Ramona Avenue
8. Consideration of a Resolution Approving a License Agreement for an Emergency Medical Services (EMS) Station at 3501 Northeast Parkway

## **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 Purchase or Lease of Property Per Section 2(c)(5) and to Discuss Setting Price to Sell or Lease Property Per Section 2(c)(6)*

## **XIV. Adjournment**

DATE POSTED: September 15, 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: September 15, 2017

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

09/19/2017	41,104.77
09/19/2017	340,161.36
09/19/2017	135,942.30
09/19/2017	386,164.43

Total	<u>\$ 903,372.86</u>
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# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 09/08/2017 - 3:48PM  
Batch: 00200.09.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Arrow Road Construction Co					
ARROWROA					
11125	8/31/2017	631.42	0.00	09/19/2017	
213-000-561-5490 R&M Road Repairs					UPM Cold patch material for potholes
11125 Total:		631.42			
Arrow Road Construction C		631.42			
ARRP Trucking & Hauling Inc					
ARRP					
21515	8/23/2017	247.00	0.00	09/19/2017	
660-620-519-5599 Other contractual					1 load of hauling dirt
21515 Total:		247.00			
ARRP Trucking & Hauling		247.00			
Avalon Petroleum					
AVALON					
18565	8/30/2017	966.84	0.00	09/19/2017	
101-350-512-5670 Fuel					Fuel usage
18565	8/30/2017	840.14	0.00	09/19/2017	
101-440-513-5670 Fuel					Fuel usage
18565	8/30/2017	183.31	0.00	09/19/2017	
205-430-515-5670 Fuel					Fuel usage
18565	8/30/2017	550.71	0.00	09/19/2017	
660-620-519-5670 Fuel					Fuel usage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
18565 Total:		2,541.00		
461942	8/30/2017	33.75	0.00	09/19/2017
101-420-511-5670 Fuel				Fuel usage
461942	8/30/2017	2,430.00	0.00	09/19/2017
101-300-512-5670 Fuel				Fuel usage
461942	8/30/2017	164.19	0.00	09/19/2017
101-350-512-5670 Fuel				Fuel usage
461942	8/30/2017	24.40	0.00	09/19/2017
101-400-511-5670 Fuel				Fuel usage
461942	8/30/2017	79.36	0.00	09/19/2017
101-410-511-5670 Fuel				Fuel usage
461942	8/30/2017	89.16	0.00	09/19/2017
101-420-511-5670 Fuel				Fuel usage
461942	8/30/2017	486.18	0.00	09/19/2017
101-440-513-5670 Fuel				Fuel usage
461942	8/30/2017	365.32	0.00	09/19/2017
205-430-515-5670 Fuel				Fuel usage
461942	8/30/2017	377.64	0.00	09/19/2017
660-620-519-5670 Fuel				Fuel usage
461942 Total:		4,050.00		
Avalon Petroleum Total:		6,591.00		
Back Flow Solutions Inc BFSINC 2350	9/1/2017	435.42	0.00	09/19/2017
660-620-519-5399 Other professional services				Program managment fee for backflow program
2350 Total:		435.42		
Back Flow Solutions Inc T		435.42		
Bernstein, Dr. Jacob BERNST 009572-000	9/5/2017	928.60	0.00	09/19/2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
660-000-110-1230	Water customer receivables				Refund for overpayment on water bill
	009572-000 Total:	928.60			
	Bernstein, Dr. Jacob Total:	928.60			
Builders Asphalt					
BUILDERS					
24332	8/21/2017	299.50	0.00	09/19/2017	
	213-000-561-5490 R&M Road Repairs				Recycled surface
	24332 Total:	299.50			
24353	8/22/2017	328.00	0.00	09/19/2017	
	213-000-561-5490 R&M Road Repairs				Recycled surface
	24353 Total:	328.00			
24365	8/23/2017	382.50	0.00	09/19/2017	
	213-000-561-5490 R&M Road Repairs				Recycled surface
	24365 Total:	382.50			
	Builders Asphalt Total:	1,010.00			
Douglas Truck Parts					
DOUGTK					
32739	8/23/2017	72.60	0.00	09/19/2017	
	101-300-512-5480 R&M - vehicles				Bulbs
	32739 Total:	72.60			
32788	8/23/2017	50.66	0.00	09/19/2017	
	101-300-512-5480 R&M - vehicles				Spring brake, pin clip
32788	8/23/2017	123.26	0.00	09/19/2017	
	101-440-513-5480 R&M - vehicles				Spring brake, pin clip
	32788 Total:	173.92			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Douglas Truck Parts Total:		246.52			
Emcor Services Team Mechanical Inc EMCOR					
930004912	9/7/2017	211.90	0.00	09/19/2017	PW A/C not working
101-420-511-5405 R&M - buildings					
930004912 Total:		211.90			
Emcor Services Team Mec		211.90			
Gesheva, Mariana GESHAVA					
090317	9/3/2017	95.00	0.00	09/19/2017	Refund - Tennis
205-000-210-2430 Parks and Rees Control Deposi					
090317 Total:		95.00			
Gesheva, Mariana Total:		95.00			
Halogen HALOGEN					
509296	8/28/2017	341.40	0.00	09/19/2017	Pool vacuum hoses & adapters
205-560-515-5405 R&M - buildings					
509296 Total:		341.40			
509473	8/30/2017	186.00	0.00	09/19/2017	Solenoid Valve for kiddie pool filter
205-560-515-5405 R&M - buildings					
509473 Total:		186.00			
509631	9/1/2017	2,715.10	0.00	09/19/2017	Pool chemicals
205-560-515-5630 Chemicals - swimming pool					
509631 Total:		2,715.10			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
520340	8/31/2017	-172.50	0.00	09/19/2017	
205-560-515-5405 R&M - buildings					Pool hose return
	520340 Total:	-172.50			
	Halogen Total:	3,070.00			
Hursh, Sharon					
HURSH					
17-8128	8/21/2017	127.50	0.00	09/19/2017	
101-400-511-5210 Animal control					Animal Control services
	17-8128 Total:	127.50			
	Hursh, Sharon Total:	127.50			
KGI Landscaping Co					
KGILANDS					
223164	8/31/2017	1,131.75	0.00	09/19/2017	
205-560-515-5270 Purchased program services					Landscaping for medians, pool and Village Hall
223164	8/31/2017	1,383.25	0.00	09/19/2017	
101-440-513-5250 Landscaping services					Landscaping for medians, pool and Village Hall
223164	8/31/2017	1,257.00	0.00	09/19/2017	
101-420-511-5405 R&M - buildings					Landscaping for medians, pool and Village Hall
	223164 Total:	3,772.00			
	KGI Landscaping Co Total	3,772.00			
Landscape Concepts Management					
LANDSCAP					
129937	9/1/2017	2,835.00	0.00	09/19/2017	
205-430-515-5250 Contract Maintenance					Landscaping Maintenance - Centennial Park
	129937 Total:	2,835.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Landscape Concepts Mana	2,835.00		
Lowe's Business Acc/GECF				
LOWES				
02083	8/25/2017	16.57	0.00	09/19/2017
	205-430-515-5730 Program supplies			Metal bar & hinge for Park signs
02083	8/30/2017	31.35	0.00	09/19/2017
	205-430-515-5730 Program supplies			Wall outlet for Shelter House
	02083 Total:	47.92		
02094	8/25/2017	10.86	0.00	09/19/2017
	205-430-515-5730 Program supplies			Hitch pin & gate hardware for Park signs
	02094 Total:	10.86		
02472	8/30/2017	45.56	0.00	09/19/2017
	101-420-511-5730 Program supplies			Soap dispenser for PD
	02472 Total:	45.56		
02507	8/30/2017	16.67	0.00	09/19/2017
	205-430-515-5730 Program supplies			Epoxy adhesive & paint
	02507 Total:	16.67		
	Lowe's Business Acc/GEC	121.01		
Lurvey Landscape Supply				
LURVEY				
S1-10031974-01	8/30/2017	81.00	0.00	09/19/2017
	101-420-511-5680 Landscaping supplies			Mums for Village Hall
	S1-10031974-01 Total:	81.00		
	Lurvey Landscape Supply	81.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Maine-Niles Association of Special Recreation					
MNASR					
16-334	8/31/2017	3,090.26	0.00	09/19/2017	
205-580-515-5270	Purchased program services				Inclusion Services for August B 2017
	16-334 Total:	3,090.26			
	Maine-Niles Association o	3,090.26			
Marc Printing					
MARCP					
111313	8/16/2017	413.33	0.00	09/19/2017	
660-610-519-5720	Postage				Mailing water bills
	111313 Total:	413.33			
CYC1,4	9/5/2017	982.30	0.00	09/19/2017	
660-610-519-5720	Postage				Mailing water bills/Cycle 1 & 4
	CYC1,4 Total:	982.30			
	Marc Printing Total:	1,395.63			
Martin Implement Sales Inc					
MARTINIM					
A58158	8/28/2017	52.35	0.00	09/19/2017	
660-620-519-5480	R&M - vehicles				Thermostat, gasket for Tractor #7
	A58158 Total:	52.35			
A58232	8/31/2017	70.21	0.00	09/19/2017	
660-620-519-5480	R&M - vehicles				Gray hose, switch for Tractor #7
	A58232 Total:	70.21			
	Martin Implement Sales In	122.56			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Morton Grove Automotive West MORTONG 57445	8/22/2017	55.00	0.00	09/19/2017	
101-440-513-5480 R&M - vehicles					Polly for alternator for Tractor #3
	57445 Total:	55.00			
	Morton Grove Automotive	55.00			
Orange Crush LLC ORANGCRH 37950	8/30/2017	331.66	0.00	09/19/2017	
213-000-561-5490 R&M Road Repairs					Asphalt surface mix
	37950 Total:	331.66			
	Orange Crush LLC Total:	331.66			
Russo Power Equipment RUSSO 4246736	7/12/2017	8,977.00	0.00	09/19/2017	
101-440-513-5730 Program supplies					Riding mower replacement
	4246736 Total:	8,977.00			
4388460	8/30/2017	1,489.10	0.00	09/19/2017	
205-430-515-5745 Small tools					Chain saw, helmet, pruner
	4388460 Total:	1,489.10			
4388464	8/30/2017	47.82	0.00	09/19/2017	
205-430-515-5745 Small tools					Chain loop
	4388464 Total:	47.82			
	Russo Power Equipment T	10,513.92			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Shaker, Roan SHAKER 08162017	8/16/2017	409.92	0.00	09/19/2017	
205-000-110-1010 Payroll Chkg Acct-BOL					Replace lost payroll check
	08162017 Total:	409.92			
	Shaker, Roan Total:	409.92			
Sherwin Williams Co SHERWINW 6158-8	8/22/2017	329.30	0.00	09/19/2017	
101-420-511-5405 R&M - buildings					Paint for Garaage door at PD
	6158-8 Total:	329.30			
	Sherwin Williams Co Total	329.30			
Standard Equipment Company STANDARD P00132	8/2/2017	1,050.70	0.00	09/19/2017	
101-440-513-5480 R&M - vehicles					Main broom for Sweeper #2
	P00132 Total:	1,050.70			
	Standard Equipment Comp	1,050.70			
Suburban Laboratories, Inc. SUBURB 147812	8/31/2017	605.00	0.00	09/19/2017	
660-620-519-5320 Consulting					Coliform testing and disinfectant by products
	147812 Total:	605.00			
	Suburban Laboratories, Inc	605.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Thomas, Simona					
THOMSIM					
090117	9/1/2017	250.00	0.00	09/19/2017	
205-000-210-2430 Parks and Recs Control Deposi					Refund Soccer
	090117 Total:	250.00			
	Thomas, Simona Total:	250.00			
TKE Corporation					
TKECORP					
3003388934	9/1/2017	557.87	0.00	09/19/2017	
101-420-511-5405 R&M - buildings					Maintenance contract for elevator maintenance
	3003388934 Total:	557.87			
	TKE Corporation Total:	557.87			
Welding Supply Inc.					
WELDINGS					
803071	8/31/2017	10.34	0.00	09/19/2017	
205-571-515-5730 Program supplies					Helium tank - August
803071	8/31/2017	6.82	0.00	09/19/2017	
101-350-512-5730 Program supplies					Argon tank - August
	803071 Total:	17.16			
	Welding Supply Inc. Total:	17.16			
Westmont Auto Parts					
WESTMONT					
16897	8/18/2017	407.36	0.00	09/19/2017	
101-300-512-5480 R&M - vehicles					Pads and rotors for PD
	16897 Total:	407.36			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Westmont Auto Parts Total		407.36			
Wholesale Direct Inc					
WHOLESALE					
228601	7/14/2017	304.94	0.00	09/19/2017	
101-440-513-5480 R&M - vehicles					LED highlighter
228601	7/14/2017	304.94	0.00	09/19/2017	
660-620-519-5480 R&M - vehicles					LED highlighter
228601	7/14/2017	238.81	0.00	09/19/2017	
205-430-515-5480 R&M - vehicles					LED highlighter
228601 Total:		848.69			
228772	7/26/2017	66.13	0.00	09/19/2017	
205-430-515-5480 R&M - vehicles					Riser mount
228772 Total:		66.13			
229081	8/16/2017	79.14	0.00	09/19/2017	
101-300-512-5480 R&M - vehicles					Special bulbs for PD vehicles
229081 Total:		79.14			
229103	8/17/2017	29.89	0.00	09/19/2017	
101-300-512-5480 R&M - vehicles					Bulb for PD vehicles
229103 Total:		29.89			
Wholesale Direct Inc Total		1,023.85			
Work' N Gear, LLC					
WRKNGEAR					
HA82265	8/21/2017	160.00	0.00	09/19/2017	
101-440-513-5070 Uniform allowance					Clothing allowance
HA82265 Total:		160.00			
HA82266	8/21/2017	145.00	0.00	09/19/2017	
101-440-513-5070 Uniform allowance					Clothing allowance

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	HA82266 Total:	145.00			
HA82653	8/28/2017	-20.00	0.00	09/19/2017	
101-440-513-5070	Uniform allowance				Clothing allowance
	HA82653 Total:	-20.00			
HA82654	8/28/2017	111.21	0.00	09/19/2017	
101-440-513-5070	Uniform allowance				Clothing allowance
	HA82654 Total:	111.21			
HA82656	8/28/2017	170.00	0.00	09/19/2017	
101-440-513-5070	Uniform allowance				Clothing allowance
	HA82656 Total:	170.00			
HA82657	8/28/2017	-155.00	0.00	09/19/2017	
101-440-513-5070	Uniform allowance				Clothing allowance
	HA82657 Total:	-155.00			
HA82658	8/28/2017	130.00	0.00	09/19/2017	
101-440-513-5070	Uniform allowance				Clothing allowance
	HA82658 Total:	130.00			
	Work' N Gear, LLC Total:	541.21			
	Report Total:	41,104.77			

# Accounts Payable

## To Be Paid Proof List

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Aburano, Mike					
ABURANO					
083017	8/30/2017	2,000.00	0.00	09/19/2017	Flood control program
460-000-561-6350 Sewer Fund					
083017 Total:		2,000.00			
Aburano, Mike Total:		2,000.00			
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10502815-00	8/17/2017	990.00	0.00	09/19/2017	Community Center patio light replacem
205-571-515-5535 Facility rental					
10502815-00 Total:		990.00			
Active Electrical Supply C		990.00			
Air One Equipment					
AIRONE					
125301	8/23/2017	429.00	0.00	09/19/2017	Fit test, 2 masks
101-350-512-5430 R&M - Fire & EMS equipmen					
125301 Total:		429.00			
125380	8/25/2017	686.05	0.00	09/19/2017	SCBA compressor maintenance
101-350-512-5430 R&M - Fire & EMS equipmen					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	125380 Total:	686.05			
	Air One Equipment Total:	1,115.05			
Andy Pollina & Sons, Inc.					
ANDYPOLL					
1693	8/26/2017	100.00	0.00	09/19/2017	
101-000-410-4399					Other charges for services Mow grass at 6942 Crawford
	1693 Total:	100.00			
2400	8/26/2017	1,100.00	0.00	09/19/2017	
101-000-410-4399					Other charges for services Mow grass at 4500 N Lincoln
	2400 Total:	1,100.00			
	Andy Pollina & Sons, Inc.	1,200.00			
Avalon Petroleum					
AVALON					
18548	8/9/2017	945.50	0.00	09/19/2017	
101-350-512-5670					Fuel Fuel usage
18548	8/9/2017	979.27	0.00	09/19/2017	
101-440-513-5670					Fuel Fuel usage
18548	8/9/2017	313.19	0.00	09/19/2017	
205-430-515-5670					Fuel Fuel usage
18548	8/9/2017	414.04	0.00	09/19/2017	
660-620-519-5670					Fuel Fuel usage
	18548 Total:	2,652.00			
457826	8/9/2017	114.10	0.00	09/19/2017	
101-420-511-5670					Fuel Fuel usage
457826	8/9/2017	2,260.68	0.00	09/19/2017	
101-300-512-5670					Fuel Fuel usage
457826	8/9/2017	32.75	0.00	09/19/2017	
101-400-511-5670					Fuel Fuel usage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
457826	8/9/2017	402.81	0.00	09/19/2017
101-440-513-5670 Fuel				Fuel usage
457826	8/9/2017	626.23	0.00	09/19/2017
205-430-515-5670 Fuel				Fuel usage
457826	8/9/2017	370.49	0.00	09/19/2017
660-620-519-5670 Fuel				Fuel usage
457826	8/9/2017	106.94	0.00	09/19/2017
101-350-512-5670 Fuel				Fuel usage
457826 Total:		3,914.00		
Avalon Petroleum Total:		6,566.00		
Bound Tree Medical, LLC				
BOUND				
82602566	8/23/2017	1,095.82	0.00	09/19/2017
101-350-512-5660 EMS supplies				Airway kits, endotracheal tubes, splint
82602566 Total:		1,095.82		
82604024	8/24/2017	4.49	0.00	09/19/2017
101-350-512-5660 EMS supplies				Endotracheal tubes
82604024 Total:		4.49		
Bound Tree Medical, LLC		1,100.31		
D'Original Juzz Dance Group				
DORIGINA				
8292017	8/29/2017	1,897.00	0.00	09/19/2017
205-503-515-5270 Purchased program services				August 2017 Collected Drop In
8292017 Total:		1,897.00		
D'Original Juzz Dance Gro		1,897.00		

Equipment Management Co

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
EQUIPMEN				
51164	6/19/2017	298.67	0.00	09/19/2017
101-350-512-6570	Equipment - public safety			Freight for extrication equipment
	51164 Total:	298.67		
51689	8/23/2017	2,953.50	0.00	09/19/2017
101-350-512-5665	Firefighting supplies			Hoods
	51689 Total:	2,953.50		
	Equipment Management C	3,252.17		
IL Municipal Retirement Fund				
ZZIMRF				
Aug-17	8/28/2017	46,999.87	0.00	09/19/2017
102-000-210-2023	Employee IMRF withholding			Monthly Employer Aug - 17
Aug-17	8/28/2017	20,739.41	0.00	09/19/2017
102-000-210-2023	Employee IMRF withholding			Monthly Employee Aug - 17
	Aug-17 Total:	67,739.28		
	IL Municipal Retirement F	67,739.28		
Impact Networking, LLC				
IMPACT				
862584	6/28/2017	15.00	0.00	09/19/2017
205-571-515-5730	Program supplies			6/29-7/28 Service Contract
862584	6/28/2017	45.68	0.00	09/19/2017
205-530-515-5730	Program supplies			Overage printing 3/29-6/28 from camp
	862584 Total:	60.68		
905983	8/29/2017	15.00	0.00	09/19/2017
205-571-515-5730	Program supplies			8/29-9/28 Service contract
	905983 Total:	15.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
		75.68		
Impact Networking, LLC T				
Johnstone Supply JOHNSTON				
1035868A	8/25/2017	48.99	0.00	09/19/2017
205-563-515-5405 Repairs and Maint. Building				Concession stand filter
		48.99		
1035868A Total:				
		48.99		
Johnstone Supply Total:				
		48.99		
Menini Cartage Inc MENICRT				
47799	8/16/2017	895.90	0.00	09/19/2017
101-440-513-5760 Street materials - aggregate				Gravel
		895.90		
47799 Total:				
		895.90		
47916	8/23/2017	492.55	0.00	09/19/2017
101-440-513-5760 Street materials - aggregate				Gravel
		492.55		
47916 Total:				
		492.55		
Menini Cartage Inc Total:				
		1,388.45		
Orange Crush LLC ORANGCRH				
37136	8/23/2017	148.80	0.00	09/19/2017
213-000-561-5490 R&M Road Repairs				Asphalt surface mix
		148.80		
37136 Total:				
		148.80		
Orange Crush LLC Total:				
		148.80		

Paramedic Services of Illinois

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
PARAMEDI 5175	9/1/2017	235,669.27	0.00	09/19/2017	Services rendered month ended 9/30/2017
101-350-512-5220 Fire protection					
5175 Total:		235,669.27			
Paramedic Services of Illin		235,669.27			
Planned Forest Solutions LLC PLANNED					
168247	8/28/2017	1,175.04	0.00	09/19/2017	Nuisance tree removal permits, inspection requests
101-400-511-5039 Other contract labor					
168247 Total:		1,175.04			
Planned Forest Solutions L		1,175.04			
Rainbow Farm RAINBOWF					
35189	8/28/2017	325.00	0.00	09/19/2017	Woodchip trucking
101-440-513-5599 Other Contractual					
35189 Total:		325.00			
Rainbow Farm Total:		325.00			
Sam's Club SAMSCCL					
082117	8/21/2017	238.60	0.00	09/19/2017	Club Kid snack
205-520-515-5645 Concessions & food					
082117 Total:		238.60			
Sam's Club Total:		238.60			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Site One Landscape Supply					
SITEONE					
82138233	8/17/2017	323.12	0.00	09/19/2017	
101-420-511-5680	Landscaping supplies				Valve for irrigation system at Village Hall
	82138233 Total:	323.12			
82147103	8/17/2017	221.51	0.00	09/19/2017	
101-420-511-5680	Landscaping supplies				Diaphragm assembly
	82147103 Total:	221.51			
	Site One Landscape Supply	544.63			
Stride Awards					
STRIDE					
1370	8/28/2017	4,276.50	0.00	09/19/2017	
205-509-515-5730	Program supplies				Turkey Trot medals
	1370 Total:	4,276.50			
	Stride Awards Total:	4,276.50			
The First Signs of Fire					
THEFIRST					
S17.0469	8/24/2017	57.95	0.00	09/19/2017	
101-350-512-5665	Firefighting supplies				Decals for A45
	S17.0469 Total:	57.95			
	The First Signs of Fire Total:	57.95			
Tipton, Lisa					
TIPTON					
082917	8/29/2017	542.00	0.00	09/19/2017	
205-000-210-2430	Parks and Recs Control Deposi				Refund - Club Kid

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
082917 Total:		542.00			
Tipton, Lisa Total:		542.00			
Traffic Protectors					
TRAFFPRO					
41018	8/24/2017	5,745.75	0.00	09/19/2017	217-000-561-6100 Land acquisition & improveme
					Height restrictors for Trailhead parking lot
41018 Total:		5,745.75			
Traffic Protectors Total:		5,745.75			
U.S. FoodService, Inc.					
USFOODSE					
1560234	8/10/2017	2,055.13	0.00	09/19/2017	205-563-515-5645 Concessions & food
					Concession Stand food order
1560234 Total:		2,055.13			
1847576	8/18/2017	1,124.77	0.00	09/19/2017	205-563-515-5645 Concessions & food
					Concession Stand food order
1847576 Total:		1,124.77			
2264235	8/31/2017	184.75	0.00	09/19/2017	205-563-515-5645 Concessions & food
					Concession Stand food order
2264235 Total:		184.75			
U.S. FoodService, Inc. Tot		3,364.65			
United States Postal Service					
USPOSTAL					
PB082917	8/29/2017	2.51	0.00	09/19/2017	101-210-511-5720 Postage
					Pitney Bowes postage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
PB082917	8/29/2017	0.46	0.00	09/19/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB082917	8/29/2017	84.18	0.00	09/19/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB082917	8/29/2017	3.68	0.00	09/19/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB082917	8/29/2017	21.82	0.00	09/19/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB082917	8/29/2017	61.85	0.00	09/19/2017
205-500-515-5720 Postage				Pitney Bowes postage
PB082917	8/29/2017	1.38	0.00	09/19/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB082917	8/29/2017	71.72	0.00	09/19/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB082917	8/29/2017	452.64	0.00	09/19/2017
660-610-519-5720 Postage				Pitney Bowes postage
	PB082917 Total:	<u>700.24</u>		
	United States Postal Servic	<u>700.24</u>		
	Report Total:	<u><u>340,161.36</u></u>		

# Accounts Payable

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
CDW Government					
CDWGOV					
JXJ8221	8/24/2017	274.56	0.00	09/19/2017	
101-250-511-6530	Equipment - data processing				USB printer - Replacement for Fire Dept
JXJ8221 Total:		274.56			
CDW Government Total:		274.56			
Christopher Burke Engineering					
CHRISTB					
13829	8/31/2017	370.00	0.00	09/19/2017	
101-290-511-5922	Building Engineering Costs				Lincolnwood Place
13829 Total:		370.00			
138322	8/31/2017	2,238.50	0.00	09/19/2017	
660-620-519-5320	Consulting				Review water rate analysis
138322 Total:		2,238.50			
138323	8/31/2017	1,445.50	0.00	09/19/2017	
465-000-561-5340	Engineering				Lincoln Avenue medians observation
138323 Total:		1,445.50			
138324	8/31/2017	3,503.50	0.00	09/19/2017	
217-000-561-5340	Engineering				UP Parking lot ROW observation
138324 Total:		3,503.50			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
138325	8/31/2017	4,500.00	0.00	09/19/2017	
660-620-519-5399					Other professional services
138325	8/31/2017	4,500.00	0.00	09/19/2017	Village Engineering Retainer
101-290-511-5920					Administration Engineer Costs
					Village Engineering Retainer
	138325 Total:	9,000.00			
138326	8/31/2017	951.36	0.00	09/19/2017	
101-290-511-5922					Building Engineering Costs
					3401-3501 Northeast Pkwy
	138326 Total:	951.36			
138327	8/31/2017	1,822.61	0.00	09/19/2017	
101-290-511-5922					Building Engineering Costs
					Hyatt - 7250 N Cicero
	138327 Total:	1,822.61			
138328	8/31/2017	728.25	0.00	09/19/2017	
101-290-511-5922					Building Engineering Costs
					Stefani's Restaurant - 6755 Cicero
	138328 Total:	728.25			
	Christopher Burke Enginee	20,059.72			
Conrad Polygraph, Inc.					
CONRAD					
2631	8/1/2017	480.00	0.00	09/19/2017	
101-200-511-5599					Other contractual
					Polygraph services for Police Officer candidates
	2631 Total:	480.00			
	Conrad Polygraph, Inc. Tot	480.00			
Engelstein, Shirley					
ENGELSTE					
SE08-2017	8/31/2017	300.00	0.00	09/19/2017	
101-100-511-5270					Purchased program services
					Art Gallery invoice - August/September

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

SE08-2017 Total:		300.00		
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Engelstein, Shirley Total:		300.00		
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Eterno Attorney at Law, David  
ETERNO

11995	9/1/2017	37.50	0.00	09/19/2017
101-230-511-5399	Other professional services			Off site docket review 8/21/2017
11995	9/1/2017	600.00	0.00	09/19/2017
101-230-511-5399	Other professional services			On site hearings 8/22/17

11995 Total:		637.50		
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Eterno Attorney at Law, D		637.50		
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Evanston Funeral & Cremation  
EVANSFUN

121	8/1/2017	350.00	0.00	09/19/2017
101-300-512-5599	Other contractual			Death investigation/body removal

121 Total:		350.00		
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Evanston Funeral & Crema		350.00		
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JG Uniforms Inc  
JGUNIFOR

24501	8/22/2017	106.05	0.00	09/19/2017
101-300-512-5070	Uniform allowance			Uniform allowance

24501 Total:		106.05		
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JG Uniforms Inc Total:		106.05		
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Lowe's Business Acc/GECE

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
LOWES					
02279	7/17/2017	104.74	0.00	09/19/2017	
101-250-511-6530	Equipment - data processing				Supplies for monitor replacement/Police Dept
	02279 Total:	104.74			
	Lowe's Business Acc/GEC	104.74			
Lund Industries					
LUNDIND					
89090	8/29/2017	3,666.91	0.00	09/19/2017	
101-300-561-6580	Equipment - vehicles				Squad set up/Community Service Vehicle
	89090 Total:	3,666.91			
	Lund Industries Total:	3,666.91			
MGP, Inc.					
MGPINC					
3629	8/31/2017	909.14	0.00	09/19/2017	
101-250-511-5599	Other contractual				GIS Staffing - August
3629	8/31/2017	909.15	0.00	09/19/2017	
101-000-210-2650	Contractor Permits Payable				GIS Staffing - August
3629	8/31/2017	1,818.29	0.00	09/19/2017	
660-620-519-5599	Other contractual				GIS Staffing - August
	3629 Total:	3,636.58			
3857	8/31/2017	275.00	0.00	09/19/2017	
101-250-511-5599	Other contractual				GIS Staffing - August
	3857 Total:	275.00			
	MGP, Inc. Total:	3,911.58			

North East Multi-Regional Training  
NORTHEST

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
223760	8/30/2017	125.00	0.00	09/19/2017
101-300-512-5590 Training				Tactical Trauma and Shock training/PD
	223760 Total:	125.00		
	North East Multi-Regional	125.00		
North Suburban Employee Benefit NSEBENEF August,2017	9/6/2017	95,996.00	0.00	09/19/2017
102-000-210-2027 Health insurance premium with				Employee Health Insurance PPO - August,17
	August,2017 Total:	95,996.00		
	North Suburban Employee	95,996.00		
Nunez, Luis NUNEZL REIM082117LNM	8/21/2017	75.00	0.00	09/19/2017
101-300-512-5840 Meals				Reimburse Meals/Training
	REIM082117LNM Total:	75.00		
	Nunez, Luis Total:	75.00		
OMG National NATLIMP N1039942	8/24/2017	343.14	0.00	09/19/2017
101-300-512-5730 Program supplies				Police badge stickers for crime prevention
	N1039942 Total:	343.14		
	OMG National Total:	343.14		

Sam's Club

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
SAMSCL					
4566	8/30/2017	69.66	0.00	09/19/2017	
101-300-512-5730					Program supplies
					Water/disinfectant wipes
	4566 Total:	69.66			
	Sam's Club Total:	69.66			
TFA Signs					
TFASIGN					
13245	8/28/2017	250.00	0.00	09/19/2017	
101-420-511-5405					R&M - buildings
					Wayfinding signage
	13245 Total:	250.00			
	TFA Signs Total:	250.00			
Trans Union Corp					
TRANSU					
08700475	8/25/2017	60.00	0.00	09/19/2017	
101-300-512-5399					Other professional services
					Monthly subscription fee
	08700475 Total:	60.00			
	Trans Union Corp Total:	60.00			
TransUnion Risk and Alternative					
TRANSUN					
55681183117	8/31/2017	36.40	0.00	09/19/2017	
101-300-512-5399					Other professional services
					Online investigative database
	55681183117 Total:	36.40			
	TransUnion Risk and Alter	36.40			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Tyler Technologies					
TYLERTE					
030-10698	8/23/2017	5,760.00	0.00	09/19/2017	
215-000-512-5599	Other contractual				ESRI 10.2 New World upgrade
	030-10698 Total:	5,760.00			
	Tyler Technologies Total:	5,760.00			
Wells Fargo Vendor Fin Serv					
GECAPITA					
67439049	8/23/2017	232.43	0.00	09/19/2017	
660-610-519-5340	Maintenance Agreement Expen				Copier - PW
67439049	8/23/2017	269.95	0.00	09/19/2017	
205-500-515-5440	R&M - office equipment				Copier - Parks
67439049	8/23/2017	232.44	0.00	09/19/2017	
101-000-210-2650	Contractor Permits Payable				Copier - Fire
67439049	8/23/2017	697.36	0.00	09/19/2017	
101-210-511-5440	R&M - office equipment				Copier - Finance, PD
	67439049 Total:	1,432.18			
	Wells Fargo Vendor Fin Se	1,432.18			
Woodward Printing Services					
WOODWARD					
45521	9/1/2017	1,903.86	0.00	09/19/2017	
101-100-511-5565	Village Newsletter				Connections newsletter - Sept/Oct 2017
	45521 Total:	1,903.86			
	Woodward Printing Service	1,903.86			



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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10506473-00	8/24/2017	743.12	0.00	09/19/2017	
101-420-511-5405 R&M - buildings					Supplies for Village Hall new transformer
		<hr/>			
10506473-00 Total:		743.12			
10506473-01	8/24/2017	53.96	0.00	09/19/2017	
101-420-511-5405 R&M - buildings					Connector for Village Hall transformer
		<hr/>			
10506473-01 Total:		53.96			
		<hr/>			
Active Electrical Supply C		797.08			
Air One Equipment					
AIRONE					
125542	8/30/2017	1,522.00	0.00	09/19/2017	
101-350-512-5665 Firefighting supplies					Gloves
		<hr/>			
125542 Total:		1,522.00			
125544	8/30/2017	1,561.45	0.00	09/19/2017	
101-350-512-5665 Firefighting supplies					2 SCBA masks
		<hr/>			
125544 Total:		1,561.45			
		<hr/>			
Air One Equipment Total:		3,083.45			

Bell Fuels, Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
BELLFUEL					
260339	8/29/2017	418.90	0.00	09/19/2017	Fuel for generator
101-350-512-5670 Fuel					
	260339 Total:	418.90			
	Bell Fuels, Inc. Total:	418.90			
Bound Tree Medical, LLC					
BOUND					
82608274	8/29/2017	2,659.83	0.00	09/19/2017	CPR masks, endotracheal tube, suction unit
101-350-512-5660 EMS supplies					
	82608274 Total:	2,659.83			
82608275	8/29/2017	39.55	0.00	09/19/2017	Airway kit
101-350-512-5660 EMS supplies					
	82608275 Total:	39.55			
	Bound Tree Medical, LLC	2,699.38			
Canon Solutions America, Inc					
CANONSOL					
988905229	8/31/2017	341.96	0.00	09/19/2017	Maintenance for plotter - August
101-210-511-5440 R&M - office equipment					
	988905229 Total:	341.96			
988913450	9/2/2017	271.67	0.00	09/19/2017	Maintenance for copier - Sept
101-210-511-5440 R&M - office equipment					
	988913450 Total:	271.67			
	Canon Solutions America,	613.63			

Chicago Tribune

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
CHGOTRIB					
5132498	8/17/2017	85.89	0.00	09/19/2017	
101-120-511-5510 Advertising					Legal notice - 7250 N Cicero
	5132498 Total:	85.89			
	Chicago Tribune Total:	85.89			
City of Chicago Dept of Water					
CTYOFCHI					
430883-430883	9/8/2017	96,935.52	0.00	09/19/2017	
660-620-519-5790 Water purchases					Water - 7/13/17-8/10/17
	430883-430883 Total:	96,935.52			
430884-430884	9/8/2017	84,767.05	0.00	09/19/2017	
660-620-519-5790 Water purchases					Water - 7/13/17-8/10/17
	430884-430884 Total:	84,767.05			
	City of Chicago Dept of W	181,702.57			
Clark Baird Smith, LLP					
CLARKBAI					
8892	8/31/2017	1,106.25	0.00	09/19/2017	
101-230-511-5399 Other professional services					Legal services for personnel matters
	8892 Total:	1,106.25			
	Clark Baird Smith, LLP To	1,106.25			
Classic Design Awards					
CLASSICD					
171391	9/8/2017	122.40	0.00	09/19/2017	
101-100-511-5799 Other materials & supplies					Name plates for Board and commission members

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

171391 Total:	122.40			
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Classic Design Awards Tot	122.40			
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Communications Direct Inc

COMDIR

IN143180

9/1/2017

101.20

0.00

09/19/2017

101-350-512-5410 R&M - communications equipm

Antennas, knob

IN143180 Total:	101.20			
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Communications Direct Inc	101.20			
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Dircio, Lillian

DIRCLIL

9062017

9/6/2017

70.00

0.00

09/19/2017

205-530-515-5720 Postage

Day Camp entertainer payment

9062017 Total:	70.00			
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Dircio, Lillian Total:	70.00			
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Eagle Engraving

EAGLE

2017-2857

8/28/2017

32.80

0.00

09/19/2017

101-350-512-5665 Firefighting supplies

Passport tags

2017-2857 Total:	32.80			
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Eagle Engraving Total:	32.80			
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Emcor Services Team Mechanical Inc

EMCOR

930004913

8/29/2017

951.70

0.00

09/19/2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-560-515-5405 R&M - buildings					Pool Bath House air conditioner repair
930004913 Total:		951.70			
Emcor Services Team Mec		951.70			
Gewalt Hamilton Associates Inc GEWALT					
9232.408.12	8/25/2017	984.30	0.00	09/19/2017	UP path construction engineering
217-000-561-5340 Engineering					
9232.408.12 Total:		984.30			
9232.409-14	8/24/2017	422.83	0.00	09/19/2017	Valley Line Trail construction engineering
454-000-561-5399 Land Acquisition & Improve					
9232.409-14 Total:		422.83			
Gewalt Hamilton Associate		1,407.13			
Global Emergency Products Inc GLOBALEN					
AG58204	8/25/2017	41.70	0.00	09/19/2017	Switches for T15
101-350-512-5740 Repair parts					
AG58204 Total:		41.70			
AGJ12200	8/31/2017	530.68	0.00	09/19/2017	Repair work for T15
101-350-512-5480 R&M - vehicles					
AGJ12200 Total:		530.68			
Global Emergency Product		572.38			
Hedstrom, Heidi HEDSTROM					
17-8135	8/22/2017	155.00	0.00	09/19/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-400-511-5210	Animal control				Animal control services
	17-8135 Total:	155.00			
	Hedstrom, Heidi Total:	155.00			
Holiday Inn Chicago - North Shore					
HOLIDAY1					
2531858	9/5/2017	725.00	0.00	09/19/2017	Daddy Daughter Dance Deposit
	205-504-515-5645 Concessions & food				
	2531858 Total:	725.00			
	Holiday Inn Chicago - Nor	725.00			
Impact Networking, LLC					
IMPACT					
913222	9/7/2017	166.50	0.00	09/19/2017	Copier - PW
	660-610-519-5340 Maintenance Agreement Expen				
913222	9/7/2017	166.50	0.00	09/19/2017	Copier - Parks
	205-500-515-5440 R&M - office equipment				
913222	9/7/2017	166.50	0.00	09/19/2017	Copier - Fire
	101-000-210-2650 Contractor Permits Payable				
913222	9/7/2017	499.50	0.00	09/19/2017	Copier - Police, Finance
	101-210-511-5440 R&M - office equipment				
	913222 Total:	999.00			
	Impact Networking, LLC T	999.00			
Lowe's Business Acc/GECHF					
LOWES					
02932	9/5/2017	19.21	0.00	09/19/2017	Spray bottle & cleaning supplies
	205-430-515-5730 Program supplies				
	02932 Total:	19.21			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
02933	9/5/2017	33.10	0.00	09/19/2017	
205-430-515-5730					Program supplies
					Graffiti remover & wasp killer for Parks
	02933 Total:	33.10			
02998	9/6/2017	18.99	0.00	09/19/2017	
101-420-511-5745					Small Tools
					Wire crimper for PD
	02998 Total:	18.99			
1442	8/28/2017	7.58	0.00	09/19/2017	
205-560-515-5405					R&M - buildings
					Pool office outlet
	1442 Total:	7.58			
2996	8/24/2017	68.24	0.00	09/19/2017	
205-560-515-5730					Program supplies
					Pool cleaning supplies
	2996 Total:	68.24			
75653	9/1/2017	617.50	0.00	09/19/2017	
101-420-511-5405					R&M - buildings
					Refrigerator for PW
	75653 Total:	617.50			
	Lowe's Business Acc/GEC	764.62			
M.A.T.I.S Parts					
MATIS					
2291	8/31/2017	1,175.57	0.00	09/19/2017	
101-350-512-5740					Repair parts
					Antifreeze, air filters, valves, wiper motor
	2291 Total:	1,175.57			
	M.A.T.I.S Parts Total:	1,175.57			
Midwest Air Pro					
MIDWESTA					
13069	8/16/2017	2,350.00	0.00	09/19/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-350-512-5499 R&M - other					Repairs to vehicle exhaust system
	13069 Total:	2,350.00			
	Midwest Air Pro Total:	2,350.00			
Nettle Creek Nursery					
NETTLE					
2	9/7/2017	44,317.86	0.00	09/19/2017	
	220-000-561-6310 Land Acq and Improvmt				Lincoln Ave Median project pay request #2
2	9/7/2017	-4,432.70	0.00	09/19/2017	
	220-000-561-6310 Land Acq and Improvmt				Less: Retainage
2	9/7/2017	132,953.56	0.00	09/19/2017	
	465-000-561-6310 Land Acquisition				Lincoln Ave Median project pay request #2
2	9/7/2017	-13,298.06	0.00	09/19/2017	
	465-000-561-6310 Land Acquisition				Less: 10% retainage
	2 Total:	159,540.66			
	Nettle Creek Nursery Total	159,540.66			
Nu Toys Leisure Products					
NUTOYS					
46588	8/28/2017	134.00	0.00	09/19/2017	
	205-430-515-5470 R&M - Recreation equipment				Playground equipment - swing clamps
	46588 Total:	134.00			
	Nu Toys Leisure Products T	134.00			
Pioneer Press					
PIONEERP					
167784955	8/31/2017	32.24	0.00	09/19/2017	
	101-350-512-5620 Books & publications				Subscription
	167784955 Total:	32.24			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Pioneer Press Total:		32.24			
Quinlan Security Systems					
QUINLANS					
12613	8/11/2017	207.00	0.00	09/19/2017	Fix cams at Pump House
660-620-519-5320 Consulting					
12613 Total:		207.00			
Quinlan Security Systems T		207.00			
Rainbow Farm					
RAINBOWF					
35215	9/5/2017	975.00	0.00	09/19/2017	Woodchips removal
101-440-513-5599 Other Contractual					
35215 Total:		975.00			
Rainbow Farm Total:		975.00			
RCN Telecom Services of Illinois, LLC					
RCNTEL					
843800-01	9/1/2017	1,131.00	0.00	09/19/2017	Fiber for 911 connection w/Skokie
215-000-512-5580 Telephone					
843800-01 Total:		1,131.00			
843825-01	9/1/2017	1,131.00	0.00	09/19/2017	Fiber for 911 connection w/Skokie
215-000-512-5580 Telephone					
843825-01 Total:		1,131.00			
RCN Telecom Services of I		2,262.00			

State Industrial Products

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
STATE					
900165076	9/6/2017	680.99	0.00	09/19/2017	
101-350-512-5799	Other materials & supplies				Truck wash, oven cleaner, stainless steel cleaner
	900165076 Total:	680.99			
	State Industrial Products To	680.99			
T.P.I. Building Code Consultants, Inc.					
TPI					
201708	8/31/2017	8,206.00	0.00	09/19/2017	
101-240-517-5399	Other professional services				Plan Review - August
201708	8/31/2017	7,254.00	0.00	09/19/2017	
101-240-517-5399	Other professional services				In House - August
201708	8/31/2017	2,340.00	0.00	09/19/2017	
101-240-517-5399	Other professional services				The Carrington - August
	201708 Total:	17,800.00			
	T.P.I. Building Code Cons	17,800.00			
The Peace School					
THEPEACE					
793	9/6/2017	882.00	0.00	09/19/2017	
205-503-515-5270	Purchased program services				Peace yoga summer session
	793 Total:	882.00			
	The Peace School Total:	882.00			
Thompson Elevator Inspection Service, Inc.					
THOMPSON					
17-2549	8/2/2017	1,026.00	0.00	09/19/2017	
101-240-517-5399	Other professional services				27 semi annual elevator inspections
	17-2549 Total:	1,026.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
17-2593	8/8/2017	570.00	0.00	09/19/2017
101-240-517-5399	Other professional services			15 semi annual inspections
	17-2593 Total:	570.00		
17-2641	8/15/2017	100.00	0.00	09/19/2017
101-240-517-5399	Other professional services			1 elevator plan review
	17-2641 Total:	100.00		
17-2704	8/17/2017	266.00	0.00	09/19/2017
101-240-517-5399	Other professional services			7 semi annual elevator inspections
	17-2704 Total:	266.00		
	Thompson Elevator Inspec	1,962.00		
Verizon Wireless				
VERIZON				
9791404727	8/21/2017	607.74	0.00	09/19/2017
101-210-511-5580	Telephone			Verizon phone charges
9791404727	8/21/2017	29.48	0.00	09/19/2017
205-508-515-5580	Telephone			Verizon phone charges
9791404727	8/21/2017	5.63	0.00	09/19/2017
205-520-515-5580	Telephone			Verizon phone charges
9791404727	8/21/2017	31.45	0.00	09/19/2017
205-530-515-5580	Telephone			Verizon phone charges
9791404727	8/21/2017	28.55	0.00	09/19/2017
205-560-515-5580	Telephone			Verizon phone charges
9791404727	8/21/2017	1.15	0.00	09/19/2017
205-550-515-5270	Purchased program services			Verizon phone charges
9791404727	8/21/2017	26.22	0.00	09/19/2017
101-000-210-2650	Contractor Permits Payable			Verizon phone charges
9791404727	8/21/2017	71.02	0.00	09/19/2017
660-610-519-5580	Telephone			Verizon phone charges
	9791404727 Total:	801.24		
9791874842	9/1/2017	90.10	0.00	09/19/2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-000-210-2650 Contractor Permits Payable					Machine to Machine 150 MB
	9791874842 Total:	90.10			
	Verizon Wireless Total:	891.34			
Warehouse Direct WAREHOUS 3594756-0	8/23/2017	401.33	0.00	09/19/2017	Office supplies
101-210-511-5700 Office supplies					
	3594756-0 Total:	401.33			
3597420-0	8/25/2017	137.10	0.00	09/19/2017	Office supplies
101-400-511-5700 Office supplies					
	3597420-0 Total:	137.10			
3606441-0	9/1/2017	66.33	0.00	09/19/2017	Office supplies
101-350-512-5700 Office supplies					
	3606441-0 Total:	66.33			
3606453-0	9/1/2017	258.49	0.00	09/19/2017	Office supplies
101-210-511-5700 Office supplies					
	3606453-0 Total:	258.49			
	Warehouse Direct Total:	863.25			
	Report Total:	386,164.43			

# VICTOR S. STOJANOFF

## BIOGRAPHY

Resident of Lincolnwood since 1991.

Licensed General Contractor for over 20 years in the Village of Lincolnwood, City of Chicago and Village of Skokie.

Owner and operator of Birchwood Snow Plowing, LLC and Victor Stojanoff Remodeling, having worked with various companies in the Village as well as residents.

Raised two sons in Lincolnwood. Both attended Lincolnwood schools and Niles West High School.

Board member and coach of the Lincolnwood Baseball Association. Donated time and materials to install batting cages at Proesel Park.

I am an invested resident of Lincolnwood, and It would be my pleasure to serve on the Committee.

# Request For Board Action

**REFERRED TO BOARD:** September 19, 2017

**AGENDA ITEM NO:** 1

**ORIGINATING DEPARTMENT:** Police

**SUBJECT:** Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance to Amend Section 7-2-12 of the Municipal Code Pertaining to Restricting Parking on the West Side of Lincoln Avenue from the North Curb Line of Springfield Avenue to a Point 75 Feet North of the North Curb Line of Springfield Avenue; and from the North Curb Line of Albion Avenue to a Point 163 Feet North of the North Curb Line of Albion Avenue

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On August 31, 2017, the Traffic Commission considered a request to review the line-of-sight at streets intersecting Lincoln Avenue.

The Chief of Police presented an overview of the topic and stated that eliminating three parking spaces on Lincoln Avenue at Springfield Avenue and Albion Avenue will improve the line-of-sight for the motoring public and pedestrians. Specifically, restricting parking on the west side of Lincoln Avenue from the north curb line of Springfield Avenue to a point 75 feet north of the north curb line of Springfield Avenue; and from the north curb line of Albion Avenue to a point 164 feet north of the north curb line of Albion Avenue will improve the line-of-sight.

The Police Department posted "Temporary No Parking" signs for more than 60 days prior to the meeting to observe any impact on traffic and parking and there was none. The Chief of Police, Village Engineer and Public Works Director all recommended restricting parking on the west side of Lincoln Avenue north of Springfield Avenue and north of Albion Avenue.

Following a review and discussion, Commissioner Bonner made a motion to recommend the parking restriction, as presented. Commissioner Costantino seconded. The motion was unanimously approved.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Excerpt from the August 31, 2017 Draft Traffic Commission Meeting Minutes
3. August 31, 2017 Traffic Commission PowerPoint Presentation
4. GIS Map Showing Proposed Restricted Area

**RECOMMENDED MOTION:**

**Move to approve** a recommendation by the Traffic Commission to adopt an Ordinance to amend Section 7-2- 12 of the Municipal Code pertaining to restricting parking on the west side of Lincoln Avenue from the north curb line of Springfield Avenue to a point 75 feet north of the north curb line of Springfield Avenue, and on the west side of Lincoln Avenue from the north curb line of Albion Avenue to a point 163 feet north of the north curb line of Albion Avenue.

**VILLAGE OF LINCOLNWOOD**

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

**AN ORDINANCE AMENDING SECTION 7-2-12  
(PROHIBITED PARKING)  
OF THE MUNICIPAL CODE OF LINCOLNWOOD**

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 AMENDING SECTION 7-2-12  
(PROHIBITED PARKING)  
OF THE MUNICIPAL CODE OF LINCOLNWOOD

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, pursuant to Section 7-2-12 of the Municipal Code of Lincolnwood, as amended ("*Village Code*"), vehicular parking is prohibited on certain designated streets within the Village; and

WHEREAS, the Village President and the Board of Trustees desire to amend Section 7-2-12 of the Village Code to prohibit vehicular parking at all times on the west side of Lincoln Avenue: (i) for a distance of 163 feet northwest of the north curb line of Albion Avenue; and (ii) for a distance of 75 feet northwest of the northwest curblines of Springfield Avenue; and

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

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

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

SECTION 2. AMENDMENT OF VILLAGE CODE. Section 7-2-12 of the Village Code is hereby amended further to add the following entry:

"7-2-12: PROHIBITED PARKING: It shall be unlawful to stop, stand or park a motor vehicle at any time on the following designated streets, or portions thereof, within the corporate limits of the municipality:

<u>Street</u>	<u>Side</u>	<u>Location</u>
<u>Lincoln Avenue</u>	<u>West</u>	<u>For a distance of 163 feet northwest of the north curb line of Albion Avenue</u>
<u>Lincoln Avenue</u>	<u>West</u>	<u>For a distance of 75 feet northwest of the northwest curblines of _____ Springfield</u>

Avenue."

SECTION 3. ERECTION OF SIGNS. Pursuant to 7-2-21(B) of the Village Code, the Village Department of Public Works is hereby directed and authorized to install appropriate signs that regulate traffic and parking in accordance with the amendments set forth in Section 2 of this Ordinance.

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

SECTION 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.

\_\_\_\_\_  
Barry I. Bass, President  
Village of Lincolnwood, Cook County, Illinois

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

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

#53609031\_v1

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

### **Excerpt from Draft August 31, 2017 Traffic Commission Minutes**

Chief LaMantia reported a Village Trustee requested the Traffic Commission review the line-of-sight at streets intersecting Lincoln Avenue.

Chief of Police Robert LaMantia presented an overview of the topic and stated that eliminating three parking spaces on Lincoln Avenue at Springfield Avenue and Albion Avenue will improve the line-of-sight for the motoring public and pedestrians. Specifically, restricting parking on the west side of Lincoln Avenue from the north curb line of Springfield Avenue to a point 75 feet north of the north curb line of Springfield Avenue; and from the north curb line of Albion Avenue to a point 163 feet north of the north curb line of Albion Avenue will improve the line-of-sight.

The Police Department posted "Temporary No Parking" signs for more than 60 days prior to the meeting to observe any impact on traffic and parking and there was none. The Chief of Police, Village Engineer and Public Works Director recommended restricting parking on the west side of Lincoln Avenue north of Springfield Avenue and north of Albion Avenue.

Following a review and discussion, Commissioner Bonner made a motion to recommend the parking restriction, as presented. Commissioner Costantino seconded. The motion was unanimously approved.

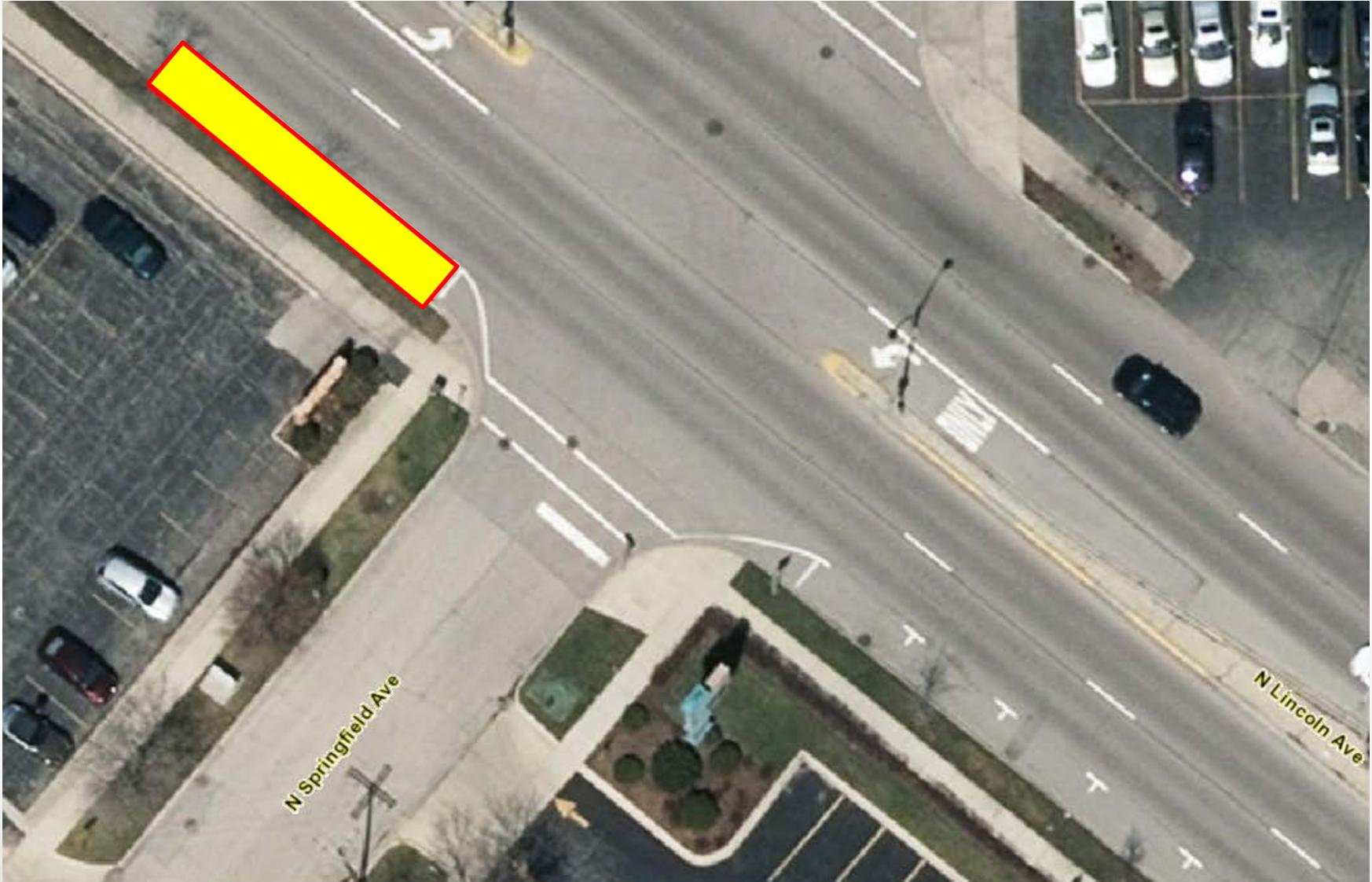
# Traffic Commission Meeting



August 31, 2017

Lincoln and Albion  
Lincoln and Springfield  
Line-of-Sight

# Lincoln and Springfield – Line-of-Sight



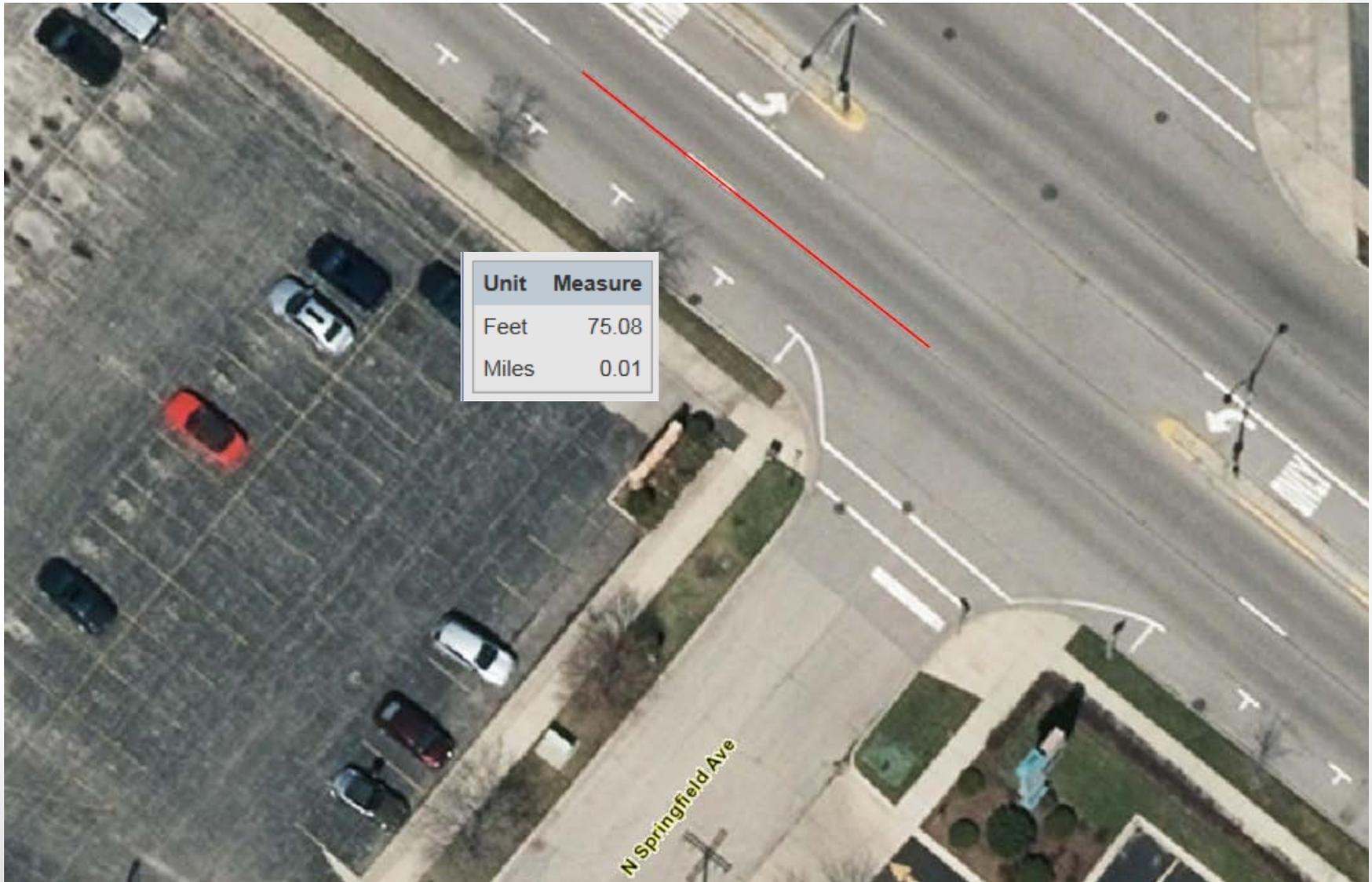
# Lincoln and Albion – Line-of-Sight



# Lincoln and Albion – Line-of-Sight



# Lincoln and Springfield – Line-of-Sight



Unit	Measure
Feet	75.08
Miles	0.01

# Request For Board Action

**REFERRED TO BOARD:** September 19, 2017

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Police

**SUBJECT:** Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance to Amend Section 7-2-16 of the Municipal Code Concerning Parking Restrictions in Village-Owned Parking Lots

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

On August 31, 2017, the Traffic Commission considered a request by the Director of Public Works to prohibit commercial vehicle parking and restrict passenger vehicle parking to 12 hours in the Union Pacific Trailhead Parking Lot.

Staff presented an overview of the topic and stated that prohibiting commercial and recreational vehicle parking and restricting passenger vehicle parking in the Union Pacific Trailhead parking lot will prevent long term storage of vehicles, ensure appropriate turn-over in parking for users of the bike trail, and allow people employed in the Manufacturing District the opportunity to park while working.

Following a review and discussion, Commissioner Costantino made a motion to recommend the parking restriction, as presented. Commissioner Bonner seconded. The motion was unanimously approved.

## **FINANCIAL IMPACT:**

None

## **DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Memorandum from Director of Public Works Andrew Letson Dated August 31, 2017
3. Excerpt from the August 31, 2017 Draft Traffic Commission Meeting Minutes
4. Excerpt from the August 31, 2017 Traffic Commission PowerPoint Presentation
5. Approved March 10, 2016 Traffic Commission Minutes

## **RECOMMENDED MOTION:**

**Move to approve** a recommendation by the Traffic Commission to adopt an Ordinance to amend Section 7-2-16 of the Municipal Code concerning prohibiting commercial vehicle parking and restricting passenger vehicle parking to 12 hours in the Union Pacific Trailhead Parking Lot.

**VILLAGE OF LINCOLNWOOD**

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

**AN ORDINANCE AMENDING SECTION 7-2-16  
OF THE MUNICIPAL CODE OF LINCOLNWOOD  
CONCERNING PARKING RESTRICTIONS IN VILLAGE-OWNED PARKING LOTS**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_\_ DAY OF SEPTEMBER, 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 AMENDING SECTION 7-2-16  
OF THE MUNICIPAL CODE OF LINCOLNWOOD  
CONCERNING PARKING RESTRICTIONS IN VILLAGE-OWNED PARKING LOTS**

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, pursuant to Section 7-2-16 of the Municipal Code of Lincolnwood, as amended ("*Village Code*"), vehicular parking is restricted in certain Village-owned parking lots; and

WHEREAS, the Village is the owner of that certain parking lot located on the former Union Pacific right-of-way between Lunt Avenue and Morse Avenue ("*Trailhead Parking Lot*"); and

WHEREAS, the Village President and Board of Trustees desire to amend Section 7-2-16 of the Village Code to restrict parking in the Trailhead Parking Lot to a maximum of 12 hours, and to prohibit commercial vehicle parking in the Trailhead Parking Lot at all times; and

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

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

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

SECTION 2. RESTRICTED PARKING IN MUNICIPAL PARKING LOTS. Section 7-2-16 of the Village Code is hereby amended further to read as follows:

"7-2-16: RESTRICTED PARKING IN MUNICIPAL PARKING LOTS:

\* \* \*

**(E) Within the municipal parking lot located on the former Union Pacific right-of-way between Lunt Avenue and Morse Avenue, it shall be unlawful:**

**(1) For any commercial vehicle (as defined in the Illinois Vehicle Code) to park in the lot at any time; and**

**(2) For any vehicle to park in the lot for a period exceeding 12 consecutive hours.”**

SECTION 3. ERECTION OF SIGNS. Pursuant to Section 7-2-21(B) of the Village Code, the Village Department of Public Works is hereby directed and authorized to install appropriate signs that regulate traffic and parking in accordance with the amendments set forth in Section 2 of this Ordinance.

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Barry I. Bass, President  
Village of Lincolnwood, Cook County, Illinois

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

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

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



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# MEMORANDUM

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**TO:** Traffic Commission

**FROM:** Andrew Letson, Director of Public Works

**DATE:** August 31, 2017

**SUBJECT:** Trailhead Parking Lot – Parking Restriction

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## **Background**

On March 10, 2016, the Traffic Commission reviewed a proposed public parking lot on the former Union Pacific right-of-way that was to be constructed between Morse and Lunt Avenues. During the discussion, several issues were raised including a concern with the parking lot being used for vehicle storage. The Commission suggested that parking be limited to a maximum of 12 hours to reduce the possibility of the lot being used for storage.

The parking lot is nearing completion and in order to implement a restriction, a recommendation needs to be made by the Traffic Commission and an Ordinance considered by the Village Board.

## **Recommendation**

Staff is recommending that parking in the Trailhead Parking Lot be restricted to a maximum of 12 hours.

## **Attachments**

- March 10, 2016 Traffic Commission Minutes
- Aerial Map
- Photos of the Area

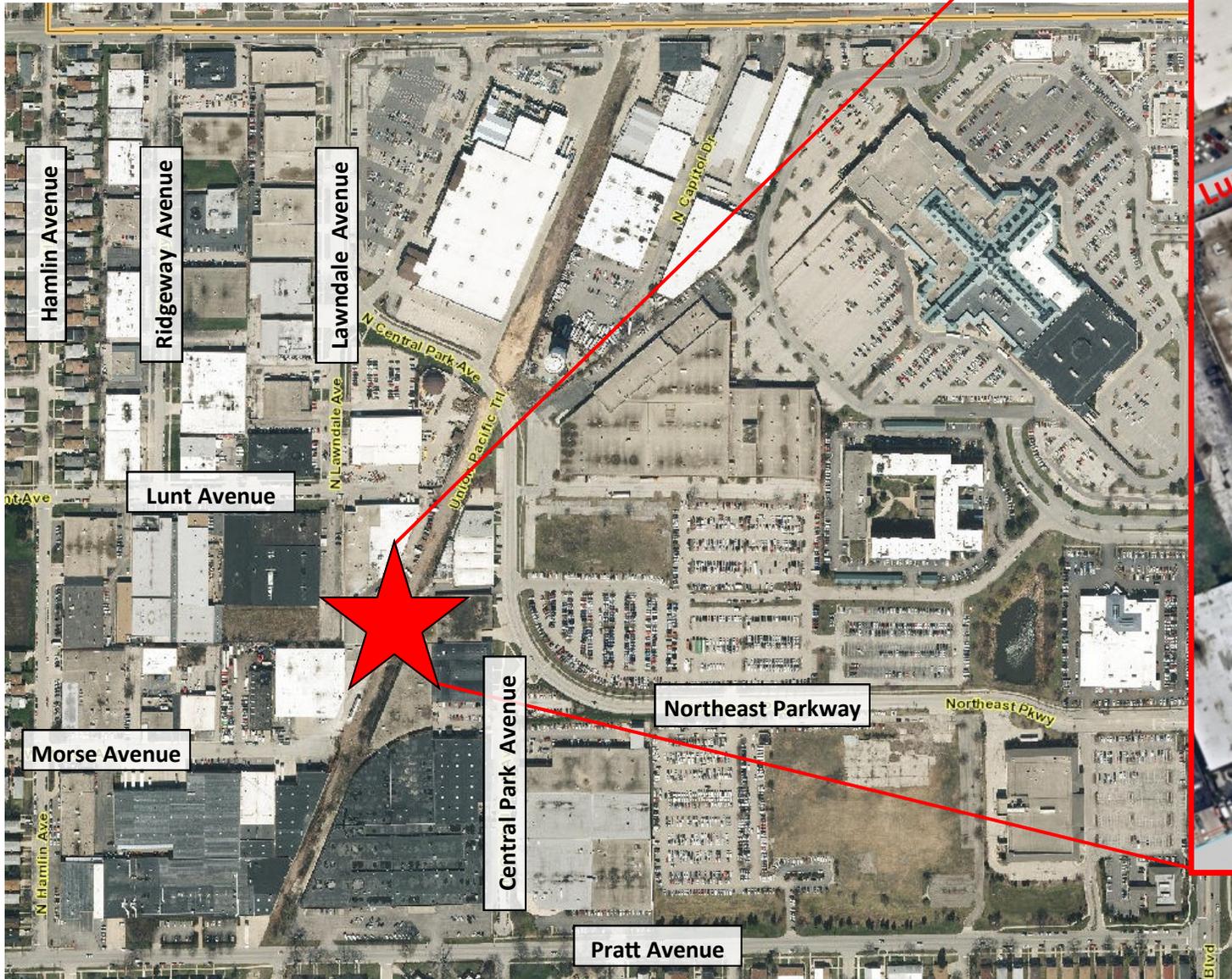
### Excerpt from Draft August 31, 2017 Traffic Commission Meeting Minutes

Director of Public Works Andrew Letson requested the Traffic Commission consider recommending the Village Board prohibit commercial vehicle parking and restrict passenger vehicle parking to 12 hours in the Union Pacific Trailhead Parking Lot.

Director Letson stated prohibiting commercial vehicle parking and restricting passenger vehicle parking in the Union Pacific Trailhead parking lot will prevent long term storage of vehicles, ensure appropriate turn-over in parking for users of the bike trail, and at the same time allow people employed in the Manufacturing District the opportunity to park while working.

Following a review and discussion, Commissioner Costantino made a motion to recommend the parking restriction, as presented. Commissioner Bonner seconded. The motion was unanimously approved.

# NEW Trailhead Parking Lot





Entrance at Lunt Ave



Facing west, toward Lunt Ave



Facing east, toward Central Park Ave



Facing west from Central Park Ave



Facing South



Facing South



Facing west, toward Morse Ave



Entrance at Morse



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

**Regular Meeting Minutes**

March 10, 2016

Village Hall Council Chambers

6900 North Lincoln Avenue

Lincolnwood, IL 60712

1. Call to Order

Chairman Gelfund called the meeting to order at 7:02 p.m.

2. Pledge to the Flag

Chairman Gelfund led the Pledge to the Flag.

3. Roll-call

Present: Commissioners Antonio Costantino, Donald Gelfund, Georjean Nickell, Claude Petit, Scott Troiani and Village Engineer James Amelio, Public Works Director Ashley Engelmann, Chief of Police Robert LaMantia, Assistant to the Public Works Director Andrew Letson, and Trustee Barry Bass

Excused: Commissioners Mark Bonner and James Lee

4. Report by Chair

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

5. Approval of Minutes

Commissioner Troiani moved to approve the minutes of January 28, 2016. Commissioner Costantino seconded. The motion was unanimously approved.

6. Unfinished Business

None

**7. New Business**

**The Commission considered a recommendation regarding the design of a new Trailhead Parking Lot.**

Staff sent approximately 100 letters to residential and commercial properties near the area. One resident attended the meeting and no business owners attended.

Staff presented two options.

Option 1 has a one-way entrance southbound from Lunt Ave., includes 99 parking spaces and five handicapped parking spaces.

Option 2 has a two-way drive, 116 parking spaces and five handicapped parking spaces.

### Option 3

The Commission discussed the possibility of introducing a third concept layout which would provide access to the parking lot from both the east and west side. This concept was suggested as a way to provide easy access for businesses from both the east and west side of the area and to maximize the potential use of the proposed parking lot.

The following additional points were discussed:

- a. hours of operation; i.e., limiting parking to 12 hours maximum to reduce the possibility of the lot being used for storage
- b. including lighting and security within the lot
- c. cut-through traffic in the event that ingress/egress is provided from both the east and west side of the lot
- d. inclusion of a height restriction for the parking lot to reduce truck parking
- e. ensuring that truck delivery traffic for the businesses adjacent to the lot are maintained
- f. a consensus that moving traffic away from Hamlin and Lunt Avenues onto Central Park Avenue would be preferable
- g. A resident who resides on Hamlin Avenue commented on the congestion of the on-street parking along Hamlin and Lunt Avenues. She was in favor of access from Central Park Avenue in an effort to relocate traffic. In general, she noted that she supported any effort to provide additional parking to the area.
- h. Commissioner Nickell made a motion was made to recommend The Village Board consider the parking lot layout which provides ingress and egress from Central Park Avenue, but asked staff to review the feasibility of adding an additional concept which would provide access from both the east and west side of the lot. Commissioner Troiani seconded. The motion was unanimously approved.

8. Public Forum

None

9. Report by Staff

None

10. Good of the Order

None

11. Adjournment

Commissioner Petit moved to adjourn the meeting at 8:36 p.m. Commissioner Troiani seconded. The motion was unanimously approved.

Respectfully submitted,

*Robert LaMantia*

Robert LaMantia  
Chief of Police

# Request For Board Action

**REFERRED TO BOARD:** September 19, 2017

**AGENDA ITEM NO:** 3

**ORIGINATING DEPARTMENT:** Fire Department

**SUBJECT:** Approval of an Ordinance Amending Section 14-7-3 of the Municipal Code Regarding The Village's Life Safety Code

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

Since the inception of the Fire Department in 1990, staff has been committed to reducing the risk of fire through realistic and cost-conscious fire sprinkler codes for Lincolnwood. These efforts are possible through improving building and life safety codes and Village Ordinances. Staff from the Fire and Building Departments offered four ordinances in 2006/2007 to adopt the ICC Building Code set and specific National Fire Protection Association (NFPA) Fire Codes.

These code changes were successful as the 2006 NFPA Code required residential sprinklers in new homes or homes that have gone through rehabilitation involving over 50% of the aggregate building area. To date, the Department has approved 111 homes with another 14 homes in the process. In subsequent years the Fire Department continued to strengthen the fire and building codes.

In 2013, the Department requested changes to the building and fire codes. Since that time there have been two Committee of the Whole (COTW) Meetings and three Committee of Ordinances, Rules & Building (CORB) Meetings to discuss these changes. At the last COTW Meeting on August 29, 2017; staff presented the summation of this process and asked the Board for direction. The Board provided the following recommendations:

- Develop an ordinance that requires residential additions greater than 50% size of the original structure to be sprinklered in its entirety in accordance with the adopted codes applicable to new construction for the occupancy.
- In the codes that govern building rehabilitation work, remove any of the requirements that are specific to "Repair" and "Renovation" in relation to requiring a residential fire sprinkler system.
- Develop an ordinance that requires a residential sprinkler system if a building or any story of building with modification, or reconstruction involves 50% or more of aggregate wall and ceiling finishes (plaster, plaster board, gypsum board, suspended ceiling systems) is being removed down to the framing.

Staff researched the Codes and determined changes to the Life Safety Code (NFPA101) under Chapter 43 dealing with Building Rehabilitation would be needed. The suggested changes include:

**43.2.2.4 Rehabilitation Work Area.** That portion of a building affected by any ~~renovation~~, modification, or reconstruction work as initially intended by the owner, and indicated as such in the permit, but excluding other portions of the building where incidental work entailed by the intended work must be performed, and excluding portions of the building where work not initially intended by the owner is specifically required.

#### **43.6.4 Extinguishing Systems**

**43.6.4.1** In a building with rehabilitation work areas involving modification, or reconstruction of over 50% of the aggregate building area, and/or when 50% or more of aggregate wall and ceiling finishes (plaster, plaster board, gypsum board, suspended ceiling systems, etc.) is being removed down to the framing automatic sprinkler systems shall be provided on the highest floor containing a rehabilitation work area and on all floors below in accordance with the requirements of other sections of this Code applicable to new construction for the occupancy.

**43.6.4.2** On any story with rehabilitation work areas involving modification, or reconstruction of over 50% of the area of the story, and/or when 50% or more of aggregate wall and ceiling finishes (plaster, plaster board, gypsum board, suspended ceiling systems, etc.) is being removed down to the framing, a sprinkler system shall be provided throughout the story in accordance with the requirements of other sections of this Code applicable to new construction for the occupancy.

#### **43.8 Additions**

##### **43.8.1. General Requirements**

**43.8.1.1** Where an addition, as defined in 43.2.2.1.7, is made to a building, ~~both of~~ the following criteria shall be met:

~~(1) — The addition shall comply with other sections of this Code applicable to new construction for the ——— occupancy.~~

~~(2) — The existing portion of the building shall comply with the requirements of this Code applicable ——— to existing buildings for the occupancy~~

(1) Whenever a residential dwelling undergoes construction resulting in an addition that is 50% or greater than the size of the original structure, the entire structure shall be subject to the fire protection requirements in accordance with the adopted codes applicable to new construction for the occupancy.

**43.8.1.3** Any ~~repair, renovation, alteration,~~ modification or reconstruction work within an existing building to which an addition is being made shall comply with the requirements of Section ~~43.3, 43.4,~~ 43.5, and 43.6.

These proposed changes will meet the intent of the CORB Committee and simplify the process by not including any language of “repair” or “renovation” as criteria for requiring a fire sprinkler system.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Fire Department Memorandum for COTW dated August 29, 2017

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance amending Section 14-7-3 of the Municipal Code regarding the Village's Life Safety Code.

**VILLAGE OF LINCOLNWOOD**

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

**AN ORDINANCE AMENDING SECTION 14-7-3 OF  
THE MUNICIPAL CODE OF LINCOLNWOOD  
REGARDING THE VILLAGE'S LIFE SAFETY CODE**

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

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Village Clerk

**VILLAGE OF LINCOLNWOOD**

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

**AN ORDINANCE AMENDING SECTION 14-7-3 OF  
THE MUNICIPAL CODE OF LINCOLNWOOD  
REGARDING THE VILLAGE'S LIFE SAFETY CODE**

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

WHEREAS, Sections 14-7-2 and 14-7-3 of the Village Code adopt by reference, with various modifications, the 2012 edition of the National Fire Protection Association Life Safety Code ("*Life Safety Code*"); and

WHEREAS, the President and Board of Trustees desire to amend Section 14-7-3 of the Village Code to update the Village's local modifications to the Life Safety Code; and

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

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

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

SECTION 2. EXCEPTIONS, INSERTIONS AND ADDITIONS. Section 14-7-3 of the Village Code is hereby amended further to read as follows:

"14-7-3: EXCEPTIONS, INSERTIONS AND ADDITIONS.

The following items are the additions, insertion, and changes to the Life Safety Code:

Life Safety Code

Section                      Change

Section 24.3.4.4      Insert: "Carbon monoxide detectors. All single-family residential dwellings constructed after January 1, 2007, shall be equipped with carbon monoxide detectors on each level of the dwelling unit, including basement. This provision shall

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

also apply to existing single-family dwellings which are being equipped with a new oil or gas combustible furnaces, or if remodeling costs exceed \$10,000. All approved carbon monoxide detectors herein required shall comply with all federal, state and local standards for such devices. Carbon monoxide detectors shall bear the label of a nationally recognized standards testing laboratory, which indicates that each such detector has been tested and listed as a single carbon monoxide detector."

Section 43.2.2.4 Amend to read as follows: That portion of a building affected by any ~~renovation~~, modification, or reconstruction work as initially intended by the owner, and indicated as such in the permit, but excluding other portions of the building where incidental work entailed by the intended work must be performed, and excluding portions of the building where work not initially intended by the owner is specifically required.

Section 43.6.4.1 Amend to read as follows: In a building with rehabilitation work areas involving modification, or reconstruction of over 50 percent of the aggregate building area, and/or when 50% or more of the aggregate wall and ceiling finishes (plaster, plaster board, gypsum board, suspended ceiling systems, etc.) is being removed down to the framing, automatic sprinkler systems shall be provided on the highest floor containing a rehabilitation work area and on all floors below in accordance with the requirements of other sections of this Code applicable to new construction for the occupancy.

Section 43.6.4.2 Amend to read as follows: On any story with rehabilitation work areas involving modification, or reconstruction of over 50 percent of the area of the story, and/or when 50% or more of aggregate wall and ceiling finishes (plaster, plaster board, gypsum board, suspended ceiling systems, etc.) is being removed down to the framing, a sprinkler system shall be provided throughout the story in accordance with the requirements of other sections of this Code applicable to new construction for the occupancy.

Section 43.8.1.1 Amend to read as follows: Where an addition, as defined in 43.2.2.1.7, is made to a building, ~~both of the following criteria~~ criteria shall be met:

(1) ~~The addition shall comply with other sections~~

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

~~of this Code applicable to new construction for the occupancy.~~

~~(2) The existing portion of the building shall comply with the requirements of this Code applicable to existing buildings for the occupancy.~~

**Whenever a residential dwelling undergoes construction resulting in an addition that is 50% or greater than the size of the original structure, the entire structure shall be subject to the fire protection requirements in accordance with the adopted codes applicable to new construction for the occupancy.**

Section 43.8.1.3 Amend to read as follows: Any ~~repair, renovation, alteration,~~ **modification** or reconstruction work within an existing building to which an addition is being made shall comply with the requirements of ~~Section 43.3, 43.4,~~ **Sections** 43.5; and 43.6.”

SECTION 3. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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

[SIGNATURE PAGE FOLLOWS]

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

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

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

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

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

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

\_\_\_\_\_  
Barry I. Bass, President  
Village of Lincolnwood, Cook County, Illinois

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

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

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



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## MEMORANDUM

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**TO:** Timothy Wiberg, Village Manager  
Ashley Engelmann, Assistant Village Manager

**FROM:** Mike Hansen, Fire Chief  
Clyde Heineman, Battalion Chief

**DATE:** August 29, 2017

**SUBJECT:** Fire Sprinkler Requirements

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**Background:** Since the beginning of the Lincolnwood Fire Department in January 1990, staff has been updating the Village Code pertaining to fire and life safety. Since the National Fire Protection Association (NFPA) first required residential sprinklers in 2006 edition, the Department has approved 110 homes with completed fire sprinkler systems. There are another 14 homes that are in the process for final inspection. These 124 homes are a combination of newly constructed residences and homes that have gone through rehabilitation involving over 50 percent of the aggregate building area.

Currently, the Village has adopted the 2012 version of the Life Safety Code (NFPA 101) and the 2009 International Residential Code (IRC) including Appendix P for Sizing of Water Supply System as well as the International Building Code (IBC) and the International Fire Code (IFC). All of these codes are "silent" on the issue of sprinkler systems in building additions to residential property. Our concern is that many of the additions to residences have increased the aggregate living space by more than 50 to 100 percent and should be considered prime candidates for a fire sprinkler system.

Lincolnwood is a unique Village that has spent most of its history without having a dedicated full-time or part-time fire department personnel to solely protect the community and businesses. Our building codes called for masonry construction for the exterior building materials in an effort to minimize the effects of fires from spreading from one structure to another. Another fire concern to Lincolnwood is the fact that Lincolnwood has very small side yard setbacks between residences. These small setbacks provide a fire risk if the adjoining

structure is on fire. Residents also have the perception that by utilizing masonry constructed homes will protect their property from fire if the neighbor's home catches fire.

The single most hazard that has had the most influence on fighting residential fires in the last 40 years is the material use of polyurethane foam filled materials and plastics. These plastics make up most of the materials that are found in carpeting, furniture and their coverings, and electronics toys. The sheer volumes of these plastics in the households lead to fires that burn quicker and the temperatures of the fires are much higher.

The use of lightweight materials such as engineered floor systems, along with open construction designs can create more dangerous conditions faster and fail sooner compared to older dimensional lumber systems. For all of these reasons, the Fire Department has committed its efforts to reducing the risk of fire through realistic and cost-conscious fire sprinkler codes for Lincolnwood.

One of staff's first attempts to modernize Lincolnwood's fire and building codes was to partner the Building Departments. By joining our efforts, staffs of both departments present changes in the building and fire codes with one ordinance in 2006 and three other ordinances in 2007.

There were four ordinances made Lincolnwood a safer community by:

- adopted the ICC Building Code set
- changed the building size thresholds for sprinkler requirements
- require sprinklers for various occupancy types in one and two-family dwellings
- amended previously adopted new NFPA Codes

In subsequent years, the Fire Department continued to strengthen the fire and building codes. These code changes were offered for consideration and the following meetings were assembled to listen and provide comment to staff's recommendations. Here is a summation of these meetings:

### **June 14, 2013 Committee of the Whole Meeting**

On June 14, 2013, the Community Development Director and the Fire Chief offered updates to various building and fire codes including the National Electrical Code (NEC) and the Illinois Plumbing Code to the Committee of the Whole (COTW). The Village's Life Safety Code required all new residences in the Village to have fire sprinklers and also required fire sprinklers in residences where alterations occur in 50 % or more of the residence. However, the Village did not have any regulation requiring the installation of fire sprinklers for building additions to residences. The COTW determined that CORB Committee would hear the proposal and offer their findings back to the Board. The CORB Meeting was set for August 14, 2013.

### **August 14, 2013 CORB Meeting**

At the August 14<sup>th</sup> CORB Meeting, the committee reviewed the building codes updates and were approved and then CORB reviewed the fire sprinkler recommendation. There was consensus of CORB to direct staff to refine the proposed amendment language to include inclusions for remodel and additions and clearly define what the trigger event would include for requiring sprinklers. CORB would review this matter to their next meeting.

## July 8, 2014 CORB Meeting

The next CORB Meeting that dealt with fire sprinklers was called July 8<sup>th</sup>, 2014. CORB approved the following language for residential addition sprinkler requirements:

**Whenever a residential dwelling undergoes construction resulting in an addition that is 50% or greater than the size of the original structure, the entire structure shall be subject to the fire sprinkler protection requirements in accordance with the adopted codes applicable to new construction for the occupancy.**

This motion passed CORB 3-0.

In the NFPA 101 Life Safety Code, Chapter 43 outlines criteria for Building Rehabilitation including:

- 43.2.2.1.1 **Repair.** The patching, restoration, or painting of materials, elements, equipment, or fixtures for the purpose of maintain such materials, elements, equipment, or fixtures in good or sound condition.
- 43.2.2.1.2 **Renovation.** The placement in kind, strengthening, or upgrading of building elements, materials, equipment, or fixtures, that does not result in a reconfiguration of the building spaces within.
- 43.2.2.1.3 **Modification.** The reconfiguration of any space, the addition, relocation, or elimination of any door or window; the addition or elimination of load-bearing elements; the reconfiguration or extension of any system, or the installation of any additional equipment.
- 43.2.2.1.4 **Reconstruction.** The reconfiguration of a space that effects an exit or a corridor shared by more than one occupant space; or the configuration of a space such that the rehabilitation work area is not permitted to be occupied because existing means of egress and fire protection systems, or their equivalent, are not in place or continuously maintained.

The Fire Department staff offered to remove the definition of Repair and Renovation as criteria for fire sprinklers but will review and offer new language under Chapter 43 Building Rehabilitation, specifically 43.6.4 Extinguishing Systems at the next meeting.

## August 26, 2014 CORB Meeting

Staff prepared another version of proposed sprinkler language.

**43.6.4.1** In a building with rehabilitation work areas involving **modification, or reconstruction of** over 50 percent of the aggregate building area, **and/or when 50% or more of aggregate wall and ceiling finishes (plaster, plaster board, gypsum board, suspended ceiling systems, etc.) is being removed down to the framing** automatic sprinkler systems shall be provided on the highest floor containing a rehabilitation work area and on all floors below in accordance with the requirements of other sections of this *Code* applicable to new construction for the occupancy.

**43.6.4.2** On any story with rehabilitation work areas involving **modification, or reconstruction of** over 50 percent of the area of the story, **and/or when 50% or more of aggregate wall and ceiling finishes (plaster, plaster board, gypsum board, suspended ceiling systems, etc.) is being removed down to the framing** a sprinkler system shall be provided throughout the story

in accordance with the requirements of other sections of this *Code* applicable to new construction for the occupancy.

There was discussion about the potential ambiguity of the proposed language but staff indicated the proposed language was more clear and easier to interpret than the existing language. The direction of the Committee to develop a process so the applicant who is not required to install sprinklers for their project that if the project exceeds the 50% threshold after receiving the project, they may be required to meet the sprinkler requirement.

### December 16, 2014 COTW Meeting

The next meeting for COTW was December 16, 2014. Fire Department staff offered language based off of other municipalities sprinkler requirements. The proposed language includes:

#### Proposed Changes to NFPA 101® Life Safety Code® 2012 Edition

(Proposed Change Approved by CORB Committee - shown in red and/or underlined or ~~strikethrough~~)

In section “43.2.2 Special Definitions”, the *Life Safety Code* defines four “Categories of Rehabilitation Work”:

~~**43.2.2.1.1 Repair.** The patching, restoration, or painting of materials, elements, equipment, or fixtures for the purpose of maintaining such materials, elements, equipment, or fixtures in good or sound condition.~~

~~**43.2.2.1.2 Renovation.** The replacement in kind, strengthening, or upgrading of building elements, materials, equipment, or fixtures, that does not result in a reconfiguration of the building spaces within.~~

**43.2.2.1.3 Modification.** The reconfiguration of any space; the addition, relocation, or elimination of any door or window; the addition or elimination of load-bearing elements; the reconfiguration or extension of any system; or the installation of any additional equipment.

**43.2.2.1.4\* Reconstruction.** The reconfiguration of a space that affects an exit or a corridor shared by more than one occupant space; or the reconfiguration of a space such that the rehabilitation work area is not permitted to be occupied because existing means of egress and fire protection systems, or their equivalent, are not in place or continuously maintained.

### Summary:

After the July 8<sup>th</sup>, 2014 CORB Meeting, staff developed a form that architects could use to determine the square footage of each floor area as well as indicate on this form the square footage of rehabilitation work that is being completed on every floor. The architect will also calculate the percentage of building rehabilitation work that is being completed. If the percentage is over 50%, a fire sprinkler will be necessary. Conversely, if that percentage is under 50%, a fire sprinkler system is not required. The architect also has to identify on the blueprints submitted for review the specific work areas that are considered to be under rehabilitation. Staff rolled out this process in February, 2015.

Since February 2015, staff has received 52 plans for review under this new process. A tally of homes that needed fire sprinklers based on the architect’s calculation and confirmed by onsite visual inspection totaled 19 or 36% of the total plans submitted. The majority of 52 homes, 33 homes to be exact did not need a sprinkler system. This represented 64% of the applications received. Staff has been very transparent with this process and the architects and contractors appreciated the form.

After four years of various committee meetings, staff is prepared to discuss and recommend the proposed code changes listed below.

## Summary of Proposed Code Changes

### Building Rehabilitation

Current Code Language	Proposed Code Language
<p>43.2.2.1.1 <b>Repair.</b> The patching, restoration, or painting of materials, elements, equipment, or fixtures for the purpose of maintain such materials, elements, equipment, or fixtures in good or sound condition.</p> <p>43.2.2.1.2 <b>Renovation.</b> The placement in kind, strengthening, or upgrading of building elements, materials, equipment, or fixtures, that does not result in a reconfiguration of the building spaces within.</p> <p>43.2.2.1.3 <b>Modification.</b> The reconfiguration of any space, the addition, relocation, or elimination of any door or window; the addition or elimination of load-bearing elements; the reconfiguration or extension of any system, or the installation of any additional equipment.</p> <p>43.2.2.1.4 <b>Reconstruction.</b> The reconfiguration of a space that effects an exit or a corridor shared by more than one occupant space; or the configuration of a space such that the rehabilitation work area is not permitted to be occupied because existing means of egress and fire protection systems, or their equivalent, are not in place or continuously maintained.</p>	<p>43.2.2.1.3 <b>Modification.</b> The reconfiguration of any space, the addition, relocation, or elimination of any door or window; the addition or elimination of load-bearing elements; the reconfiguration or extension of any system, or the installation of any additional equipment.</p> <p>43.2.2.1.4 <b>Reconstruction.</b> The reconfiguration of a space that effects an exit or a corridor shared by more than one occupant space; or the configuration of a space such that the rehabilitation work area is not permitted to be occupied because existing means of egress and fire protection systems, or their equivalent, are not in place or continuously maintained.</p>

## Building Rehabilitation

Current Code Language	Proposed Code Language
<p><b>43.6.4.1</b> In a building with rehabilitation work areas involving over 50 percent of the aggregate building area, automatic sprinkler systems shall be provided on the highest floor containing a rehabilitation work area and on all floors below in accordance with the requirements of other sections of this <i>Code</i> applicable to new construction for the occupancy.</p> <p><b>43.6.4.2</b> On any story with rehabilitation work areas involving over 50 percent of the area of the story, a sprinkler system shall be provided throughout the story in accordance with the requirements of other sections of this <i>Code</i> applicable to new construction for the occupancy.</p>	<p><b>43.6.4.1</b> In a building with rehabilitation work areas involving <b>modification, or reconstruction of</b> over 50 percent of the aggregate building area, <b>and/or when 50% or more of aggregate wall and ceiling finishes (plaster, plaster board, gypsum board, suspended ceiling systems, etc.) is being removed down to the framing</b> automatic sprinkler systems shall be provided on the highest floor containing a rehabilitation work area and on all floors below in accordance with the requirements of other sections of this <i>Code</i> applicable to new construction for the occupancy.</p> <p><b>43.6.4.2</b> On any story with rehabilitation work areas involving <b>modification, or reconstruction of</b> over 50 percent of the area of the story, <b>and/or when 50% or more of aggregate wall and ceiling finishes (plaster, plaster board, gypsum board, suspended ceiling systems, etc.) is being removed down to the framing</b> a sprinkler system shall be provided throughout the story in accordance with the requirements of other sections of this <i>Code</i> applicable to new construction for the occupancy.</p>

## Residential Additions

Current Code Language	Proposed Code Language
Code is silent.	Whenever a residential dwelling undergoes construction resulting in an addition that is 50% or greater than the size of the original structure, the entire structure shall be subject to the fire sprinkler protection requirements in accordance with the adopted codes applicable to new construction for the occupancy.

### **Documents Attached:**

1. CORB Meeting Minutes: August 14, 2013
2. CORB Meeting Minutes: July 8, 2014
3. CORB Meeting Minutes: August 26, 2014
4. COTW Meeting Minutes: December 16, 2014
5. PowerPoint Presentation

# **Sprinkler Code Updates**

# Sprinkler Codes in Lincolnwood

- All new homes built since Jan 2006
  - Adopted NFPA 101: Life Safety Code (2012)
  - Adopted IRC: Appendix P (2009)
- To Date: 110 homes completed  
14 in plan phase
- Current Code doesn't require sprinklers in additions

# Sprinkler Discussion Meetings

- June 14, 2013 COTW
- August 14, 2013 CORB
- July 8, 2014 CORB
- August 26, 2014 CORB
- December 16, 2014 COTW

# Proposed Residential Addition Sprinkler Requirement Approved by CORB

- Whenever a residential dwelling undergoes construction resulting in an addition that is 50% or greater than the size of the original structure, the entire structure shall be subject to the fire sprinkler protection requirements in accordance with the adopted codes applicable to new construction for the occupancy.

# Definition of Rehabilitation Area (Current)

On enforcing this requirement we have to next ask, “What is a rehabilitation area?” The definitions in the *Life Safety Code* gives us four definitions of rehabilitation work areas, any one of which would require the sprinkler requirement:

**43.2.2.1.1 Repair.** The patching, restoration, or painting of materials, elements, equipment, or fixtures for the purpose of maintaining such materials, elements, equipment, or fixtures in good or sound condition.

**43.2.2.1.2 Renovation.** The replacement in kind, strengthening, or upgrading of building elements, materials, equipment, or fixtures, that does not result in a reconfiguration of the building spaces within.

**43.2.2.1.3 Modification.** The reconfiguration of any space; the addition, relocation, or elimination of any door or window; the addition or elimination of load-bearing elements; the reconfiguration or extension of any system; or the installation of any additional equipment.

**43.2.2.1.4\* Reconstruction.** The reconfiguration of a space that affects an exit or a corridor shared by more than one occupant space; or the reconfiguration of a space such that the rehabilitation work area is not permitted to be occupied because existing means of egress and fire protection systems, or their equivalent, are not in place or continuously maintained.

# CORB Recommendation

**43.2.2.1.1 Repair.** The patching, restoration, or painting of materials, elements, equipment, or fixtures for the purpose of maintaining such materials, elements, equipment, or fixtures in good or sound condition.

**43.2.2.1.2 Renovation.** The replacement in kind, strengthening, or upgrading of building elements, materials, equipment, or fixtures, that does not result in a reconfiguration of the building spaces within.

**43.2.2.1.3 Modification.** The reconfiguration of any space; the addition, relocation, or elimination of any door or window; the addition or elimination of load-bearing elements; the reconfiguration or extension of any system; or the installation of any additional equipment.

**43.2.2.1.4\*** **Reconstruction.** The reconfiguration of a space that affects an exit or a corridor shared by more than one occupant space; or the reconfiguration of a space such that the rehabilitation work area is not permitted to be occupied because existing means of egress and fire protection systems, or their equivalent, are not in place or continuously maintained.

# Current Sprinkler Code Building Rehabilitation

The *Life Safety Code* addresses this in “Chapter 43 Building Rehabilitation” where it states:

## 43.6.4 Extinguishing Systems

- **43.6.4.1** In a building with rehabilitation work areas involving over 50 percent of the aggregate building area, automatic sprinkler systems shall be provided on the highest floor containing a rehabilitation work area and on all floors below in accordance with the requirements of other sections of this *Code* applicable to new construction for the occupancy.
- **43.6.4.2** On any story with rehabilitation work areas involving over 50 percent of the area of the story, a sprinkler system shall be provided throughout the story in accordance with the requirements of other sections of this *Code* applicable to new construction for the occupancy.

# Rehabilitation Change

## Approved by CORB (in Red)

(Proposed Change Approved by CORB Committee - shown in red)

- **43.6.4.1** In a building with rehabilitation work areas involving **modification, or reconstruction of** over 50 percent of the aggregate building area, **and/or when 50% or more of aggregate wall and ceiling finishes (plaster, plaster board, gypsum board, suspended ceiling systems, etc.) is being removed down to the framing** automatic sprinkler systems shall be provided on the highest floor containing a rehabilitation work area and on all floors below in accordance with the requirements of other sections of this *Code* applicable to new construction for the occupancy.
- **43.6.4.2** On any story with rehabilitation work areas involving **modification, or reconstruction of** over 50 percent of the area of the story, **and/or when 50% or more of aggregate wall and ceiling finishes (plaster, plaster board, gypsum board, suspended ceiling systems, etc.) is being removed down to the framing** a sprinkler system shall be provided throughout the story in accordance with the requirements of other sections of this *Code* applicable to new construction for the occupancy.

# Building Rehabilitation Work Form



## LINCOLNWOOD FIRE DEPARTMENT

6900 N. LINCOLN AVENUE – LINCOLNWOOD, ILLINOIS - 60712

PHONE: 847-673-1545 FAX: 847-673-7456

### 13D Sprinkler Requirement Determination for Homes Undergoing Rehabilitation

Please complete the following information including all areas of the existing structure.  
Do **NOT** include any additions as part of the calculated rehab areas.

**Return with drawings showing the "Rehabilitation Work Areas" on each level as shaded areas.**

#### Project Information (To be Provided by Architect)

Project Address:	
Owners Name:	
Phone:	
Architects Name:	
Address:	
Phone:	
Builders Name:	
Address:	
Phone:	

Floor Level	Square Footage of Each Floor Level	Square Footage of Rehabilitation Work Areas on Each Level
Basement		
1 <sup>st</sup> Floor		
2 <sup>nd</sup> Floor		
3 <sup>rd</sup> Floor		
4 <sup>th</sup> Floor or Attic If Habitable		
Total Square Footage of Building:		
Total Square Footage of All Proposed Rehabilitation Work Areas:		
Percentage of Building Rehabilitation Work Areas:		

# Two Year Results

- 52 Plans for review
- 33 homes had less 50% Rehab work and didn't need a sprinkler system (64% of applications)
- 19 had more than 50% Rehab work and needed a sprinkler system (36% of Applications)

# Request For Board Action

**REFERRED TO BOARD:** September 19, 2017

**AGENDA ITEM NO:** 4

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution to Authorize the Execution of a Contract with F.E. Moran, Inc. of Northbrook, Illinois for the Replacement of the Fire Department Boiler in an Amount of \$76,050.00

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The boiler unit located in the boiler room on the second floor of the Fire Department is responsible for providing heat for the building, including the Police Department. The existing boiler was inspected by the Village's maintenance contractor, Emcor Services ("Emcor"), in 2016, during which time it was determined that it has exceeded its useful life and requires replacement. The existing unit is 26 years old and any parts needed to repair it would have to be specially manufactured. Replacement of the boiler was included in Fiscal Year 2017/18 in the Five-Year Facility Plan and the Capital Improvement Plan.

Emcor and the Village Engineer assisted with developing bid specifications for the replacement of the Fire Department boiler. The specifications included two smaller, high efficiency units to replace the existing large, inefficient boiler. On August 17, 2017 a bid notice was published in the *Lincolnwood Review* and the *Dodge Report*. In addition, bid packages were provided to 21 local vendors who provide this type of service. On September 5, 2017 seven sealed bids were received. The following table displays the bids received:

Vendor	Base Bid	Temporary Heating per Day (If needed)	Estimated Temporary Heating Cost	Total Estimated Project Cost
F.E. Moran, Inc.	\$71,850.00	\$300.00	\$4,200.00	\$76,050.00
Amber Mechanical	\$72,000.00	\$800.00	\$11,200.00	\$83,200.00
Ideal Heating Co.	\$78,444.00	N/A*	N/A*	\$78,444.00
Geo E. Quil & Sons	\$79,800.00	N/A*	N/A*	\$79,800.00
Emcor Services	\$81,991.00	\$500.00	\$7,000.00	\$88,991.00
AMS Mechanical Sys	\$89,000.00	\$275.00	\$3,850.00	\$92,850.00
Premier Mechanical Inc.	\$146,000.00	N/A*	N/A*	\$146,000.00

\*Bidder failed to provide bid for temporary heating/day.

The lowest responsible bidder, meeting all bid specifications, is F.E. Moran, Inc. of Northbrook, Illinois ("F.E. Moran"). F.E. Moran has not previously performed work for the Village. Staff contacted three of F.E. Moran's references, each of which provided a positive recommendation.

The Fire Department uses a blended system to regulate temperature throughout the building year round, with both the air conditioner and boilers working in tandem. Due to the blended system and the fact that the facility operates 24/7, staff requested all bidders submit a per day cost for temporarily heating the building during the removal and replacement of the boiler along with their base bid. The bid specifications call for temporary heating if the temperature falls below 50 degrees Fahrenheit for a 24-hour period. F.E. Moran anticipates there will be a two week period in which temporary heating may be needed; therefore, staff is requesting the contract be authorized in the amount of the base bid, plus the 14 days of heating at the \$300/day rate provided by F.E. Moran for a total of \$76,050.

**FINANCIAL IMPACT:**

\$52,000 was included in the FY 2017/2018 Public Works Building Maintenance budget for this project. F.E. Moran's bid exceeds this amount by \$24,050, including the estimated temporary heating costs. The proposed boilers qualify for a \$14,000 rebate and sufficient additional funds are available due to cost savings from other projects.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Contract/Proposal

**RECOMMENDED MOTION:**

**Move to approve** a Resolution authorizing the execution of a contract with F.E. Moran, Inc. of Northbrook, Illinois for the removal and replacement of the Fire Department boiler.

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH F.E. MORAN, INC. OF NORTHBROOK, ILLINOIS FOR THE REMOVAL AND REPLACEMENT OF THE FIRE DEPARTMENT BOILER**

WHEREAS, the Village sought proposals for the award of a contract to replace the existing boiler unit at the Fire Department ("*Contract*"); and

WHEREAS, F.E. Moran of Northbrook, Illinois ("*Contractor*"), was the low responsible vendor of the firms that submitted proposal packages to the Village; and

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

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

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

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

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

---

Barry I. Bass, 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**

**CONTRACT**

## VILLAGE OF LINCOLNWOOD

### REQUESTS FOR PROPOSALS

#### OWNER:

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

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

Removal and disposal of the Bryant CL-180 1,800,000 BTU hot water heating boiler at the Fire Department and replacement with two (2) smaller, higher efficiency modular condensing heating boilers ("*Work*").

#### INSTRUCTIONS TO BIDDERS

##### Preparation of Proposals

All proposals for the Work shall be made only on the blank Contract/Proposal form attached to this Request for Proposals and shall be complete with a price for each and every item named in the Schedule of Prices section of the Contract/Proposal form. All proposals must be signed by an authorized official. 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 AND Mandatory Walk Through

**A mandatory walk through of the Boiler Room will be held on August 24, 2017 at 10:30 a.m. Please meet at the Fire/Police Department Training Room,**

**Proposals are due no later than 10:00 a.m. on Tuesday, September 5, 2017 at the Administration Department at Lincolnwood Village Hall, 6900 Lincoln Avenue, Lincolnwood, IL 60712.**

Each proposal shall be submitted in a sealed envelope plainly marked with the title of the contract and

bidder's full legal name and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

##### 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.

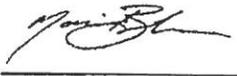
The Village reserves the right to accept the proposal that is in its judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities 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 14<sup>th</sup> day of August, 2017

**VILLAGE OF LINCOLNWOOD**

By: 

Nadim Badran  
Assistant to the Public Works Director

VILLAGE OF LINCOLNWOOD

**CONTRACT/PROPOSAL FOR THE  
REMOVAL AND REPLACEMENT OF A BOILER FOR COMMERCIAL HEATING PURPOSES**

Full Name of Bidder F. E. Moran, Inc. ("Bidder")  
Principal Office Address 2265 Carlson Drive Northbrook, IL 60062  
Local Office Address Same As Above  
Contact Person June M. Tucker Telephone Number (847)498-4800  
Sr. Vice President

TO: Village of Lincolnwood ("Village")  
6900 Lincoln Avenue  
Lincolnwood, Illinois 60712  
Attention: Nadim Badran  
Assistant to the Public Works Director

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, 2 [if none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.*

1. **Work Proposal**

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

1. **Labor, Equipment, Materials, and Supplies.** Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the work outlined in Attachment A, Specifications, at the various locations throughout the Village ("Work Site");
2. **Permits.** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

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

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

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

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

2. Contract Price Proposal

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

A. SCHEDULE OF PRICES

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

Item	Cost
Removal/Replacement of Boiler Unit	\$71,850
Temporary Heating per Day (if needed)	\$300.00

TOTAL CONTRACT PRICE (in writing):  
72,150.00 Dollars and 0 Cents

TOTAL CONTRACT PRICE (in figures):  
SEVENTY-TWO THOUSAND  
ONE HUNDRED  
FIFTY Dollars and \_\_\_ Cents

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. TIME OF PAYMENT

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid. The Village does not accept trailing waivers.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the Village's acceptance of this Contract/Proposal provided Bidder shall have furnished to the Village all bonds and all insurance certificates specified in this Contract/Proposal ("Commencement Date"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than October 20, 2017 ("Time of Performance"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Bidder. Delays caused by the Village shall extend the Time of Performance.

4. Financial Assurance

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

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the Village's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to the Village. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The

minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

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

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

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

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

2. Comprehensive Motor Vehicle Liability

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

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

3. Comprehensive General Liability

Limits shall not be less than:

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

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

Coverage to include:

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

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

4. Umbrella Liability

Limits shall not be less than:

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

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

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

5. Firm Proposal

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

6. Bidder's Representations and Warranties

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

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

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (in furtherance of which, a copy of Village's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract/Proposal, has been attached as an Appendix to this Contract/Proposal; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; any

statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

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

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

## 7. Acknowledgements

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

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

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

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

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

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

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

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

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

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

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

K. Certified Payrolls. Bidder shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to the Village, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by the Bidder or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages

required by the Prevailing Wage Act; and (3) Bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Bidder and each subcontractor shall make available for inspection the records required to be made

and kept by the Act: (i) to the Village, its officers and agents, and to the Director of the Illinois Department of Labor and his or her deputies and agents; and (ii) at all reasonable hours at a location within this State.

DATED this 14th day of August, 2017.

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

Bidder's Name: F. E. Moran, Inc.

Doing Business As (if different): F. E. Moran, Inc.

Signature of Bidder or Authorized Agent: *June M. Tucker*

(corporate seal) Printed Name: June M. Tucker  
(if corporation)

Title/Position: Sr. Vice President

Bidder's Business Address: 2265 Carlson Drive  
Northbrook, IL 60062

Bidder's Business Telephone: (847)498-4800 Facsimile: (847)498-9091

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

NAME	TITLE	ADDRESS
Michael V. McCombie	President	Address as Listed Above
June M. Tucker	Sr. Vice President	Address as Listed Above
Charlotte Flesher	Vice President	Address as Listed Above
Joe Larson	Treasurer	Address as Listed Above

Brian Ramsey Secretary Address as Listed Above

**ACCEPTANCE**

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Lincolnwood ("***Village***") this [ \_\_\_\_\_ ] day of [ \_\_\_\_\_ ], [2017].

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

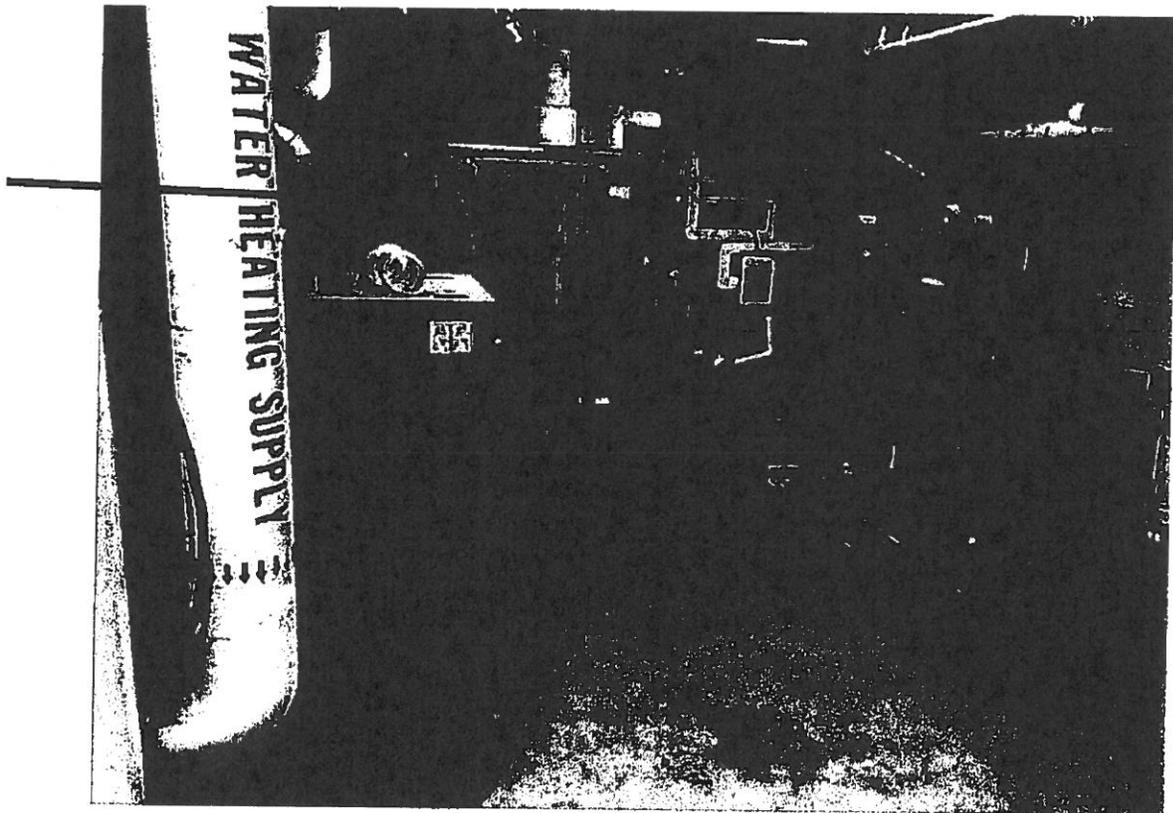
**VILLAGE OF LINCOLNWOOD**

By: \_\_\_\_\_  
**Timothy C. Wiberg**  
**Village Manager**

## Attachment A Specifications

1. This scope of work requires the Contractor to replace existing heating boiler, piping, controls and all related accessories at the Village of Lincolnwood Fire Station, located at 6900 Lincoln Ave, Lincolnwood, IL 60712. The existing unit is located on the second floor of the Fire Department with limited access.
2. Contractor shall neatly disconnect, remove and properly dispose of existing boiler, piping, controls, supports and all related accessories needed to be removed to facilitate installation of new units. The existing unit is located on the second floor of the fire department in an area with limited access. The existing unit may need to be disassembled or demolished to facilitate removal. The building uses a blended system of conditioned air and heat to regulate temperature; therefore, scheduling removal of the unit must be approved by the Village.
3. Base bid shall incorporate use of two (2) modular condensing heating boilers, 90% efficiency with 10:1 turndown to replace the Bryant CL-180 1,800,000 BTU hot water heating boiler. **Please note this is for a commercial heating application.** Specifications on the proposed units shall be submitted with each bid. The proposed replacement units must be approved by the Village prior to installation. The bid shall encompass all piping, electrical, gas, and ventilation work associated with the installation of the new boilers, including backflow prevention and other control devices.
4. Boilers shall be sealed combustion with individually ducted fresh air and exhaust air. It will be the contractor's responsibility to install new piping, ducts, and other necessary parts to allow the boiler system to properly function.
5. Upon contract award, Contractor will procure agreed upon boilers as well as all necessary installation materials and supplies.
6. Contractor shall procure, take delivery of, install and perform initial testing of the replacement boiler systems and provide evidence that the replacement boiler(s) is properly sized for the application, fully operable, and permitted by the State of Illinois.
7. Contractor must coordinate installation with the Village of Lincolnwood Public Works Department. Village of Lincolnwood shall not accept deliveries on behalf of the contractor, subcontractors, vendors or delivery services. Storage on-site shall not be permitted prior to installation.
8. Title and ownership of the boilers and equipment shall not pass to the Village of Lincolnwood until the equipment has been installed by the Contractor, tested, inspected, permitted and accepted as functioning by the Village of Lincolnwood.
9. If the contractor expects heat to be out for more than a 24-hour period, in which the temperature is below 50 degrees Fahrenheit, the contractor shall provide a means of temporarily heating the building with approval of the Village.

10. Demolition and removal of existing boiler, surrounding insulation and/or any asbestos wrapped piping (if present) shall be completed in compliance with applicable federal, state, and county laws. If asbestos is detected, an abatement plan shall be filed with Cook County for approval. Contractor shall haul away all hazardous material to a certified landfill and provide evidence or documentation of proper disposal.
11. System Testing and Acceptance: Contractor is required to conduct a startup test of the installed boilers and associated equipment to demonstrate and confirm correct installation and proper functioning.
12. Contractor shall perform restoration to any walls, doors, or other structures that may be damaged during the work.
13. Contractor shall be responsible for obtaining all necessary permits to perform the work. Permits from the Village will not include a fee. Finished installation shall be permitted and inspected by the State of Illinois Division of Boiler and Pressure Vessel Safety and any applicable city, township and county inspections as necessary.
14. Final system approval shall be provided by Village of Lincolnwood Public Works Department upon completion of all punch list items.



**APPENDIX A: PREVAILING WAGE ORDINANCE**

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2017-1979**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 2<sup>nd</sup> day of May, 2017.

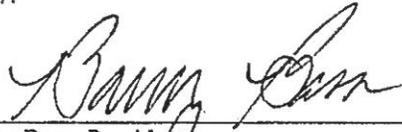
AYES: Trustees Patel, Cope, Ikezoe-Halevi, Spino, Nickell

NAYS: None

ABSENT: None

ABSTENTION: None

APPROVED by me this 2<sup>nd</sup> day of May, 2017.



Barry Bass, President  
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this  
2<sup>nd</sup> day of May, 2017



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

VILLAGE OF LINCOLNWOOD

FIRE DEPARTMENT BOILER REMOVAL AND REPLACEMENT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that *[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]*, as Principal, hereinafter called Contractor, and *[FULL NAME AND ADDRESS OF SURETY]*, as Surety, a corporation organized and existing under the laws of the State of *[INCORPORATION]*, hereinafter called Surety, are held and firmly bound unto the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois 60712, as Obligee, hereinafter called Owner, in the full and just sum of *[CONTRACT PRICE]* Dollars (*[\$[CONTRACT PRICE]*), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated *[DATE OF CONTRACT AGREEMENT]*, with Owner entitled "Contract Agreement between Village of Lincolnwood and *[CONTRACTOR'S NAME]* for the Fire Department Boiler Removal and Replacement- Contract." (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide, perform and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the Fire Department Boiler Removal and Replacement, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**PERFORMANCE BOND**

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract.

At its option, Owner may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner.

Signed and sealed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness:

PRINCIPAL: *[NAME OF CONTRACTOR]*

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

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

*[NAME OF CONTRACTOR'S  
EXECUTING OFFICER]*

Title: \_\_\_\_\_

Title: *[TITLE OF CONTRACTOR'S  
EXECUTING OFFICER]*

Attest/Witness:

SURETY: *[NAME OF SURETY]*

**PERFORMANCE BOND**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

**VILLAGE OF LINCOLNWOOD**

**FIRE DEPARTMENT BOILER REMOVAL AND REPLACEMENT**

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that *[FULL NAME, ADDRESS AND ORGANIZATION OF CONTRACTOR]*, as Principal, hereinafter called Contractor, and *[FULL NAME AND ADDRESS OF SURETY]*, as Surety, a corporation organized and existing under the laws of the State of *[INCORPORATION]*, hereinafter called Surety, are held and firmly bound unto the VILLAGE OF LINCOLNWOOD, 6900 North Lincoln Avenue, Lincolnwood, Illinois 60712, as Obligee, hereinafter called Owner, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of *[CONTRACT PRICE]* Dollars (*[\$CONTRACT PRICE]*), to be paid to it or the said claimants or its or their assigns, to which payment well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include attorney's fees, court costs, and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated *[DATE OF CONTRACT AGREEMENT]*, with Owner entitled "Contract Agreement Between Village of Lincolnwood and *[CONTRACTOR'S NAME]* for the Fire Department Boiler Removal and Replacement – Contract." (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Contractor's obligations under the Contract: (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the construction and installation of the Fire Department Boiler Removal and Replacement, together with related attachments, equipment, and appurtenances thereto; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Special Conditions of Contract; (3) to procure and furnish all bonds and certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

## LABOR AND MATERIAL PAYMENT BOND

For purpose of this bond, a claimant is defined as one having a direct contract with Contractor or with a subcontractor of Contractor to provide, perform or complete any part of the Work.

Contractor and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of, or service or repairs on, machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Owner shall not be liable for the payment of any costs or expenses of any such suit. The provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

Contractor and Surety hereby jointly agree that Owner may sue on this bond if Owner is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Owner to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of Owner or Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, materials, services, or sites; or in or to the mode or manner of payment therefor shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of said Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

**LABOR AND MATERIAL PAYMENT BOND**

Signed and sealed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness:

PRINCIPAL: *[NAME OF CONTRACTOR]*

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

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

*[NAME OF CONTRACTOR'S  
EXECUTING OFFICER]*

Title: \_\_\_\_\_

Title: *[TITLE OF CONTRACTOR'S  
EXECUTING OFFICER]*

Attest/Witness:

SURETY: *[NAME OF SURETY]*

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

#10225884\_v1



ADDENDUM #1

**THIS DOCUMENT MUST BE ATTACHED TO YOUR BID**

*Issued August 25, 2017*

**INVITATION FOR BIDS FOR THE FY2017/18  
FIRE DEPARTMENT BOILER REPLACEMENT**

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**Item #1**

The Bid deadline time has changed from 10:00 a.m. to 1:00 p.m. The new deadline and bid opening time is September 5, 2017 at 1:00 p.m. in the Village Hall Council Chambers.

**Item #2**

Please see the responses to questions asked at prior to, and at the pre bid meeting on August 24, 2017.

1. Is there an Engineer's Estimate for the work?  
A: No, there is not.
2. Is a Bid Bond required and if so, what is the percentage?  
A: No bid bond is required for the job.
3. Please specify the return and supply water temperatures you are looking for.  
A: During the winter, the supply water temperatures should be approximately 180 degrees Fahrenheit, and/or meet the manufacturer's specifications. As the time of the pre-bid meeting, the temperature was at 120 degrees Fahrenheit. The return temperature is unknown.
4. What the gas pressure?  
A: The gas pressure of the water column should be between 4 to 14 inches and meet the manufacturer's specification.
5. Is there an opportunity to provide a bid for a single unit rather than the 2 units as detailed in the specifications?  
A: The awarded bidder's choice of unit would require approval from the Village. A singular unit may be authorized if it meets the high efficiency rating of the two smaller units, and can adequately provide heat for the size of the building. Smaller units were specified for their efficiency as well as for accessibility concerns during installation.
6. Is the Village keeping the existing house pumps?  
A: Yes.



**Item #3**

The final date for questions to be asked relating to the boiler replacement is Wednesday, August 30<sup>th</sup> at 10:00 a.m. The Village will not respond to questions relating to this project after the specified date and time. Any questions asked prior to the above specified date will be responded to in the form of a second addendum, to be delivered in the afternoon of Wednesday, August 30<sup>th</sup>.

**Item #4**

**Pre-Bid Attendees**

<b>Company Name</b>
ARS Contracting
Mechanical Inc.
Emcor Services
Martin Petersen Co
FE Moran
Amber Mechanical
Geo E. Quil & Sons
Premier Mechanical Inc.
AA Service Company
Ideal Heating Co.
Applied Mechanical Sales
AMS Mechanical Sys.



ADDENDUM #2

**THIS DOCUMENT MUST BE ATTACHED TO YOUR BID**

*Issued August 30, 2017*

**INVITATION FOR BIDS FOR THE FY2017/18  
FIRE DEPARTMENT BOILER REPLACEMENT**

---

1. Q: Can the existing louver be used to provide combustion air for the new boilers or must the air intakes be ducted outside?

A: The existing louver may be reused as long as it functions properly with the proposed unit(s). If the manufacturer's specifications for the proposed unit call for a different louver to be used, it is expected that the bidder will include that cost in the overall proposal.

2. Q: Is pvc/cpvs venting material acceptable by the Village?

A: The use of PVC/CPVS ventilation is not an issue for the Village; however, the Village expects the awarded bidder will follow the manufacturer's specification on what type of materials should be used to ensure it is appropriate for that model and application.

# Request For Board Action

**REFERRED TO BOARD:** September 19, 2017

**AGENDA ITEM NO:** 5

**ORIGINATING DEPARTMENT:** Parks and Recreation

**SUBJECT:** Approval of a Recommendation by the Parks and Recreation Board to Adopt a Resolution to Close a Portion of Lincoln Avenue on Sunday, November 19, 2017 between the hours of 7 A.M. to 11 A.M. for the Annual Turkey Trot Race

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The 2017 Ray Williams Turkey Trot Race for runners and walkers will be held on Sunday, November 20, 2017. Participants run or walk the 5K or 10K race on the streets of Lincolnwood. A section of the race route is on Lincoln Avenue, which is a State Road controlled by the Illinois Department of Transportation (IDOT). IDOT requires a local government body to pass and submit a resolution accepting responsibility for the closing of the street.

The section to be closed is from Kostner Avenue to Pratt Avenue on the west side of the road. The Police Department will barricade the road and re-route traffic to a single lane on the east side of Lincoln Avenue. This is the same route used in previous years.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Aerial of Road Closing
3. Unapproved Minutes of the September 12, 2017 Park Board Meeting

**RECOMMENDED MOTION:**

**Move to approve** a Resolution to close Lincoln Avenue between the Hours of 7 A.M. to 11 A. M. for the Annual Turkey Trot Race on Sunday, November 19, 2017.

**RESOLUTION NO. R2017-**

**A RESOLUTION APPROVING THE CLOSURE OF A PORTION OF  
LINCOLN AVENUE ON SUNDAY, NOVEMBER 19, 2017 BETWEEN  
THE HOURS OF 7 A.M. AND 11 A.M  
FOR THE ANNUAL TURKEY TROT RACE**

WHEREAS, the Village desires to hold its 41st Annual Lincolnwood Turkey Trot Race on Sunday, November 19, 2017 from 7:00 am. to 11:00 am. ("*Turkey Trot*"); and

WHEREAS, the Turkey Trot requires the closure of that portion of Lincoln Avenue between Kostner Avenue and Pratt Avenue; and

WHEREAS, Lincoln Avenue is a right-of-way owned and maintained by the State of Illinois; and

WHEREAS, the State of Illinois requires that the Village assume the responsibility and liability involved in the closure of a portion of Lincoln Avenue as a condition of such closure; and

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 CLOSURE. The Village President and Board of Trustees shall, and do hereby, approve the closure of Lincoln Avenue between Kostner Avenue and Pratt Avenue for the Turkey Trot ("*Lincoln Avenue Closure*").

SECTION 3. ASSUMPTION OF RESPONSIBILITY AND LIABILITY. The Village President and Board of Trustees shall, and do hereby, approve the assumption by the Village of: (a) full responsibility for the direction, protection and regulation of traffic during the Lincoln Avenue Closure; and (b) all liabilities that would otherwise be the responsibility of the State of Illinois for damages of any kind occasioned by the Lincoln Avenue Closure. The Village President and Board of Trustees further agree that the Village will maintain all-weather detours during the Lincoln Avenue Closure, which detours will be conspicuously marked and patrolled by police personnel for the benefit of traffic deviated from Lincoln Avenue.

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 19th day of September, 2017.

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

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

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

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

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

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Barry Bass, President  
Village of Lincolnwood, Cook County, Illinois

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

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

#10604659\_v2





**Lincolnwood Park and Recreation Board Meeting**  
Lincolnwood Village Hall – Council Chambers  
September 12, 2017  
DRAFT MINUTES

**CALL TO ORDER**

The meeting was called to order at 7:02 P.M.

**PRESENT AT MEETING**

Park Board Members: Laura Tomacic, Victor Shaw, Reese Gratch, Maria Leberis, Carol Georges Orah  
(7:08pm)

Parks and Recreation Department Staff: Laura McCarty, Katie Gamroth

Village Board Liaison: Mayor Barry Bass, Jennifer Spino

Village Staff: Charles Meyer, Assistant to the Village Manager

Audience: Jodi Frailey; Ari Kirshner, 6644 N. Drake; Damien Kardaras

**APPROVAL OF MINUTES**

On motion Tomacic/Shaw approve the meeting minutes of the August 8, 2017. 4-0, motion passed.

**AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC**

**OLD BUSINESS**

**A. 2017 Lincolnwood Fest Recap**

**Kadaras:**

- Highlighted 2017 netted approximately \$27,000 in revenue
- Notes the Public Works staffing fees are not part of the budgeting in the net revenue
- Thanks the Public Works Department, Fire Department and Police Department for their hard work in assisting this event
- 2017 had the addition of a man with his reptiles for children, which was a nice draw
- Informs board that the Windy City Amusement Group has provided him the dates of July 26-29 for the 2018 fest

**Board Questions:**

- Comments on the weather being threatening in the beginning but turning out well
- Thanks Kadaras for setting up the event

**B. Follow Up Discussion on Bus Shelter Advertising Program**

**Meyer-** Brought back follow up information and photos for the proposed shelter at Touhy and McCormick.

- Comments on the obstructed view causing concern for safety of bikers whom may be speeding across to make the light, or drivers speeding down the road.
- Notes the opposite side of the road would not be appropriate as it would be blocking the Olive Garden sign.

**Board Discussion:**

- Questions if all of the shelters are the same, or if there is one that is more see through than others
- Questions what is our liability if someone were to be injured
- Comments on the homeless people that are around the area and possibly using the shelter as a hangout
- Agreed that this location seems better than the original
- Questions the necessity, as this location is not ideal

**Meyer:**

- Will contact the Villages risk management agency for their feedback on the location
- Notes that the shelter can enhance the park by allowing for a sheltered location from rain and a specific stop for people to utilize the park

**NEW BUSINESS**

**A. Approval of a Resolution Approving the Award of the Central Park Playground Installation Contract**

**Gratch-** Notes that nine letters have come in from the public saying that it was more important to them for the sandbox to be removed and seating added than a specific playground design choice.

**McCarty** – Recaps project timeline and process:

- Four bids received today for the installation of the playground
- Elanar Construction was disqualified for not submitting an entire packet
- Presents bid results from the September 12, 2017 bid opening
- Comments on that with any company the basketball court would put the project over budget
- Reminds board that design option #1 was voted on at the August Park Board meeting

**Krishner-** Speaks to this being the playground that his grandkids are going to be playing on and is elated to see that there are options where residents can have their cake and eat it to. He encourages the board to select an option that would incorporate including alternatives 1-3

**Frailey** – Introduces herself as an employee of Indiana, Illinois, Iowa Foundation For Fair Contracting (III FFC) who performs construction analysis in cook county, a non-profit that monitors prevailing wage. She monitors what is going on in the bid arena; what jobs are available, who is applying, and what companies are being awarded jobs. She continues on about how the III FFC has been following and monitoring Hacienda for quite some time, and just last night the Darien Park District rejected a bid from Hacienda for being non-responsible.

**Board Discussion:**

- Asks for clarification on non-responsible

**Frailey-** Most municipalities have their own documents for what is a responsible bidder. A non-responsive bidder could be a bid that is not complete, and the III FFC has found Hacienda to be non-responsive or non-responsible. We have followed park jobs performed by Hacienda and applied for FOIA documents to find that prevailing wage laws are being broken. By either not reporting properly or by not paying workers that have been seen by myself or staff. Hacienda has pending litigations and when litigation information was requested at another agency Hacienda signed a contract saying they did not have anything going on. In the same contract Hacienda did disclose that they had been non-responsive. I wanted to share this information with the board about Hacienda to make sure that the board is able to make the most informed decision.

**Board Discussion:**

- Questions if any other bidders were on the III FFC list

**Frailey** – Not that she is aware of

**Board Discussion:**

- Comments on how we used Hacienda for G.G. Rowell and had no issues
- Asks staff if they have heard of any other vendors having complaints like this

**McCarty** – Comments on not having heard of any other companies having complaints like this in her time here. Notes that Kenneth is the preferred installer by the vender BCI Burke

**Board Discussion:**

- Has concerns with going with a vendor r we have not used before
- Finds it interesting that BCI Burke has a preferred vendor for the equipment installation
- Questions the budget and being over
- Agrees that the next lowest bid is not over by much
- Questions if this is a behavior that is picking up with Hacienda
- Questions how long ago we worked with Hacienda
- Questions if III FFC is monitoring The Kenneth Company

**McCarty** – Confirms that March of 2017 was the last time we worked with Hacienda

**Frailey** – Confirms that the III FFC has been watching Hacienda for quite some time and that they are not presently watching The Kenneth Company.

**Gratch** – Suggest starting with making a motion for design to narrow down the options. If we are all in with design one we are over budget, if design two is selected we are under or right on budget.

**Board Discussion:**

- Confirms that the basketball courts are not being included

- Questions if Public Works can complete the basketball court

**McCarty-** Reminds the board that much of the feedback that came in today was in favor of alternates and not a specific playground design.

On motion Shaw/Tomacic move to approve design option number two for Central Park. 5-0, motion passed

**Gratch-** There are two companies that we could work with for chosen option two

**Board Discussion:**

- Concerns with what was presented earlier
- Leaning towards the preferred vendor

On motion Leberis/Shaw move to approve a Resolution to Award a Bid for the Installation of Playground Equipment and Implementation of Alternates 1, 2, and 3 at Central Park in the Amount of \$100,134.50 the Kenneth Company of Lemont, Illinois. 5-0, motion passed

**B. Approval of a Resolution Authorizing the Purchase of Central Park Playground Equipment from BCI Burke Company**

**McCarty-** Playground design option two was selected by the board in the last motion; this motion is the actual purchase of the equipment from Burke

On motion Tomacic/Shaw move to approve a Resolution to Purchase Playground Equipment for the Renovation of Central Park Playground through the National Intergovernmental purchasing Alliance Contract #R170301 from BCI Burke Company, LLC of Fond Du Lac, Wisconsin in the Amount of \$49,840.50. 5-0, motion passed

**C. Approval of an Ordinance Authorizing the Donation of Playground Equipment Owned by the Village of Lincolnwood**

**McCarty-** Staff have worked with Kids Around The World before to donate playground equipment removed to areas around the world. The organization comes in and removes the equipment for free

On motion Shaw/Leberis move to approve an Ordinance Authorizing the Donation of Playground Equipment Owned by the Village to Kids Around The World. 5-0, motion passed

**D. Approval of a Resolution to Close a Portion of Lincoln Ave. between Touhy and Pratt on Sunday November 19 from 7am – 11am for the 2017 Lincolnwood Turkey Trot**

**McCarty-** The 41<sup>st</sup> annual Turkey Trot is coming up on November 19, 2017. For the event Lincoln Ave. between Touhy and Pratt Ave. will need to be closed for the safety of our runners. This is a request that comes every year for this annual event.

On motion Tomacic/Shaw move to approve a Resolution to Close a Portion of Lincoln Avenue between Touhy and Pratt Avenue on Sunday, November 19, 2017 Between the hours of 7 a.m. to 11 a.m. for the Annual Turkey Trot Race

**E. Approval of a Request from the Chicago Memon Community Association to Hold a shelter Reservation for up to 350-400 People on Sunday, September 17, 2017 from 9am-6pm.**

**McCarty** –Request just came through for the Chicago Memon Community Association to rent out the shelter this weekend with an anticipated 400 in attendance. They do not think that there will be more than 300 onsite at any given time, but throughout the course of the day they anticipate reaching 400. The Touch –A-Truck event was just this past weekend with about 400 in attendance and we did not have any issues with the amount of people in the area.

**Board Discussion:**

- Questions if staff have enough time to prepare for such a large event

**McCarty-** Confirms staff should not have an issue preparing for the event

On motion Shaw/Gratch move to approve a Request from the Chicago Memon Community Association to Hold a Shelter Reservation for up to 350-400 People on Sunday, September 17, 2017 from 9am-6pm. 5-0, motion passed

**F. Discussion on Televising Park Board Meetings**

**Meyer-** Village Board is requesting feedback on having other committee and advisory meetings being televised. This would allow board members to watch what transpired at the meeting.

**Board Discussion:**

- Questions how many people watch the broadcasted meetings

- 

**Meyer-** Several hundred watch the Village Board meetings at any given time. We could also look at televising as needed if something larger would come up

**Board Discussion:**

- Likes the option as needed
- Questions if it is worth the cost of broadcasting, some meetings are very short
- Expresses concern of conversations being held back
- Agrees they understand the need, and would lean towards as needed

**CHAIRPERSON'S REPORT –**

**COMMISSIONERS' REPORTS –**

**DIRECTOR'S REPORT –**

**McCarty:**

- Officially welcome Maria Leberis
- Congratulations to staff year round and seasonal. Great summer with day camp numbers increasing over the past two seasons and pools sales increasing.
- Reminder that the ribbon cutting is on Friday for the Union Pacific trail
- Had a successful Touch a Truck event with approximately 400 people in attendance
- Reminder that Family Fun Fest is next weekend in Centennial Park
- Notes that she will be out of the office at the end of September attending the NRPA conference

**STAFF REPORTS**

- A. **SUPERINTENDENT OF RECREATION – GAMROTH**  
Provides updated Turkey Trot numbers: currently 125 registered
- B. **SUPERINTENDENT OF PARKS AND FACILITIES – RIMDZIUS**  
As noted in report
- 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 8:06 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:** September 19, 2017

**AGENDA ITEM NO:** 6

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of a Recommendation by the Plan Commission in Case #PC-06-17 Granting Approval of Residential Units as a Special Use and Variations related to Building Setback, Drive Aisle Width, Off-Street Parking Capacity, Off-Street Parking Location, and Parking Lot Perimeter Landscaping at 6733-6735 North Lincoln Avenue

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

Rebeka Hoxha, Property Owner of 6733-6735 North Lincoln Avenue, seeks approval for a Special Use and five Variations to allow the construction of a three-story, mixed-use project at 6733-6735 North Lincoln Avenue.

The project would include a showroom on the first floor, an office, and a two-bedroom residential unit on the second floor, and two residential units on the third floor (one one-bedroom unit and one two-bedroom unit). The residential units vary in size, but all comply with minimum area requirements. The subject property is within the B-1, Traditional Business District and the Mixed-Use Hub Overlay District. The following sections describe the relevant characteristics of the proposed development and the regulations which require Special Use approval or Variation.



*This request was tabled at the September 5, 2017 Village Board meeting at the request of the Petitioner.*

## **Special Use to Approve Residential Above First Floor Commercial**

In 2015, the Village Board adopted an Ordinance requiring Special Use approval for all residential development along Lincoln Avenue. Three residential units are proposed. One two-bedroom unit is proposed on the second floor (along with office space). The third floor includes a one-bedroom unit and a two-bedroom unit. The Zoning Code requires 1.5-off-street parking spaces for each residential unit above first floor commercial. The Zoning Code also states that any fraction of a required parking space .5 or less can be ignored. Therefore, for the three units a total of four off-street spaces are required ( $1.5 \times 3 = 4.5$ ; rounded down - 4 off-street spaces are required for the residential units).

## Variations

The proposed development requires the following Variation from the Village Zoning Ordinance:

### 1. Required Five-Foot Build-To Line Variation

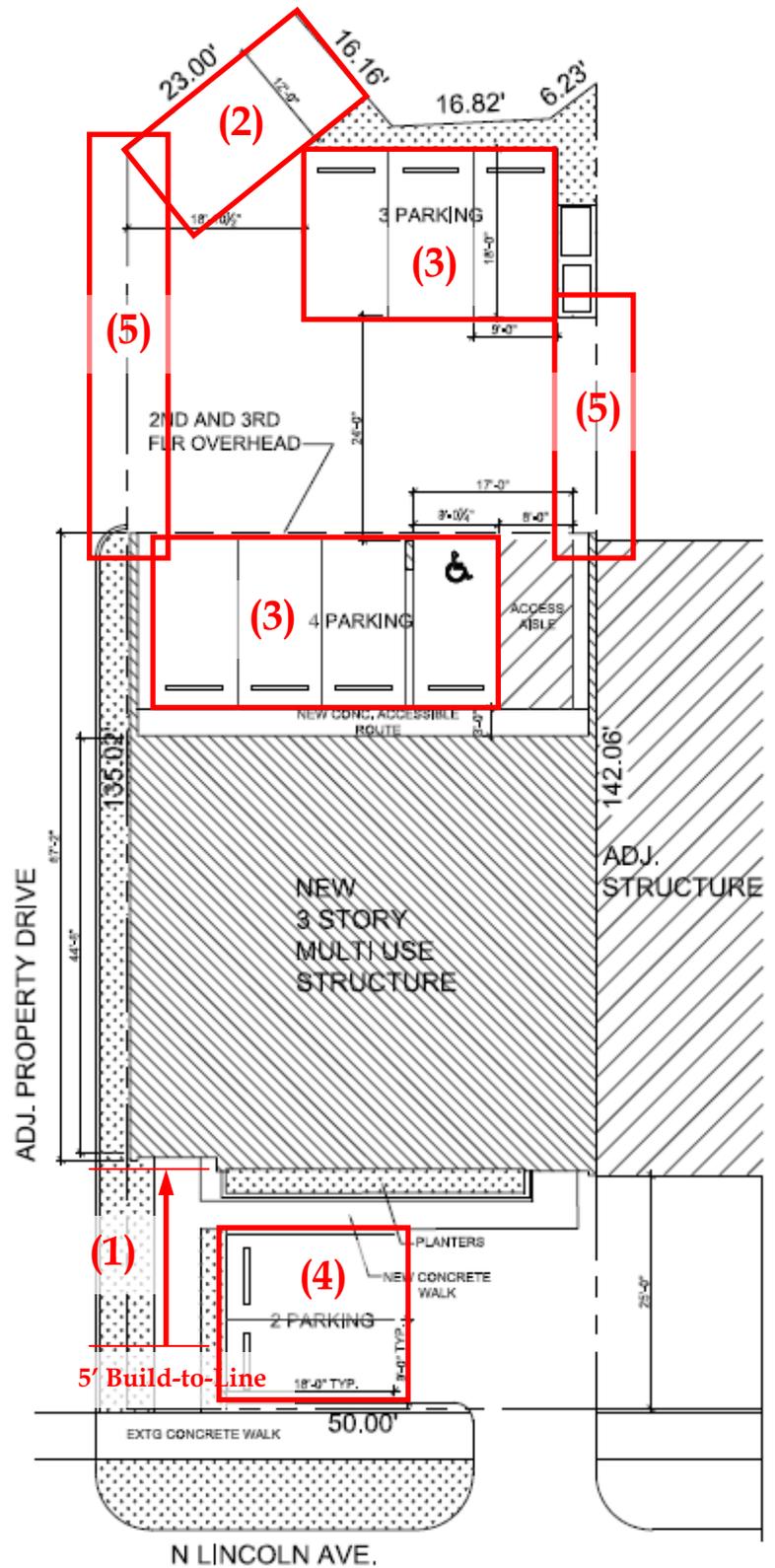
The Petitioner seeks approval to permit the construction of the new mixed-use building further back than the five-foot build-to line as required by the Additional Standards for Mixed-Use Section of the Zoning Code. The stated purpose of this build-to requirement is to locate buildings close to public sidewalks in an effort to create pedestrian-friendly development. The proposed building is to be set back 25 feet. Developments along Lincoln Avenue that have complied and incorporated these build-to standards include Meatheads, Oberweis, Walgreens, and the residential condominiums at 6521-6535 North Lincoln Avenue.

### 2. Drive Aisle Width Variation

The Petitioner seeks relief from the drive aisle width requirement of the Zoning Code in order to provide access from the adjacent parking lot serving 6717 North Lincoln Avenue. This drive aisle is located to the north edge of the property and provides access to the rear parking area. There is no other means of access to or from the rear parking area, so this drive aisle serves as a two-way drive. The proposed 12-foot width is less than the requirement drive aisle width of 24 feet for aisles configured with 90-degree parking.

### 3. Minimum Number of Off-Street Parking Spaces Variation:

As proposed, the Mixed-Use development includes a Furniture or Appliance Store Use, Office Use, and Dwellings Above First Floor Commercial. Based on these proposed uses above, the project is required to have fifteen off-street parking spaces.



Site Plan Showing the Location of requested Variations

Below are the requirements for each use.

*Furniture or appliance store: Seven spaces*

*Office, general or professional: Four spaces*

*Dwellings above first floor commercial: Four spaces*

The submitted site plan includes two parking spaces to the front of the building and seven parking spaces to the rear for a total of nine spaces. However, the seven spaces to the rear of the building are dependent upon access through the property at 6717 North Lincoln Avenue. The Petitioner was able to secure a License Agreement with the Property Owner at 6717 North Lincoln Avenue, but the agreement can be cancelled at any time by either party and does not provide for a permanent easement. Therefore, from a zoning perspective, the two spaces in front of the building represent the only qualifying off-street parking in the proposal. The Petitioner is requesting a Variation from the requirement for the remaining thirteen off-street spaces. (Discussions related to this specific request are outlined in the *Public Hearing* section of this report.)

It should be noted that on-street parking is limited on north side of the 6700 block of Lincoln Avenue due to the placement of commercial curb cuts and fire hydrants. Village staff estimates that the current condition allows for one on-street parking space on the block, while the proposed redevelopment may result in one additional on-street space.

#### 4. Off-Street Parking Location Variation

Section 8.10 of the Zoning Code permits off-street parking in any yard except a front yard and a yard abutting a street. As proposed, there are two off-street parking spaces between Lincoln Avenue and the new mixed-use building in the front yard. The site plan on the previous page includes a highlighted area #4 where off-street parking is prohibited. The majority of the off-street parking will be provided to the rear of the building which complies with the Zoning Code.

#### 5. Off-Street Parking Perimeter Landscape Variation

The Petitioner seeks approval to waive the eight-foot required width of perimeter landscaping along the side lot lines of the rear off-street parking area. The new off-street parking area does not include any perimeter landscape area. The site plan on the previous page includes a highlighted area #5 that indicates the location of the requested Variation to permit less than the required eight-foot perimeter landscape area and screening. The proposed parking area does not include the required screening that is planted within the perimeter landscape area as per Section 6.14(1)b. Four of the seven total spaces are not subject to this regulation as they are located below the upper floors of the proposed building.

(It should be noted that the original request by the Petitioner included a Variation from the requirement that an eight-foot masonry wall be constructed along the rear property line. However, the Plan Commission deemed that this is not required because the adjacent lot is used as parking for a commercial property. The Commission also stated that, if the existing parking lot north of the subject property should be redeveloped with a residential use, the Petitioner would be required to install an eight-foot masonry fence at that time.)

### **Public Hearing**

The Plan Commission considered the Special Use and Variations request at its June 7, 2017 meeting. The case was then continued to the July 5, 2017 meeting, but due to the absence of the Petitioner, it was continued again to the August 2, 2017 meeting. It should be noted that Commissioner Auerbach recused herself from the Plan Commission and spoke on behalf of the Petitioner, as she is the Architect of record for the proposed development.

During various hearings, Chairman Yohanna swore in the Petitioner, Rebeka Hoxha, 3420 West North Shore Avenue, Lincolnwood, Illinois, Sue Auerbach, Project Architect, and Mr. Allen Perl of Perl & Goodsnyder, attorney for the Petitioners.

Throughout the course of discussions related to this case, the Plan Commission generally agreed and stated on several occasions that they feel this is a good project for the Village. They also stated that, due to the configuration and size of the property, they feel there is adequate grounds for the granting of the requested Special Use and Variations related to the required five-foot build-to-line, drive aisle width, off-street parking location, and off-street parking perimeter landscaping based on a demonstrated hardship and standards included in the Zoning Ordinance. The vast majority of discussion regarding the request for the Variation related to off-street parking capacity and access to the spaces shown on the proposed development plan.

(It should be noted that the original Variation request related to off-street parking was for relief from six parking spaces, based on the assumption that all nine spaces shown on the proposed site plan would qualify as permitted off-street parking spaces. However, based on the potentially temporary nature of the license agreement between the Petitioner and the property owner of 6716 North Lincoln Avenue, the Plan Commission deemed that the seven spaces located behind the building would not qualify. Therefore the Variation request was changed to seek relief from thirteen required parking spaces.)

Chairman Yohanna stated that he is not comfortable permitting the seven parking spaces in the rear of the property to be counted toward the parking requirement since there is no assurance that they will be there permanently. Ms. Hoxha stated that the plat of survey shows a ten-foot easement and a vacated alley and that she had hoped that would provide some means of access to her property. Chairman Yohanna stated the Village Code requires an easement to be permanent, and, if there is no easement, they cannot get the parking to the rear of the property. In the August 2, 2017 hearing, Village staff confirmed that the easement is for utility maintenance and does not provide for any access to the subject property.

Commissioner Novoselsky asked if the site could be accessed from Grossingers to the north. Ms. Hoxha stated that both Grossinger and Great Beijing granted verbal permission to use their parking lots to access the rear parking in question, but neither was willing to pursue a permanent easement agreement and encumber their properties in the future. Chairman Yohanna stated the Village has been steadfast that dedicated parking be required.

Throughout the course of discussions, Ms. Hoxha stated that she has explored several potential avenues for meeting the off-street parking requirement, but has been unable to secure the necessary legal agreements. These options included:

- Permanent access easements granted by either 6717 North Lincoln Avenue (Great Beijing Restaurant) or 6747 North Lincoln Avenue (Grossinger);
- Permanent shared parking agreements with adjacent property owners;



**Existing Parking Lot Entrance from Harding Avenue to 6717 North Lincoln Avenue (Great Beijing Restaurant)**

- Legal interpretation of the existing easement to be used for access to the subject property; and
- The potential purchase of adjacent property.

There was discussion between Mr. Perl and the Commissioners regarding the legality of using the easement for access. Commissioner Novoselsky asked Mr. Perl if the property owners are willing to go forward with this project without a licensing agreement from the adjacent property owners for access. Ms. Auerbach replied that the property owners are asking to move forward with two parking spaces in front and the rest as public parking. (It was clarified that the request from the Petitioner is not to have any on-street spaces designated as parking for the proposed development.) The building plan would stay the same and would utilize Great Beijing's parking lot for rear access as they have done in the past. Commissioner Novoselsky stated that he believes the property is unusable without a parking Variation.

At both the June 7, 2017 and August 2, 2017 hearings, Chairman Yohanna asked if anyone in the audience would like to address the Plan Commission regarding this issue. No one came forward.

### **Plan Commission Recommendation**

Based on the discussions that took place and evidence presented during the June 7, 2017 and August 2, 2017 Plan Commission Public Hearings, the Plan Commission generally agreed that the subject property faces significant challenges to redevelopment if the Petitioner is required to comply with Village regulations. The Plan Commission also generally agreed that the standards for a Variation have been met.

As a result, a motion was made to approve the Special Use and Variations enumerated below. The motion passed by a vote of 5-1. The dissenting vote was cast by Chairman Yohanna, who expressed concerns related to the temporary nature of the license agreement providing access to the rear parking areas and the long-term viability of the property should access to those spaces be eliminated.

### Requested Zoning Actions

The Petitioner's request includes approvals of the following zoning actions:

1. Special Use to allow residential units above a ground floor commercial use in the B-1, Traditional Business District and Mixed Use Hub Overlay District;
2. Variation to permit a 25-foot front building setback instead of meeting the required 5-foot build-to-line along the front property line;
3. Variation to permit a 12-foot wide two-way drive aisle instead of providing the required 24-foot wide two-way drive aisle in the rear portion of the property;
4. Variation to permit two off-street parking spaces instead of the required 15 off-street parking spaces for the uses identified in the development plan;
5. Variation to permit off-street parking in the front yard of the Mixed Use Hub Overlay District; and
6. Variation from the required eight-foot wide parking lot perimeter landscaping along the side lot lines of the rear parking area.

### FINANCIAL IMPACT:

None

**DOCUMENTS ATTACHED:**

1. June 7, 2017 Plan Commission Minutes Excerpt
2. August 2, 2017 Plan Commission Minutes Excerpt (Draft)
3. June 7, 2017 Staff Report to the Plan Commission
4. August 2, 2017 Memorandum of Updated Information
5. Public Hearing Variation Application
6. Site and Architectural Design Plans
7. License Agreement Providing Access from 6717 North Lincoln Avenue
8. Village Board Meeting PowerPoint Presentation

**RECOMMENDED MOTION:**

**Move to concur** with the recommendation of the Plan Commission in Case #PC-06-17 granting approval of residential units as a Special Use and Variations related to building setback, drive aisle width, off-street parking capacity, off-street parking location, and parking lot perimeter landscaping at 6733-6735 North Lincoln Avenue and to direct the Village Attorney to prepare an Ordinance for adoption consistent with this concurrence.



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

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

**MEMBERS PRESENT:**

Chairman Mark Yohanna  
Suzanne Auerbach  
Adi Kohn  
Henry Novoselsky  
Anthony Pauletto  
Don Sampen

**MEMBERS ABSENT:**

Steven Jakubowski

**STAFF PRESENT:**

Doug Hammel, AICP, Community Development Manager  
Kathryn Kasprzyk, Community Development Coordinator

**I. Call to Order**

Chairman Yohanna welcomed the two new members of the Plan Commission, Suzanne Auerbach, a previous Plan Commission member, and Adi Kohn. Chairman Yohanna noted a quorum of six members and called the meeting to order at 7:00 p.m.

**II. Pledge of Allegiance**

**III. Approval of Minutes**

**Motion to approve** the May 3, 2017 Plan Commission Minutes was made by Commissioner Pauletto and seconded by Commissioner Novoselsky.

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

**Nay: None**

**Abstained: Auerbach and Kohn**

**Motion Approved: 4-0**

**IV. Case #PC-07-17: 7300 North Cicero Avenue – Special Use for a Trade School**

Chairman Yohanna stated that this case will be heard first due to the anticipated length of the other agenda item and announced Case #PC-07-17 for consideration of a Special Use to allow for a Trade School in the O, Office District at 7300 North Cicero Avenue.

Development Manager Hammel stated that the Petitioner notified him earlier in the week that he would not be present. Chairman Yohanna said the Plan Commission should not proceed until the Petitioner appears in person and presents sworn testimony. The Petitioner's absence prevents the Plan Commission from asking questions which would be appropriate and necessary.

Commissioner Sampen added that the Plan Commission could hear staff's presentation and make a recommendation with the understanding that the representations made are correct and would be in effect.

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 continue** to the July 5, 2017 Plan Commission meeting was made by Commissioner Novoselsky and seconded by Commissioner Pauletto.

**Aye: Novoselsky, Pauletto, Auerbach, Kohn, and Yohanna**

**Nay: None**

**Abstained: Sampen**

**Motion Approved: 5-0**

**V. Case #PC-06-17: 6733-6735 North Lincoln Avenue – Special Use and Variations for a Mixed-Use Project in the B-1, Traditional Business District And Mixed-Use Hub Overlay**

Chairman Yohanna announced Case #PC-06-17 for consideration of a Special Use to allow residential units above a commercial use with six Variations. Commissioner Auerbach recused herself from the panel as she is the architect for the project and assisting in the presentation on behalf of the Petitioner. Commissioner Kohn acknowledged that she worked on this project previously but no longer is involved with Commissioner Auerbach or this project. Commissioner Kohn stated that she can be fair and impartial.

Development Manager Hammel presented the requested Special Use and Variations for a proposed three-story mixed-use development in the B-1, Traditional Business District and Mixed-Hub Overlay. Presented for review were street view and rear access photographs, survey, and site plan.

The Special Use request is to allow residential units above first floor commercial. The project includes three units with one two-bedroom unit and office space on the second floor and a one-bedroom and a two-bedroom unit on the third floor.

Development Manager Hammel outlined the following requested Variations:

1. Variation approval to permit the new mixed-use building to be set back greater than the required five-foot build-to line, as the building is proposed to be set back 25 feet;
2. Variation approval to permit a drive aisle functioning as a two-way drive aisle to be less than the minimum width of 24 feet, as the proposed width is 12 feet;
3. Variation approval to permit less than the minimum required number of 15 off-street parking spaces, as the proposal calls for only 9 off-street spaces;
4. Variation approval to permit the location of off-street parking to the front of the proposed building, as the proposal calls for two spaces in front of the building;
5. Variation approval to permit less than the required eight-foot perimeter landscape for the parking area, as the proposal calls for no such landscaping and screening; and
6. Variation approval to permit a six-foot masonry wall as screening between zoning districts rather than the required eight-foot masonry wall.

An important consideration is a licensing agreement with the owners of 6717 North Lincoln Avenue (Great Beijing) in order to access the rear of the building through their parking lot. This licensing agreement does not establish an access easement and may be terminated at will by either party.

Chairman Yohanna swore in the Petitioner, Rebeka Hoxha, 3420 West North Shore Avenue, Lincolnwood, Illinois, and Sue Auerbach.

Chairman Yohanna said that the problem with this site is how parking is accessed and added that if the parking cannot be claimed permanently, you cannot claim it. The site can be accessed now, but the future is unclear.

Ms. Hoxha stated that the plat of survey shows a ten-foot easement and a vacated alley. Ms. Hoxha explained that she has been working with her attorney to find out what kind of easement is shown but, unfortunately, they have been unable to find any clarification. Chairman Yohanna stated the Village Code requires an easement to be permanent, and, if there is no easement, they cannot get the parking to the rear of the property.

Ms. Auerbach explained the difficulty in building on this lot and is trying to figure out the best way to utilize it. Commissioner Pauletto stated he would like to see this lot developed, and the Village should do everything possible to help get this project underway. Commissioner Sampen and Chairman Yohanna agreed with Commissioner Pauletto but said no approval should be granted until the licensing agreement issue is resolved.

Commissioner Novoselsky asked if the site could be accessed from Grossingers to the north. Grossinger and Great Beijing verbally assured them they may use their parking lot for access as they would like to see this lot developed. Unfortunately, they were not willing to pursue an easement agreement as they both did not want to put anything in writing to encumber their properties.

A lengthy discussion ensued regarding whether vacation of an alley is considered an easement and whether or not the Petitioner can use the easement for ingress and egress. It is unclear to the Plan Commission whether the easement is for Village utilities, access to private properties, or some other purpose. Development Manager Hammel stated he would do additional research as to the nature of this easement.

Ms. Hoxha was asked where the tenants would park if access was denied to the rear of the lot. Development Manager Hammel stated the Village Code requires off-street multi-family residential parking to be within a walking distance of 300 feet and require lot parking with a formal agreement with the property owner. The Petitioner believes there is enough street parking to serve tenants, but Development Manager Hammel clarified that, according to the Village Code, on-street spaces cannot be used to meet the zoning requirement.

Ms. Auerbach asked the Plan Commission if the Petitioner could amend their request to add an off-street parking Variation to only include the two parking spaces in the front. The building plan would stay the same and would utilize Great Beijing's parking lot for rear access as they have done in the past. Commissioner Novoselsky believes the property is unusable without a parking Variation. Commissioner Novoselsky also believes that the easement is to provide ingress and egress to a land-locked parcel. Development Manager Hammel stated that the location of the easement has not been preserved for access.

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 continue** to the July 5, 2017 Plan Commission was made by Commissioner Novoselsky and seconded by Commissioner Sampen.

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

**Nay: None**

**Motion Approved: 5-0**

## **VI. Other Business**

No other business was discussed.

## **VII. Next Meeting**

The next meeting of the Plan Commission is scheduled for Wednesday, July 5, 2017.

**VIII. Adjournment**

**Motion to adjourn** was made by Commissioner Pauletto and seconded by Commissioner Sampen.  
Meeting adjourned at 8:37 p.m.

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

**Nay: None**

**Motion Approved: 5-0**

Respectfully submitted,

Kathryn M. Kasprzyk  
Community Development Coordinator



**DRAFT MEETING MINUTES  
OF THE  
PLAN COMMISSION  
AUGUST 2, 2017 – 7:00 P.M.**

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

**MEMBERS PRESENT:**

Chairman Mark Yohanna  
Sue Auerbach  
Steven Jakubowski  
Adi Kohn  
Henry Novoselsky  
Anthony Pauletto  
Don Sampen

**MEMBERS ABSENT:**

**STAFF PRESENT:**

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

**I. Call to Order**

Chairman Yohanna noted a quorum of seven members and called the meeting to order at 7:03 p.m.

**II. Pledge of Allegiance**

**III. Approval of Minutes**

**Motion to approve** the July 5, 2017 Plan Commission Minutes was made by Commissioner Sampen and seconded by Commissioner Novoselsky.

**Aye: Sampen, Novoselsky, Auerbach, Kohn, and Pauletto**

**Nay: None**

**Abstained: Jakubowski and Yohanna**

**Motion Approved: 5-0**

Chairman Yohanna recommended that Case #PC-12-17 – 6755 North Cicero Avenue be heard first, to which there was no disagreement by the Plan Commission.

**IV. Case #PC-12-17: 6755 North Cicero Avenue – Amendment to Approved Special Use Permits and Approval of New Variations Related to the Required Landscape Setback and Screening Area Between Zoning Districts**

Chairman Yohanna announced Case #PC-12-17 for consideration to amend previously-approved Special Use permits and for two new Variations to allow a six-foot-tall wood fence in place of an eight-foot-tall masonry wall as an alternative to meeting the minimum ten-foot-wide landscape setback and screening area between commercial and residential zoning districts; and a landscape setback and screening area that is five feet in width to contain a single row of densely-planted landscaping rather than the required double row in a ten-foot-wide landscape setback and screening area between commercial and residential zoning districts. Chairman Yohanna swore in Mr. Ken Nyenhuis, Vice President of Northern Builders and General Contractor for the Stefani Osteria & Bar.

Development Director McNellis stated the Petitioner is requesting two Variations to replace the previously-approved eight-foot-tall masonry screening wall with a combination of a six-foot-tall wood fence and six-foot-tall evergreens. The Petitioner recently met with the impacted property owners and have since revised their proposal to include an eight-foot-tall wood fence along the east property line, from the southeast corner of Stefani's lot, north to the front façade of the home at 4741 West Pratt Avenue, along with six-foot-tall columnar Arborvitae's along the entire east property line. Aerial views of the four affected properties (4741 West Pratt Avenue, 6742 West Keating Avenue, 6738 West Keating Avenue, and 6730 West Keating Avenue) were shown for review and discussion.

The first Variation is for an eight-foot-tall wood fence versus an eight-foot masonry wall within a five-foot landscape setback area. The Village prefers masonry walls because they are durable and typically maintenance free. The second Variation is for the landscape setback width/density. A ten-foot landscaped setback is required, whereas the Petitioner is requesting a five-foot-wide landscape area without the required double hedge row. The only area affected by this Variation is a 36-foot area in front of the home at 4741 West Pratt Avenue, from the front plane of that home, north a total of 36' to the North property line..

Development Director McNellis restated the staff-recommended Conditions to increase the height of the wood fence to eight-feet tall and to increase the height of the proposed evergreen trees to eight-feet tall at the time of planting. He noted the fence height increase was now being proposed as part of the revised plan. The eight-foot evergreen tree height would only apply to the above-mentioned 36-foot area adjacent to 4741 West Pratt Avenue.

Mr. Nyenhuis reviewed photographs of the residential rear yards adjacent to Stefani's property and noted the impact a masonry wall would have on these neighbors. Mr.

Nyenhuis stated the four affected neighbors do not want the masonry wall as it would require the removal of their existing hedges and entail disruption from the wall construction. Two of the four homeowners were in attendance and confirmed they preferred a wood fence instead of a masonry wall.

Commissioner Auerbach stated she would like to see the masonry wall built so as to screen the neighbors from animals. Chairman Yohanna swore in property owner, Mr. Phil Stefani. Mr. Stefani said the garbage enclosure would be in the service yard (behind the restaurant) and would be enclosed on all sides and sealed with a metal lid.

There was discussion regarding the viability of planting eight-foot evergreens versus six-foot evergreens. Mr. Nyenhuis and Development Director McNellis agreed that larger evergreens tend to fail at a higher rate due to shock and the size of the root ball. Village Code requires that evergreens be six-feet tall at the time of planting.

Chairman Yohanna asked if a composite material would be a more attractive and easier to maintain type of fence and stated he is opposed to the idea of a wood fence as they are not durable and need regular maintenance. There was much discussion regarding the type of fence material, other than wood, that should be considered. Mr. Nyenhuis replied the fence will be between two rows of evergreens so the fence will not even be visible once the evergreens are grown in. Commissioner Sampen agreed with Commissioner Jakubowski that the residents and owner are satisfied with the proposed wood fence and are confident that Mr. Stefani will maintain the fence.

Development Director McNellis stated that if the Plan Commission was considering a motion, it should take into consideration if the Variation Standards have been met. Commissioner Novoselsky stated the hardship is on the neighbors, which would justify granting the Variations. Commissioner Auerbach understood the hardship regarding installing a masonry wall, but is not committed to a wood fence.

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

**Motion to recommend approval** of amendments to the approved Special Uses and two new Variations to permit an eight-foot-tall wood fence and six-foot-tall evergreens along the entire east property line of 6755 N. Cicero Avenue, except adjacent to the area in front of the front plane of 4741 West Pratt Avenue which will consist only of eight-foot-tall evergreens, was made by Commissioner Pauletto and seconded by Commissioner Novoselsky. Commissioner Pauletto read the Special Use Standards into the record, and stated he believed the hardship standards had been met. The Plan Commission agreed these Standards have been met. Case #PC-12-17 will be heard at the August 15, 2017 meeting of the Village Board.

**Aye: Jakubowski, Novoselsky, Pauletto, and Sampen**  
**Nay: Auerbach, Kohn, and Yohanna**  
**Motion Approved: 4-3**

Commissioner Jakubowski asked the “Nay” voters if they could state why they did not support the proposal, to which Chairman Yohanna stated he could not agree with wood as the fence material, and Commissioner Auerbach stated she had concerns about the garbage enclosure and rodents getting under a wood fence.

**DRAFT**

**V. Case #PC-06-17: 6733-6735 North Lincoln Avenue – Special Use and Variations for a Mixed-Use Project in the B-1, Traditional Business District and Mixed-Use Hub Overlay**

Commissioner Auerbach recused herself from the Plan Commission panel as she is the architect of record.

Chairman Yohanna announced Case #PC-06-17 for consideration of a Special Use to allow residential units above a commercial use and six Variations to permit a new mixed-use building to be set back greater than required five-foot build-to line; a drive aisle functioning as a two-way drive aisle to be less than the minimum width; less than the minimum required number of off-street parking spaces; the location of off-street parking to the front of the proposed building; less than the required eight-foot perimeter landscape for the parking area; and a six-foot masonry wall as screening between zoning districts rather than the required eight-foot masonry wall.

Case #PC-06-17 was continued, without discussion, at the July 5, 2017 meeting and was originally heard on June 7, 2017.

Chairman Yohanna swore in Mr. Allen Perl of Perl & Goodsnyder, attorney for the Petitioners. Commissioner Auerbach and Ed and Rebeka Hoxha, property owners, were previously sworn in.

Development Director McNellis restated the Requested Action for the Special Use and six Variations which include the following: a Special Use to permit residential units above first floor commercial; a Variation to permit the new mixed-use building to be set back greater than required five-foot build-to line; a Variation to permit a drive aisle functioning as a two-way drive aisle to be less than the minimum width; a Variation to permit less than the minimum required number of off-street parking spaces; a Variation to permit the location of off-street parking to the front of the proposed building; a Variation to permit less than the required eight-foot perimeter landscape for the parking area; and a Variation to permit a six-foot masonry wall as screening between zoning districts rather than the required eight-foot masonry wall.

A key consideration is the parking area that includes seven parking spaces which can only be accessed from neighboring properties. There is a licensing agreement with the property owner at 6747 North Lincoln Avenue (Great Beijing), but this agreement can be terminated at any time. The property owners have had discussions with both neighboring

properties to provide access from their property, but are unwilling to formalize an agreement.

The utility easement in question was an alley that was vacated in 1962. It was determined that this is a utility easement only and not for vehicular access. This utility easement does not provide for physical access to the subject property, and the Village cannot force cooperation from the adjacent properties for access.

Potential actions by the Village could be to consider regulatory relief for seven rear parking spaces lacking permanent access and to consider special permission to count on-street spaces on Harding Avenue toward the parking requirement which would result in only two legal parking spaces. This action would grant relief of 13 parking spaces. If access is eliminated, several residential and/or office/commercial uses will be left without parking. If access is eliminated, this action could impact residential parking on Harding Avenue and other business parking near Lincoln Avenue. Chairman Yohanna stated the Village has been steadfast that dedicated parking be required.

Potential actions by the Petitioner include modifying the initial design concept to allow viable access from Lincoln Avenue, continue to pursue an access agreement with the adjacent property owners, or pursue additional property acquisition to create a more viable project site.

There was discussion between Mr. Perl and the Commissioners regarding the legality of using the easement for access. Commissioner Novoselsky asked Mr. Perl if the property owners are willing to go forward with this project without a licensing agreement from the adjacent property owners for access or are the property owners asking the Village for relief or permission now to count on-street parking spaces on Harding Avenue toward their parking requirement. Ms. Auerbach replied that the property owners are asking to move forward with two parking spaces in front and the rest as public parking. There was much discussion whether on-street parking could be included as "public" parking and if the same principal applies to public parking lots versus public street parking.

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

Development Director McNellis again stated that any recommendation to approve this proposal should take into consideration the Variation Standards. The Plan Commissioners have agreed that the Standards have been met. Case #PC-06-17 will be heard at the August 15, 2017 meeting of the Village Board.

**Motion to recommend approval** of a Special Use to allow residential units above a commercial use and Variations to permit a new mixed-use building to be set back greater than required five-foot build-to line; a drive aisle functioning as a two-way drive aisle to be less than the minimum width; less than the minimum required number of off-street parking spaces; the location of off-street parking to the front of the proposed building; and less than the required eight-foot perimeter landscape for the parking area. The Variation for the six-foot masonry wall has been removed from consideration. But if, at any time, residential

uses are built adjacent to the property, the eight-foot masonry wall must be erected. The motion includes two parking spaces instead of the required fifteen spaces, but the property owner will build seven spaces in the rear of the building.

**Aye: Pauletto, Novoselsky, Jakubowski, Kohn, and Sampen**

**Nay: Yohanna**

**Abstained: Auerbach**

**Motion Approved: 5-1**

**VI. Case #PC-10-17: Zoning Code Text Amendment – Natural Screening on Residential Properties**

Chairman Yohanna announced Case #PC-10-17 for consideration of a Zoning Code Text Amendment to modify the permissibility and requirements for Natural Screening on residential properties and adjacent Natural Screening defined as a Special Fence due to its location on public rights-of-way and utility easements.

Development Director McNellis stated that further information is required and requested Case #PC-10-17 be continued, without discussion.

**Motion to recommend** approval to continue Case #PC-10-17, without discussion, was made by Commission Sampen and seconded by Commissioner Pauletto.

**Aye: Sampen, Pauletto, Auerbach, Jakubowski, Kohn, Novoselsky, and Yohanna**

**Nay: None**

**Motion Approved: 7-0**

**VII. Case #PC-11-17: Zoning Code Text Amendment – West Devon Avenue Manufacturing/ Business Retail Overlay Zone**

Chairman Yohanna announced Case #PC-11-17 for consideration of a Zoning Code Text Amendment to permit establishment of a Retail Overlay Zone over M-B zoned properties between West Devon Avenue, North Lincoln Avenue, and the former Union Pacific property (also known as the Lincolnwood Union Pacific Recreation Path).

Development Manager McNellis restated the positive impacts of the Retail Overlay Zone. The Plan Commission previously recommended approval of a Zoning Map Amendment to establish a Retail Overlay Zone over M-B zoned properties between West Devon Avenue, North Lincoln Avenue, and the Village's Union Pacific Recreation Path at the July 5, 2017 meeting. Such an Overlay Zone would add the permissibility of B2 uses without requiring a Rezoning. Further action was required as the Village attorney brought to staff's attention that existing language describing the M-B Retail Overlay Zone prohibits Retail Overlay Zones anywhere other than M-B zoned property on Touhy Avenue. A text amendment is needed to essentially remove the words "and in the vicinity of Touhy Avenue".

**Motion to recommend approval** for a Zoning Code Text Amendment for the West Devon Avenue Manufacturing/Business Retail Overlay Zone was made by Commissioner Sampen and seconded by Commissioner Auerbach. Case #PC-11-17 will be heard at the August 15, 2017 meeting of the Village Board.

**Aye: Sampen, Auerbach, Jakubowski, Kohn, Pauletto, Sampen, and Yohanna**

**Nay: None**

**Motion Approved: 7-0**

**VIII. Other Business**

Commissioner Jakubowski suggested the Plan Commission ask the Village Board to recommend the masonry wall requirement be reviewed to determine if it is still meeting its goals. No other Plan Commissioner responded to this recommendation.

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, September 6, 2017.

**VII. Adjournment**

**Motion to adjourn** was made by Commissioner Sampen and seconded by Commissioner Pauletto. Meeting adjourned at 8:40 p.m.

**Aye: Sampen, Pauletto, Auerbach, Jakubowski, Kohn, Novoselsky, and Yohanna**

**Nay: None**

**Motion Approved: 7-0**

Respectfully submitted,

Kathryn M. Kasprzyk  
Community Development Coordinator



# Plan Commission Staff Report

Case #PC-06-17

June 7, 2017

**Subject Property:**

6733-6735 North Lincoln Avenue

**Zoning District:**

B-1, Tradition Business District and Mixed-Use Hub

**Petitioner:**

Rebeka Hoxha, Property Owner

**Nature of Request:** Petitioner seeks to demolish the existing structure at 6733-6735 North Lincoln Avenue and construct a new mixed-use structure and off-street parking area.



**Requested Action:**

**Special Use:** Permit Residential Units Above First Floor Commercial

**Variations:**

1. Variation approval to permit the new mixed-use building to be set back greater than required five-foot build-to line;
2. Variation approval to permit a drive aisle functioning as a two-way drive aisle to be less than the minimum width;
3. Variation approval to permit less than the minimum required number of off-street parking spaces;
4. Variation approval to permit the location of off-street parking to the front of the proposed building;
5. Variation approval to permit less than the required eight-foot perimeter landscape for the parking area; and
6. Variation approval to permit a six-foot masonry wall as screening between zoning districts rather than the required eight-foot masonry wall.

**Notification:** Notice in Lincolnwood Review dated May 15, 2017, Public Hearing Sign Installed at 6733-6735 North Lincoln Avenue, and Mailed Legal Notices Dated May 15, 2017 to Properties within 250 Feet.

### **Summary of Request**

Rebeka Hoxha, Property Owner of 6733-6735 North Lincoln Avenue, seeks to demolish the existing building on the property and to construct a three-story commercial/residential building with a showroom on the first floor, an office, and a two-bedroom residential unit on the second floor, and two residential units on the third floor (one one-bedroom unit and one two-bedroom unit). The residential units vary in size, but all comply with minimum area requirements. The subject property is within the B-1, Traditional Business District and the Mixed Use Hub Overlay District.

Currently, a one-story building with parking directly accessed from Lincoln Avenue is located at the property. The building includes two tenant spaces which are both currently unoccupied. The property includes overhead doors to the rear of the building which are accessed by a blacktop area across several pieces of property. At one time the area to the rear was accessed by a public alley. This alley was vacated on July 19, 1962.

Two parking spaces in front of the proposed three-story mixed use building would be accessed from Lincoln Avenue. Seven additional rear parking spaces would be accessed at the north end of the subject property from the adjacent parking lot operated by 6717 North Lincoln Avenue. The License Agreement expressing permission for this access is provided as an attachment to this report. It should be noted that the License Agreement provided stipulates that the agreement can be terminated at any point in time and does not provide for a permanent access easement for the Petitioner.

The proposed building would be constructed with a zero side yard setback which is permitted under the Zoning Code. The proposed plan includes a transition area to the rear including a six-foot masonry screening wall.

The Petitioner seeks the approvals necessary to permit the proposed redevelopment of the property at 6733-6735 North Lincoln Avenue. These approvals include: 1) a Special Use Approval to Permit Residential Use; and 2) six Variations.

The Village of Lincolnwood, through Home Rule authority, has created a process in which the Plan Commission considers zoning Variations when requested along with Special Use requests. This is intended to streamline the hearing process for the benefit of the applicant.

### **Special Use to Approve Residential Above First Floor Commercial**

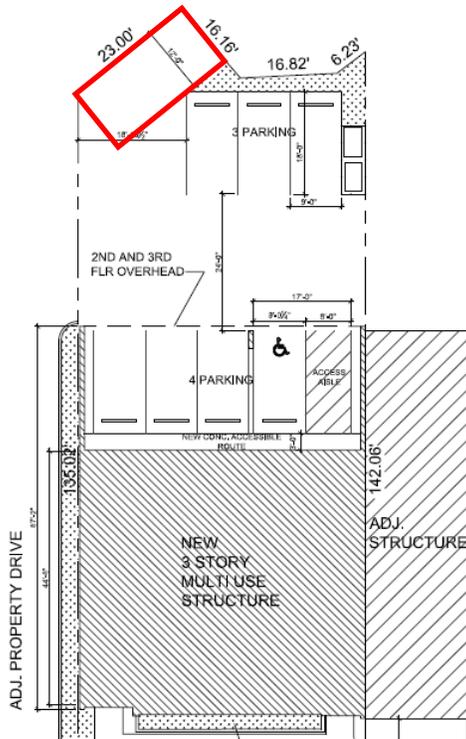
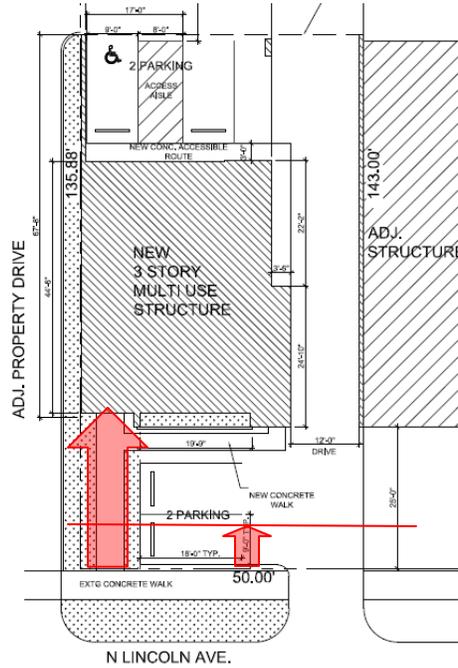
In 2015, the Village Board adopted an Ordinance requiring Special Use approval for all residential development along Lincoln Avenue. Three residential units are proposed. One two-bedroom unit is proposed on the second floor (along with office space). The third floor includes a one-bedroom unit and a two-bedroom unit. The Zoning Code requires 1.5 off-street parking spaces for each residential unit above first floor commercial. The Zoning Code also states that any fraction of a required parking space .5 or less can be ignored. Therefore, for the three units a total of 4 off-street spaces are required ( $1.5 \times 3 = 4.5$ ; Rounded down – 4 off-street spaces are required for the residential units).

**Variations**

The Petitioner also seeks certain Variations needed in order to redevelop the property. Below is a summary of the requested Variations.

Required Five-Foot Build-To Line Variation: The Petitioner seeks approval to permit the construction of the new mixed-use building beyond the required five-foot build-to line as required by the Additional Standards for Mixed-Use Section of the Zoning Code. The stated purpose of this build-to requirement is to locate buildings close to public sidewalks in an effort to create pedestrian friendly development. The proposed building is to be set back 25 feet.

Developments along Lincoln Avenue that have complied and incorporated these build-to standards include Meatheads, Oberweis, Walgreens, and the residential condominiums at 6521-6535 North Lincoln Avenue.



Drive Aisle Width Variation: The Petitioner seeks relief from the drive aisle width requirement of the Zoning Code in order to provide access from the adjacent parking lot serving 6717 North Lincoln Avenue. This drive aisle located to the north edge of the property and provides access to the rear parking area. There is no other means of access to or from the rear parking area, so this drive aisle serves as a two-way drive. The proposed 12-foot width is less than the requirement drive aisle width for 90-degree parking of 24 feet.

This condition raises ingress/egress safety concerns as this access point can accommodate only one vehicle at a time. The layout of the parking area creates some additional potential for conflict of vehicle movements, especially since the remainder of the north property line is proposed to have a six-foot-tall masonry wall that would limit visibility as motorists approach the drive from either direction.

Minimum Number of Off-Street Parking Spaces Variation:

The Zoning Code requires minimum off-street parking spaces for uses within the Village. As proposed, the Mixed-Use development includes a Furniture or Appliance Store Use, Office Use, and Dwellings Above First Floor Commercial. Below are the off-street parking requirements for each of these uses:

- Furniture or appliance store: 2.5 spaces per 1,000 square feet of gross floor area*
- Office, general or professional: 3 spaces per 1,000 square feet of gross floor area*
- Dwellings above first floor commercial: 1.5 spaces for each dwelling*

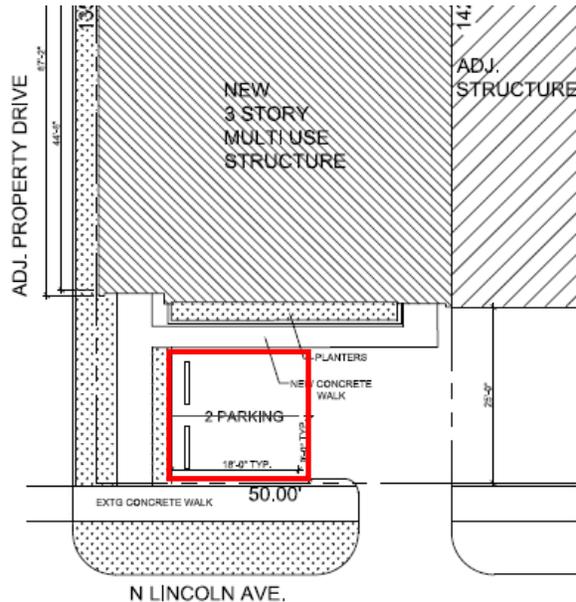
Based on the above, the project is required to have 15 off-street parking spaces (below are the requirements for each use).

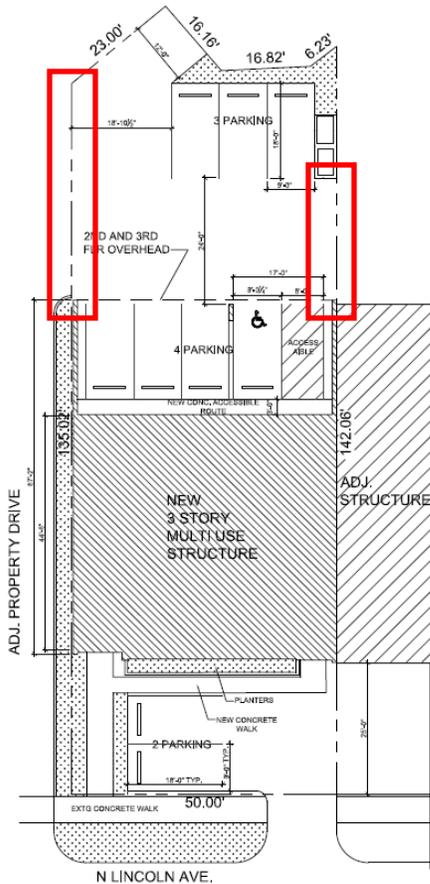
- Furniture or appliance store: 7 spaces*
- Office, general or professional: 4 spaces*
- Dwellings above first floor commercial: 4 spaces*

The submitted site plan includes two parking spaces to the front of the building and seven parking spaces to the rear for a total of nine spaces. Therefore, the Petitioner seeks a Variation in order to permit the redevelopment of the property with less than the minimum required off-street parking.

Off-Street Parking Location Variation:

Section 7.06(5) of the Zoning Code permits off-street parking in any yard except a front yard and a yard abutting a street. As proposed, there are two off-street parking spaces between Lincoln Avenue and the new mixed-use building in the front yard. The site plan to the right includes a highlighted area where off-street parking is prohibited. The majority of the off-street parking will be provided to the rear of the building which complies with the Zoning Code.





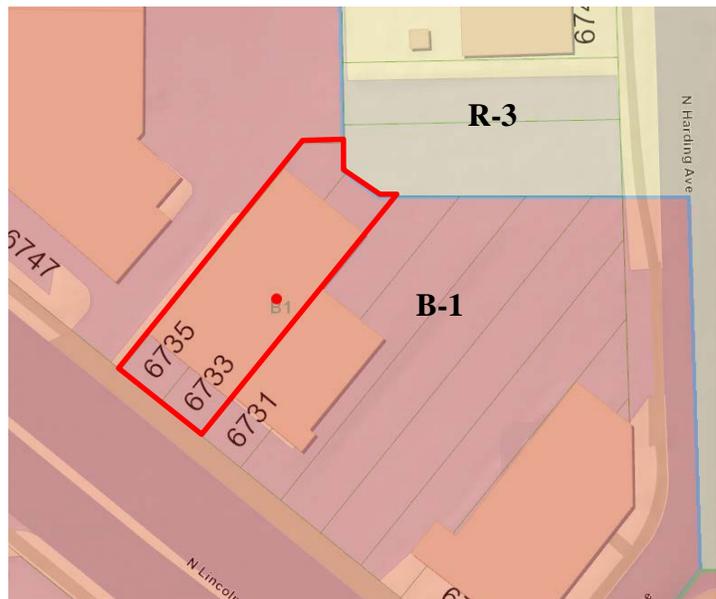
Off-Street Parking Perimeter Landscape Variation: The Petitioner seeks approval to waive the eight-foot required width of perimeter landscaping along the side lot lines of the rear off-street parking area. The new off-street parking area does not include any perimeter landscape area.

The area highlighted to the left on the site plan identifies the location of the requested Variation to permit less than the required eight-foot perimeter landscape area and screening. The proposed parking area does not include the Zoning Code required screening that is planted within the perimeter landscape area as per Section 6.14(1)b.

Four of the seven total spaces are not subject to this regulation as they are located below the second and third floor of the proposed mixed-use building.

Minimum Landscape Screening Between Zoning Districts – Masonry Wall Height Variation:

The Zoning Code requires that minimum screening be provided along the length of any property line located in the B-1, B-2, B-3, O, or M-B Zoning Districts when adjacent to property zoned residential. Adjacent to the property to the northeast is property zoned R-3, Residential. Therefore, a minimum ten-foot landscaped setback and screening area must be provided or an eight-foot high masonry wall within a five-foot landscape setback may be utilized as an alternative.



The Petitioner has opted to include the five-foot landscape setback and masonry wall; however, the proposed wall is six-feet in height. In order to construct the six-foot masonry wall a Variation is necessary.

**Public Comment**

The Community Development Department has received no public comment relevant to this case prior to the distribution of this staff report.

**Conclusion**

Rebeka Hoxha, Petitioner and Property Owner, seeks certain approvals to construct a three-story mixed-use building at 6733-6735 North Lincoln Avenue. In order to construct this new building and off-street parking area, the Petitioner seeks the following:

**Special Use:** Permit Residential Above First Floor Commercial

**Variations:**

1. Variation approval to permit the new mixed-use building to be set back greater than required five-foot build-to line;
2. Variation approval to permit a drive aisle functioning as a two-way drive aisle to be less than the minimum width;
3. Variation approval to permit less than the minimum required number of off-street parking spaces;
4. Variation approval to permit the location of off-street parking to the front of the proposed building;
5. Variation approval to permit less than the required eight-foot perimeter landscape for the parking area; and
6. Variation approval to permit a six-foot masonry wall as screening between zoning districts rather than the required eight-foot masonry wall.

**Documents Attached**

1. Petitioner Application
2. Site and Architectural Design Plans
3. License Agreement providing parking access from 6717 North Lincoln Avenue



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## MEMORANDUM

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**TO:** Chairman Yohanna  
Member of the Plan Commission

**FROM:** Doug Hammel, AICP  
Development Manager

**DATE:** August 2, 2017

**SUBJECT:** Case #PC-06-17: 6733-35 North Lincoln Avenue –  
Special Use and Variations

---

The Public Hearing related to the subject case was opened on June 7, 2017 during a regular meeting of the Village of Lincolnwood Plan Commission. During that meeting, the Commission was presented with a redevelopment concept as depicted in the corresponding staff report. Discussion related to the proposal included several questions from the Plan Commission related to physical access to the property and, specifically, several parking lots located to the rear of the property. Relevant characteristics of the proposed development include the following:

- The proposed development includes a retail space, office space, and three residential units. In total, the Village Code would require fifteen parking spaces;
- The proposed development includes two spaces located in front of the building and accessed directly from Lincoln Avenue and seven rear parking spaces accessed from a neighboring property. This total of nine parking spaces is six less than what is required;
- The Petitioner included in its proposal a License Agreement stating that the owners of 6717 North Lincoln Avenue (Great Beijing Restaurant) would permit access through their north parking lot to the rear parking on the subject property. However, this agreement is terminable at any time by either party and does not establish a permanent easement for access to the rear parking spaces;
- A rear alley was vacated in 1962, removing access to the rear of the subject property through any public right-of-way; and
- On June 7, 2017, the Plan Commission voted to continue the case so that Village staff could provide additional information regarding the history of the alley vacation and the current standing of the Village's ability to support access to the rear parking area. (During the July 5, 2017 hearing, the case was again continued because the Petitioner was unable to attend.)

This memorandum provides information pertaining to key questions asked by Plan Commissioners during the June 7, 2017 Public Hearing. It is anticipated that this information will serve as the basis for continued discussion at the August 2, 2017 Public Hearing regarding the subject property.

***What is the purpose of the easement resulting from the 1962 alley vacation?***

***Does it provide for any means of access to the subject property?***

According to the Village Attorney's interpretation of the 1962 Ordinance vacating the alley adjacent to the subject property, the easement that resulted from said Ordinance is pertinent to the presence and maintenance of utilities. There was specific interest by a Plan Commissioner in specific text in the Ordinance stating that "the easements for all public utilities are hereby reserved for the public utility companies and municipality for the purpose of maintenance and repair of any installation now existing or hereafter to be installed." The Village Attorney's interpretation is that this phrase allows for utility maintenance and installation in the easement by utility companies or the Village of Lincolnwood, but it does NOT grant permission for the Village of Lincolnwood to use the easement for another purpose, such as physical access to properties.

***Is there any potential for the right of legal access for the subject property?***

According to the Village Attorney, there is no remaining legal recourse for the Village of Lincolnwood that would allow the Village to require that access be provided by adjacent properties. However, the Village Attorney made the property owner's attorney aware of an Illinois law that could potentially provide the grounds for a forced agreement between the subject property and neighboring properties. At this point in time, it is not known by Village staff whether or not the property owner has pursued this path. This advice was given with the following caveats:

- It is the obligation of the property owner of the subject property to explore this legal path, as filing of a case would be initiated by the property owner;
- The Village Attorney offered no assurances that the results of this research or any subsequent legal action would result in a finding that would benefit the property owner of the subject property, as such an outcome would depend on several factors; and
- The Village has no official role in such an action. Ultimately, the legal finding, if in the benefit of the subject property owner, would require an access agreement between property owners.

***How was the Grossinger wall approved, and when was it built?***

The wall along the east side of the Grossinger property was approved by an Ordinance in October 2005. The proposed wall required a Variation based on the fact that the required landscape buffer along the residentially-zoned properties could not be accommodated. Based on Plan Commission records, Village Board records, and the adopted Ordinance, there was no discussion of the easement that resulted from the 1962 alley vacation as a factor in the consideration of the approval of the Variation for the wall.



**VILLAGE OF LINCOLNWOOD Public Hearing Application**  
**Community Development Department Variations**

**SUBJECT PROPERTY**

Property Address: 6733- 35 Lincoln Ave.

Permanent Real Estate Index Number(s): 10-35-300-013-0000/10-35-300-014-0000

Zoning District: B-1 Mixed Use Hub Lot Area: 7103

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.

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

**REQUESTED ACTION**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Variation - Residential        | <input type="checkbox"/> Variation - Signs/Special Signs |
| <input checked="" type="checkbox"/> Variation - Non-Residential    | <input type="checkbox"/> Minor Variation                 |
| <input checked="" type="checkbox"/> Variation - Off-Street Parking | <input checked="" type="checkbox"/> Other                |
| <input checked="" type="checkbox"/> Variation - Design Standards   |  |

**PROJECT DESCRIPTION**

Describe the Request and Project: 3 story, mixed use building with retail on the first floor, office/residential on the second floor and residential on the third floor

**PROPERTY OWNER/PETITIONER INFORMATION**

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

Name: Rebeka Hoxha

Address: 6733-35 N. Lincoln

Telephone: (847 ) 568-1440 Fax: (847 ) 568-1440 E-mail: edhoxha@hotmail.com

**Petitioner:** *(if Different from Owner)*

Name: \_\_\_\_\_ Relationship to Property: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

**NOTICE OF REASONABLE ACCOMMODATION PROCESS**

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

## REQUIRED ATTACHMENTS \*

Check all Documents that are Attached:

Plat of Survey	<input checked="" type="checkbox"/>	Applicable Zoning Worksheet	<input type="checkbox"/>
Site Plan	<input 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.

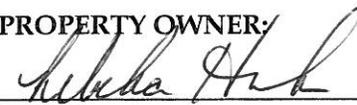
Invoices in connection with this application shall be directed to:

Name: Rebeka Hoxha  
Address: 6733-35 N. Lincoln  
City, State, Zip: Lincolnwood, IL 60712

## ATTESTMENT AND SIGNATURE

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

**PROPERTY OWNER:**

  
Signature

Rebeka Hoxha  
Print Name

4/19/17  
Date

**PETITIONER: (if Different than Property Owner)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## VARIATION STANDARDS

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

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

We do not meet the Perimeter Screening Requirement (6.14) for off-street parking. The site is 50 feet wide and to put in a landscaped perimeter of 5' would make parking in the rear of the site (also a zoning requirement) impossible. We have added foundation plantings and rooftop planters to meet the spirit of the code.

We have direct driveway access from Lincoln Avenue because we have no other access to the site.

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.

Our site has no other access than Lincoln Avenue, which means that we need to minimize our drive and landscape screening area and maximize our parking. To park in the rear of the lot (Lincoln Avenue Reqmnt) and have landscape perimeter screening would make the lot unusable.

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

This site has access only from Lincoln Avenue and is 50 feet wide. This is an uncommon situation in this district.

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

The Variation is required to be able to build any building with parking on this site.

## VARIATION STANDARDS (Continued)

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

This is an existing condition. Years ago, there was an alley in the back of the lot, which gave access to parking and loading in the rear. That alley is now closed so this site has no access except from Lincoln Avenue

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

The adjacent properties are businesses with parking lots abutting our lot.

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

This lot is difficult to build on because of its size and situation. These variations are the minimum required to build any business with parking on the site.

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.

This has no affect on light, air or other public safety. It should increase property values in the area by replacing an abandoned eye sore building with a vibrant retail/residential structure.



# 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.*

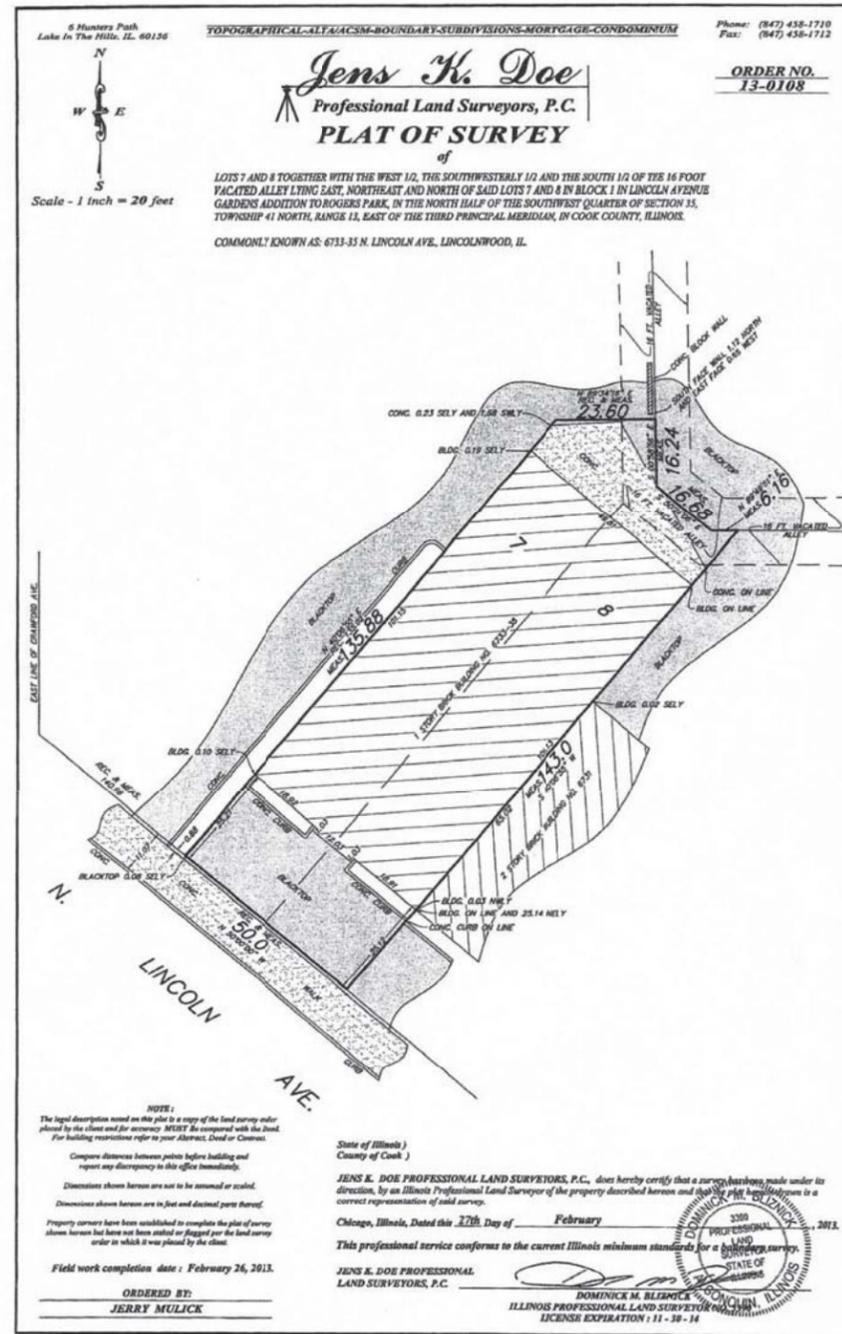
9. The proposed Variation is consistent with the statement of purpose set forth in Section 11.01 of the Zoning Ordinance.

10. The proposed sign complies with any additional standards or conditions set forth in Article XI of the Zoning Ordinance.

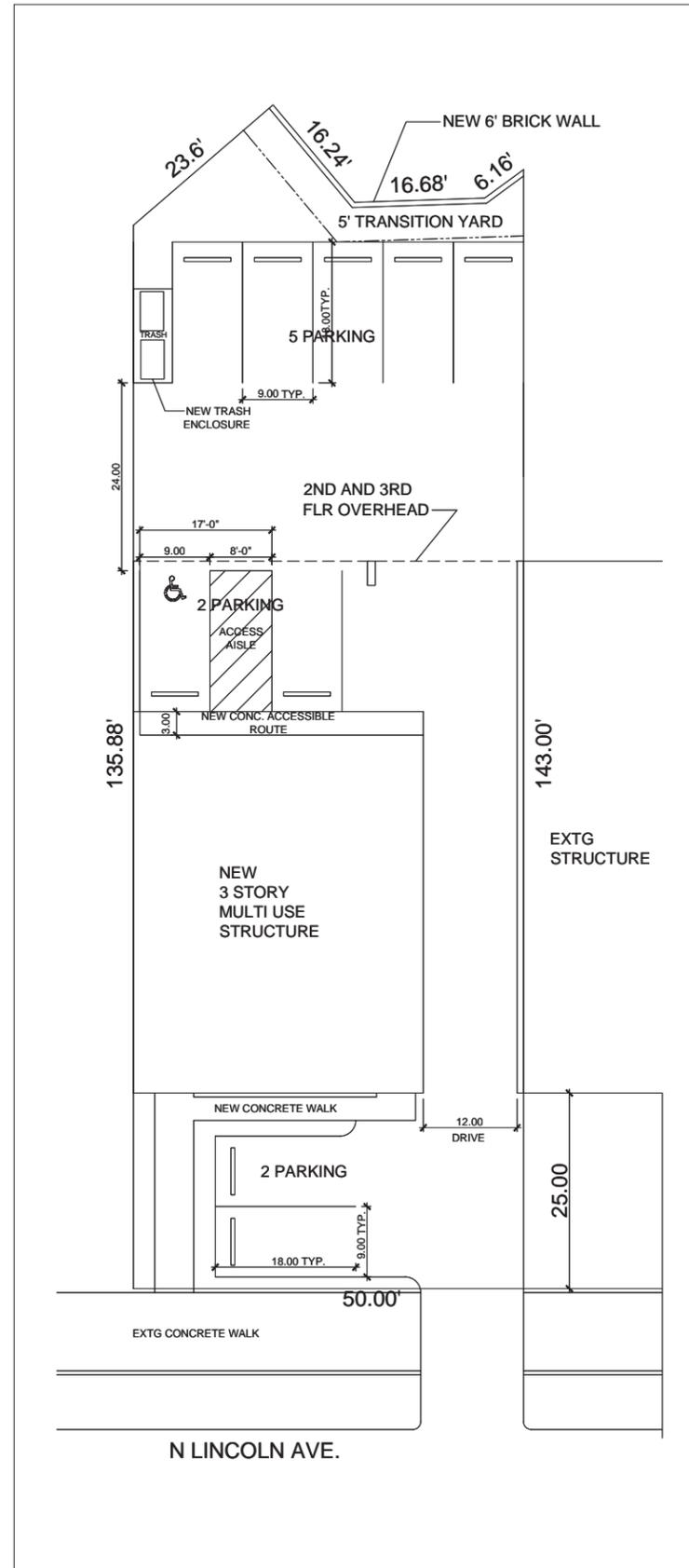
11. The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any.

12. The proposed sign conforms with the design and appearance of nearby structures and signs.





PROJECT STAFF		ISSUE		REVISIONS		DATE
PROJECT MANAGER:	B. BONDY	ISSUE:	1	REVISIONS:		07/26/15
ENGINEER:	A. VEEN	ISSUE:		REVISIONS:		
TECHNICIAN:		ISSUE:		REVISIONS:		
<p><b>BCI</b> BONO CONSULTING, INC. CIVIL ENGINEERS</p> <p>1018 BUSSE HIGHWAY PH: (847) 823-3300 PARK RIDGE, IL 60068 FAX: (847) 823-3303 bbono@bonoconsulting.com</p>						
<p><b>GIS TOPOGRAPHIC MAP, EROSION CONTROL, DEMOLITION PLAN</b> 3 STORY MULTI USE BUILDING 6733 LINCOLN AVE., LINCOLNWOOD, ILLINOIS</p>						
<p>COPYRIGHT: THIS DRAWING SHALL NOT BE USED, REPRODUCED, MODIFIED OR SOLD EITHER WHOLLY OR IN PART, EXCEPT WHEN AUTHORIZED IN WRITING BY THE ENGINEER.</p>						
<p>PROJECT NUMBER: 15215 START DATE: JULY 6, 2015 GRAPHIC SCALE: 1"=20'-0"</p>						
<p>SCALE: 1"=20'-0"</p>						
<p>SHEET NUMBER: 2 OF 3</p>						

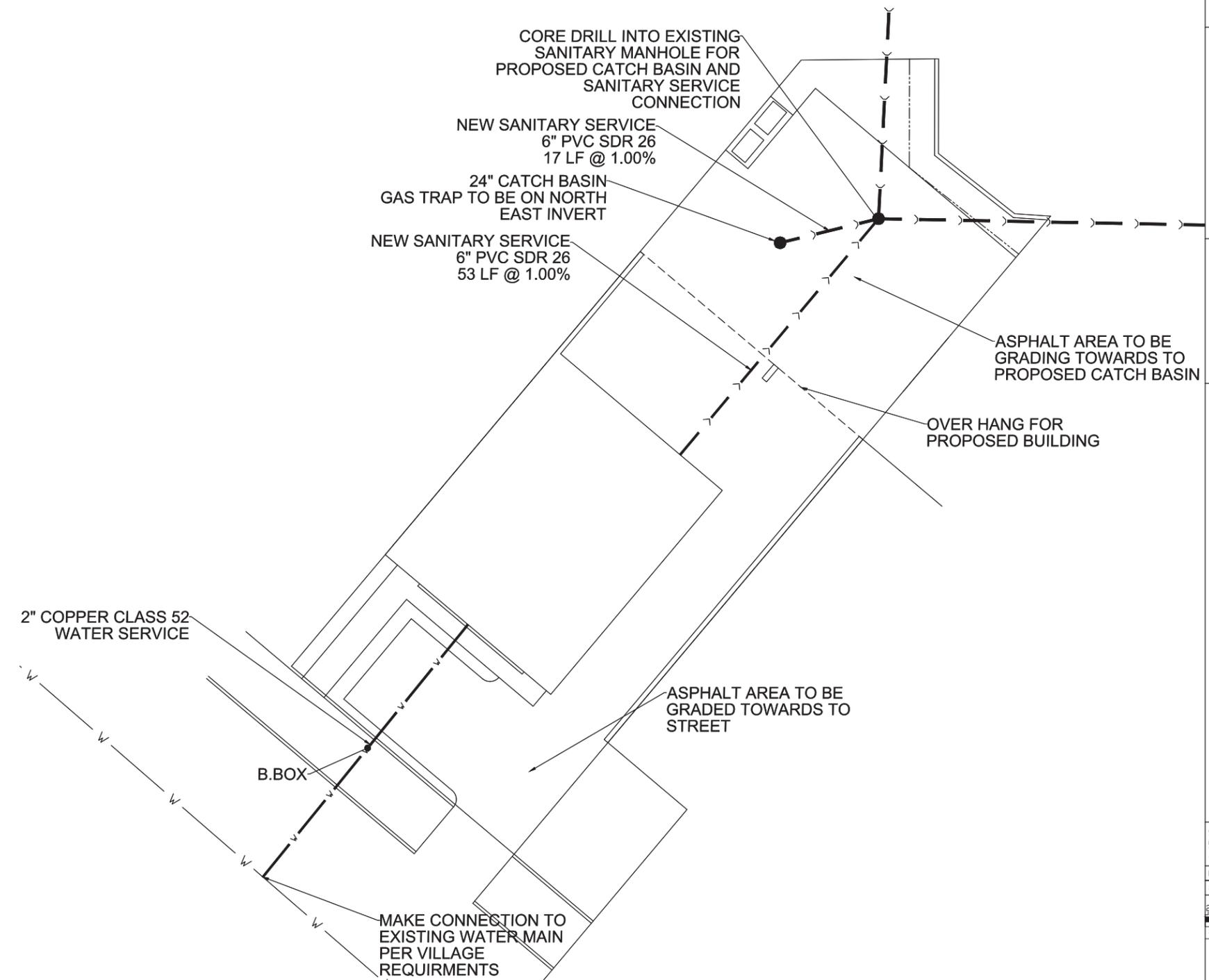


**GEOMETRIC PLAN**

6733 Lincoln Ave.

ate: 07.06.2015

	Existing		Proposed	
	Sq. Ft.	Acres	Sq. Ft.	Acres
Entire Lot	7,106.88	0.163		
Buildings	5,107.35	0.117	3,398.42	0.078
Walks	0.00	0.000	212.80	0.005
Driveway & Parking Lot	1,944.28	0.045	2,793.30	0.064
<b>Impervious Area</b>	<b>7,051.63</b>	<b>0.162</b>	<b>6,404.52</b>	<b>0.147</b>
<b>Pervious Area</b>	<b>55.25</b>	<b>0.001</b>	<b>702.36</b>	<b>0.016</b>
<b>Decrease in Impervious Area</b>	<b>647,110 SF</b>			



N

DATE	REVISIONS
07/06/2015	PRELIMINARY PLAN

PROJECT STAFF	ISSUE
PROJECT MANAGER: B. BONO P.E.	1
ENGINEER: A. VEEN	
EXAMINER: TECHNICAL	

**BCI**  
BONO CONSULTING, INC.  
CIVIL ENGINEERS

1018 BUSSE HIGHWAY PH: (847) 823-3300  
PARK RIDGE, IL 60068 FAX: (847) 823-3303  
bbono@bonoconsulting.com

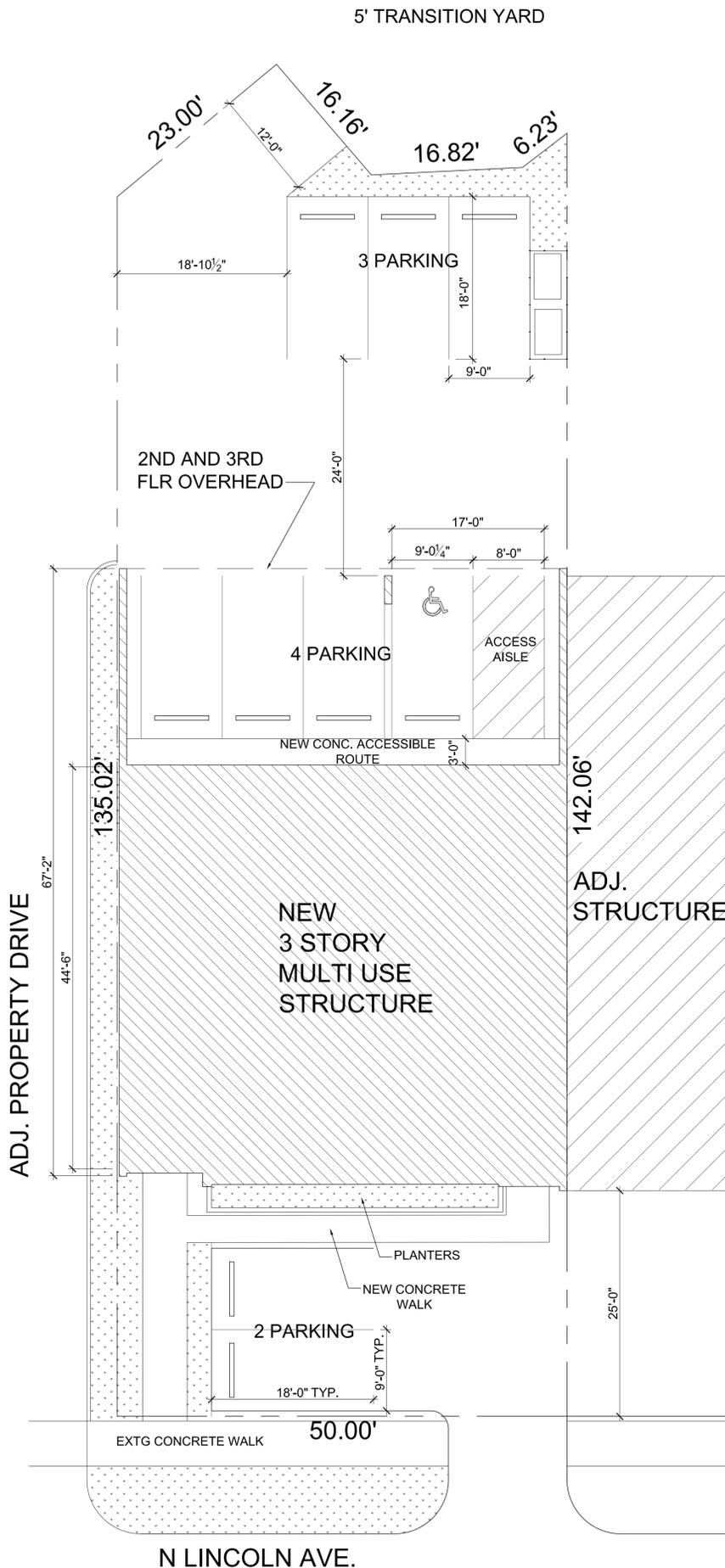
**PROPOSED, GEOMETRIC, GRADING,  
DRAINAGE & UTILITY PLAN**  
 3 STORY MULTI USE BUILDING  
 6733 LINCOLN AVE., LINCOLNWOOD, ILLINOIS

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PROJECT NUMBER: 15215  
START DATE: JULY 6, 2015

GRAPHIC SCALE  
20 0 20  
SCALE: 1"=20'-0"

SHEET NUMBER  
**3** OF **3**



**3 SITE PLAN**  
EXTG FRONT SETBACK 1/8"=1'-0"

ABBREVIATIONS				REFERENCE SYMBOLS				SHEET INDEX					
CL	CENTER LINE	DIA	DIAMETER	HM	HOLLOW METAL	INC	NOT IN CONTRACT	ROOM	ROOM NAME	DEM	DEMOLITION	A1	COVER: SITE PLAN, SYMBOLS, CODE ANALYSIS, & EXTERIOR VIEWS
ADJ	ADJUSTABLE	DNM	DIMENSION	HVAC	HEATING VENTING AIR CONDITIONING	NTS	NOT TO SCALE	001	ROOM NUMBER	NEW	NEW CONSTRUCTION	A1.1	AREA PARKING DISTRIBUTION
AF	ABOVE FINISHED FLOOR	DN	DOWN	HW	HOT WATER	OC	ON CENTER	12345	DOOR NUMBER	GYP. BD.	GYP. BD.	A2	BASEMENT & 1ST FLOOR PLANS
ALT	ALTERNATE	DR	DOOR	HW1	HOT WATER HEATER	PTD	PAINTED	123	WINDOW TYPE	EQUIP	EQUIPMENT	A3	2ND AND 3RD FLOOR PLANS
APPROX	APPROXIMATE	DS	DOWN SPOUT	HW2	HOT WATER HEATER	PLAM	PLASTIC LAMINATE	123	WALL TYPE	REVISION	REVISION MARKER	A4	ROOF PLAN
APPRV	APPROVED	DW	DISH-WASHER	HT	HEATER	PLYWD	PLYWOOD	10	EXTERIOR ELEVATION	ALIGN	ALIGN SURFACES	A5	EXTERIOR ELEVATIONS
ARCH	ARCHITECTURAL	DWG	DRAWING	INCL	INCLUDING	RI	RISER	10	INTERIOR ELEVATION	KEYNOTE	KEYNOTE	A6	EXTERIOR ELEVATION
AVG	AVERAGE	DWR	DRAWER	INFO	INFORMATION	RA	RETURN AIR	10	SECTION MARKER			L1	LANDSCAPING PLANS
BD	BOARD	EX	EXISTING	INSUL	INSULATION	REF	REFERENCE	10	ELEVATION MARKER				
BATT INSUL	BATTEN INSULATION	EA	EACH	INT	INTERIOR	RF	REFRIGERATOR/FREEZER						
BLDG	BUILDING	EL	ELEVATION	J	JUNCTION BOX	RM	ROOM						
BLKG	BLOCKING	ELEC	ELECTRICAL	JT	JOINT	RO	ROUGH OPENING						
BOT	BOTTOM	EQ	EQUAL	LAM	LAMINATE	SA	SUPPLY AIR						
BO	BY OTHERS	EXT	EXTERIOR	LAV	LAVATORY	SIM	SIMILAR						
CEL	CEILING	FD	FLOOR DRAIN	FL	FLOOR	STD	STANDARD						
CL	CLOSET	FL	FLOOR	MC	MEDICINE CABINET	STL	STEEL						
CSO	CASED OPENING	GD	GARBAGE DISPOSAL	MDP	MEDIUM DENSITY FIBERBOARD	SUSP	SUSPENDED UNLESS OTHERWISE NOTED						
COL	COLUMN	GEN	GENERAL	GL	GLASS	UN	UNLESS OTHERWISE NOTED						
CONC	CONCRETE	GL	GLASS	MCH	MECHANICAL	VER	VERIFY IN FIELD						
CPT	CARPET	GA	GAUGE	MAN	MANUFACTURER	WD	WOOD						
CT	CERAMIC TILE	GYP BD	GYP SUM WALLBOARD	MIN	MINIMUM	WIN	WINDOW						
CJ	CONTROL JOINT	GC	GENERAL CONTRACTOR	MISC	MISCELLANEOUS	WPT	WORK POINT						
DEMO	DEMOLISH (DEMOLITION)	HDCP	HANDICAPPED	MTD	MOUNTED								



**2 EXTERIOR VIEW FROM REAR** NTS



**1 EXTERIOR VIEW FROM STREET** NTS

Zoning Analysis 6733-35 N. Lincoln Ave.			
Description	Code	Proposed	Remarks
<b>Project Description</b>			
Address			
6733-35 N. Lincoln Ave.			
Applicable Codes:			
Lincolnwood Zoning Code			
International Building Code 2009			
International Residential Building Code 2009			
National Electric Code 2011			
Illinois State Plumbing Code			
International Fire Code 2009			
International Mechanical Code 2009			
International Energy Conservation Code 2012			
<b>Zoning</b>			
Designation	B1		Mixed Use Hub
Lot Size	NA	7,103 sqft	Actual
Max. building height	38 FT	38 FT	or 3 stories
Minimum SF per DU			
1 Bedroom/Studio	800 SF	1,191 SF	
2 Bedroom	1,500 SF	1,669 SF	
3 Bedroom	2,000 SF		
Max. Build to Line	5 FT	25 FT	
Driveways and Access			Residential Buildings shall not have garages or driveways with direct vehicular access to Lincoln Avenue
Min. Interior side setback	NA		
Minimum Rear Setback	10 FT		
Use Configuration			Ground floor limited to retail and other nonresidential uses that encourage pedestrian activity and shopping. Limited to residential, retail or office uses
Restricted Uses - Non Residential Uses	2,500 SF max	1,191	Limited to ground floor
Commercial Uses			Other uses which are found by the Plan Commission to be similar to permitted and special uses in the B-1 District.
Transitional Yard	30 FT		Buildings setback buffer. All structures adjacent to residential districts on the B-1, B-2, or B-3 zoned lot must be set back a distance that is equal to or greater than the side or rear yard setback requirement for the adjacent R-zoned lot, but not less than 10 feet
Landscape Buffer			A landscape buffer must also be provided. This buffer shall extend the length of the lot line or segment of the lot line that abuts the residential district, and shall be at least eight feet wide or where screening consists of a masonry wall, a minimum width of five feet.
Landscape Buffer			The landscape buffer shall not be used for the purposes of parking, loading, servicing, or storage.
Screening			Required screening shall be a minimum height of six feet at time of installation and may be comprised of berms, masonry walls, a double row of densely planted landscaping, or a combination thereof
Site Plan Review			Site plan review, landscape and parking standards. Site plan approval shall be required for all new construction and additions to existing structures. Site plan, site design and landscape standards are required as enumerated in Article V of this Zoning Ordinance. Off-street parking shall be provided for each use shown in Table 4.01.1, as required or permitted in Article VII (Off-Street Parking and Loading)
<b>Parking</b>			
Parking standards	9 FT		9x18' with 20' aisle.
Residential Parking	5		1.5 spaces per unit
Furniture Retail Parking	5		2.5 spaces per 1,000 SF gross
Office Parking	3		3 spaces per 1,000 SF gross
		9 total	spaces shown on plan

Revisions

Projects  
COMMERCIAL AND RESIDENTIAL CONST.  
ELITE HOME FURNISHINGS

6733 N LINCOLN AVE  
LINCOLNWOOD, IL

SITE PLAN,  
SYMBOLS, CODE ANALYSIS  
& EXTERIOR VIEWS

Date 11/10/15

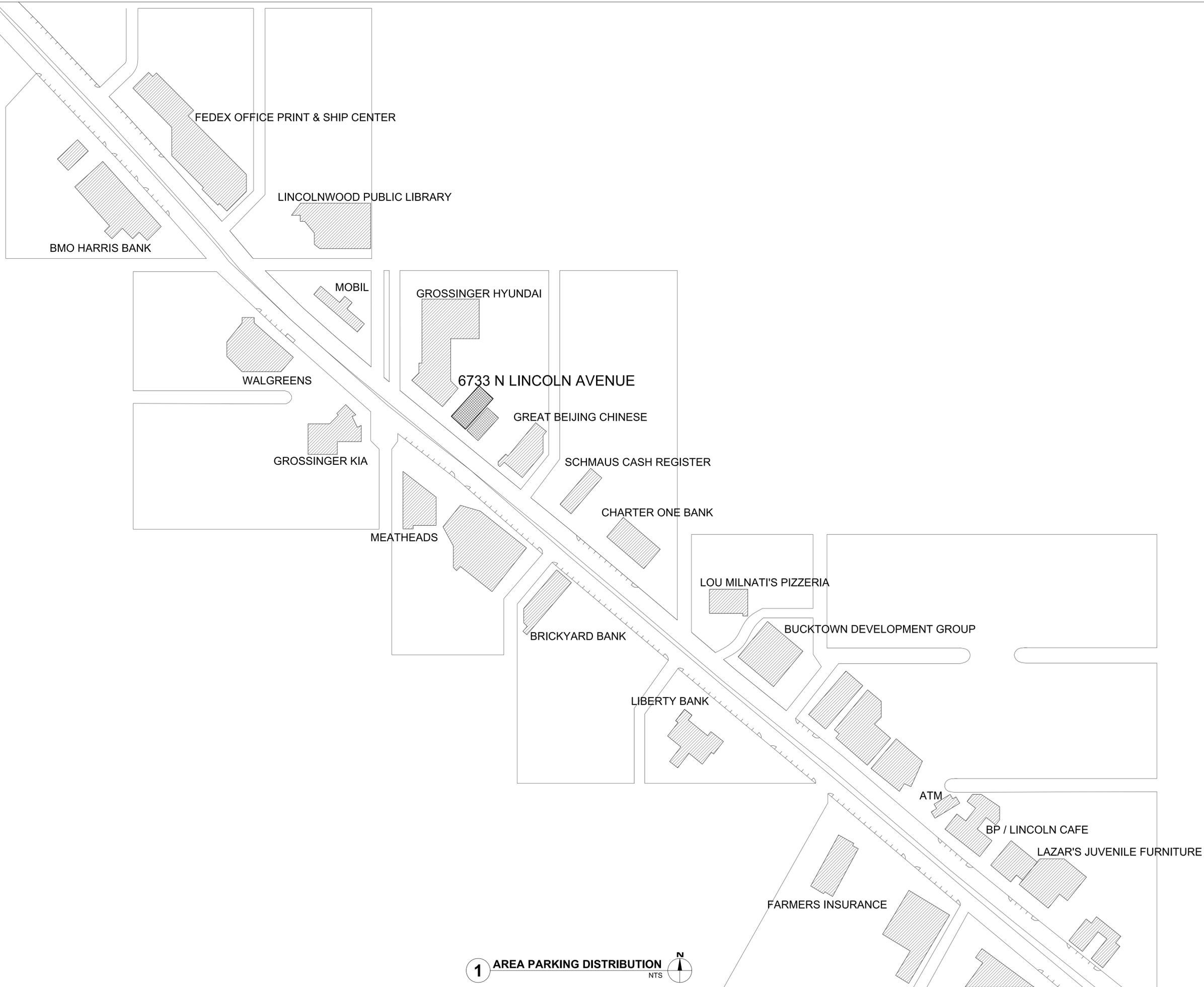
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Approved --

A1



Revisions

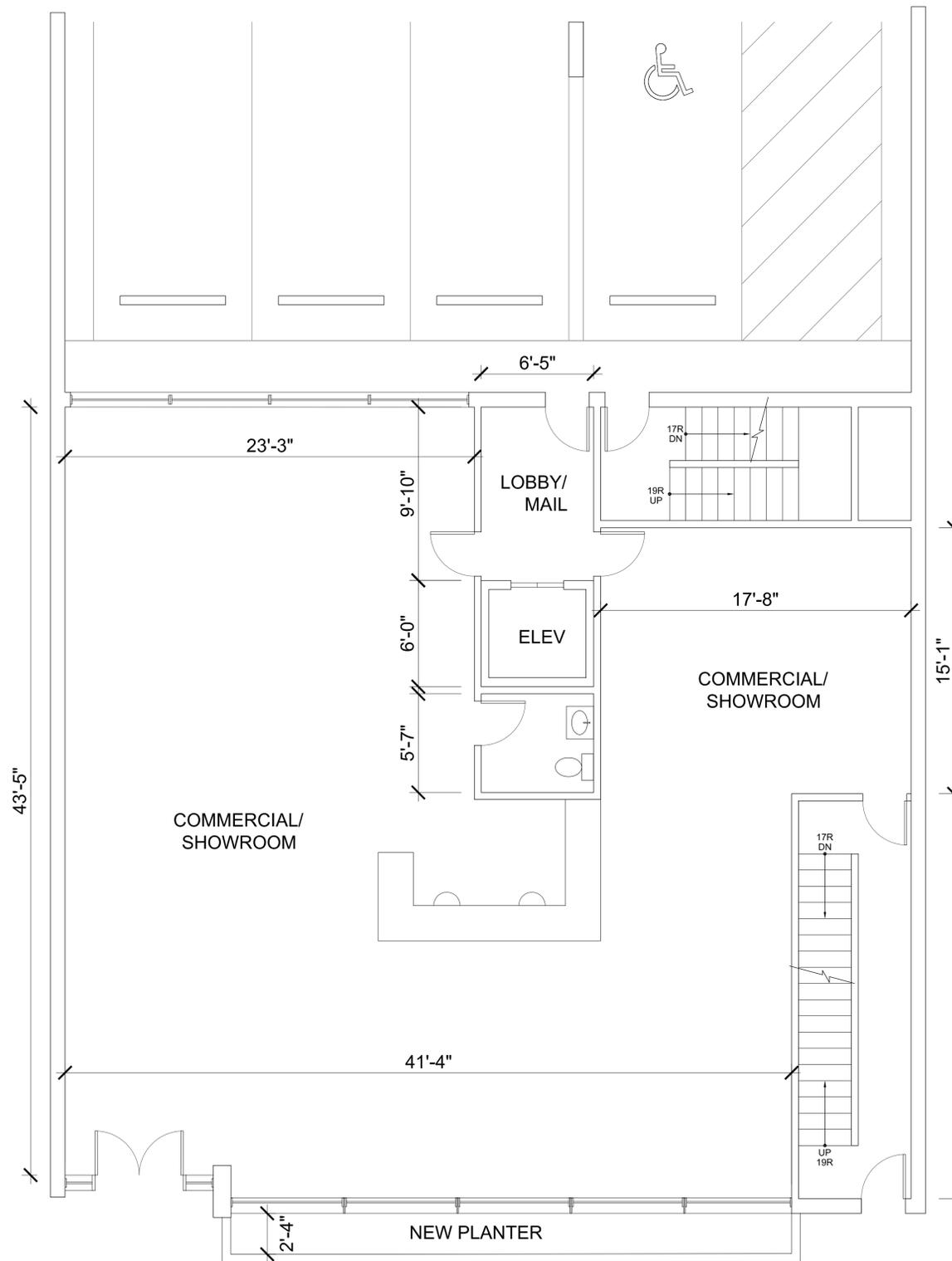
Projects  
 COMMERCIAL AND RESIDENTIAL CONST.  
 ELITE HOME FURNISHINGS  
 6733 N LINCOLN AVE  
 LINCOLNWOOD, IL

**AREA PARKING DISTRIBUTION**

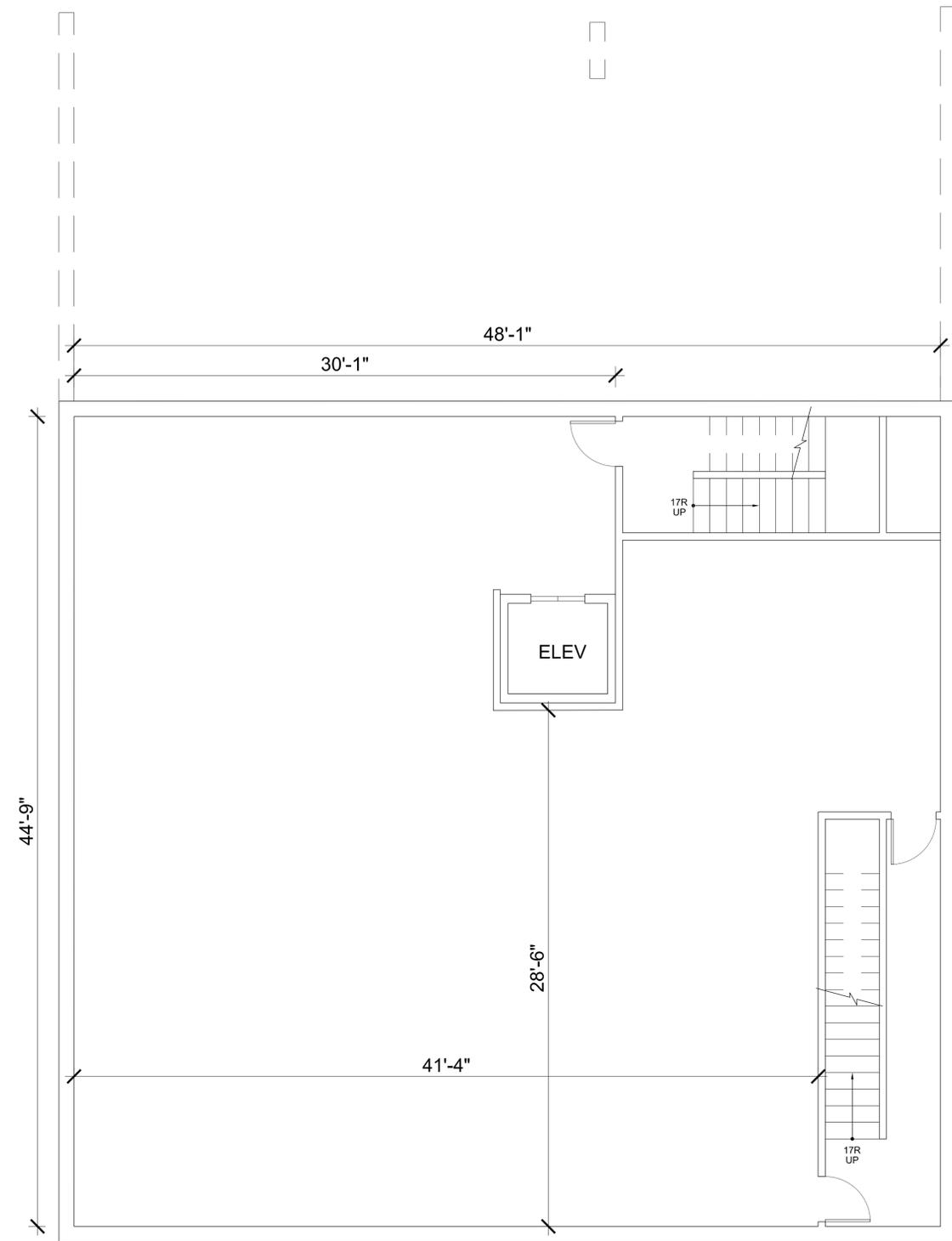
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Approved	--		

**1** AREA PARKING DISTRIBUTION  
 NTS





**2** FIRST FLOOR PLAN  
1/4"=1'-0"



**1** BASEMENT PLAN  
1/4"=1'-0"

Revisions

Projects  
COMMERCIAL AND RESIDENTIAL CONST.  
ELITE HOME FURNISHINGS

6733 N LINCOLN AVE  
LINCOLNWOOD, IL

**BASEMENT AND  
FIRST FLOOR  
PLANS**

Date 11/10/15

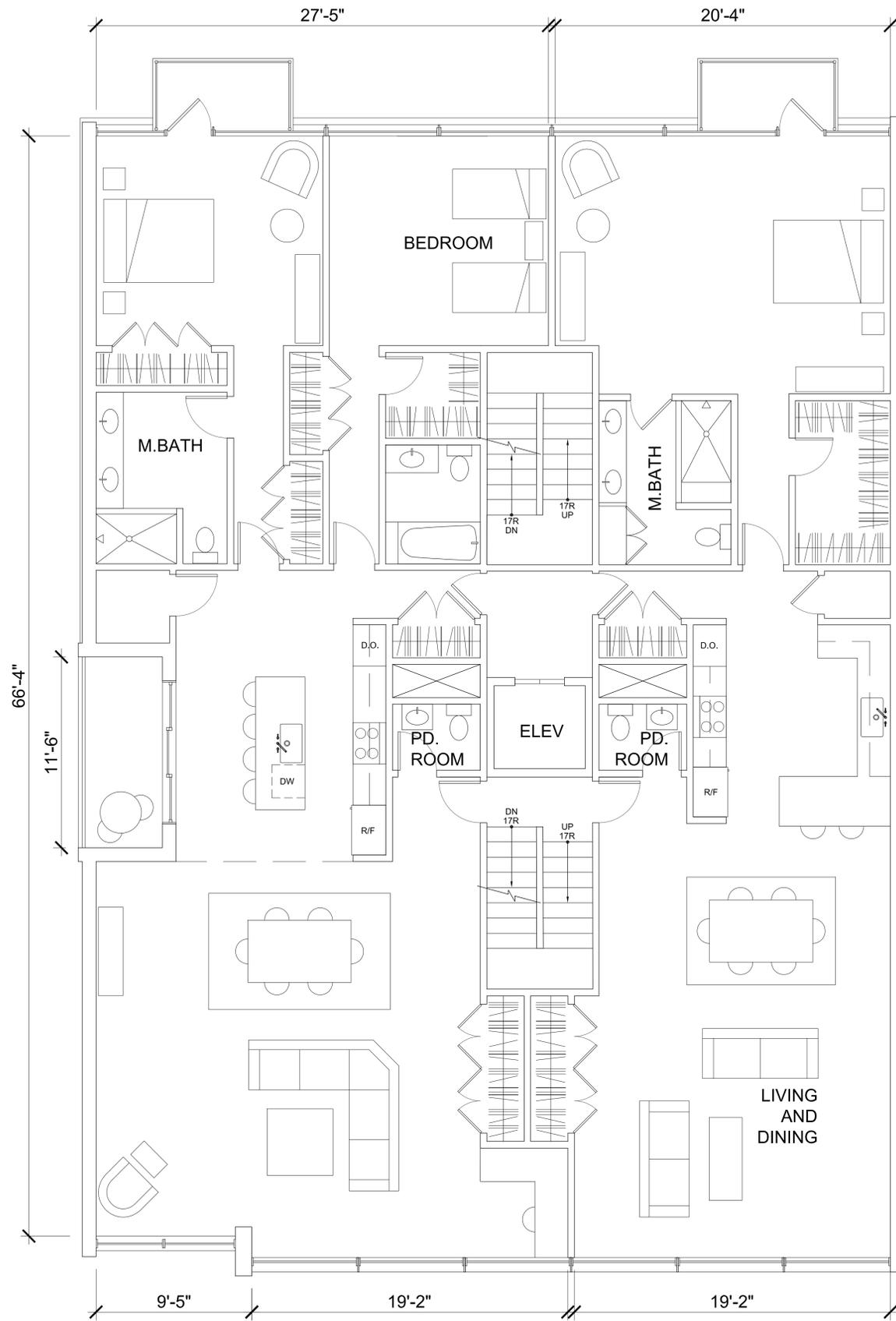
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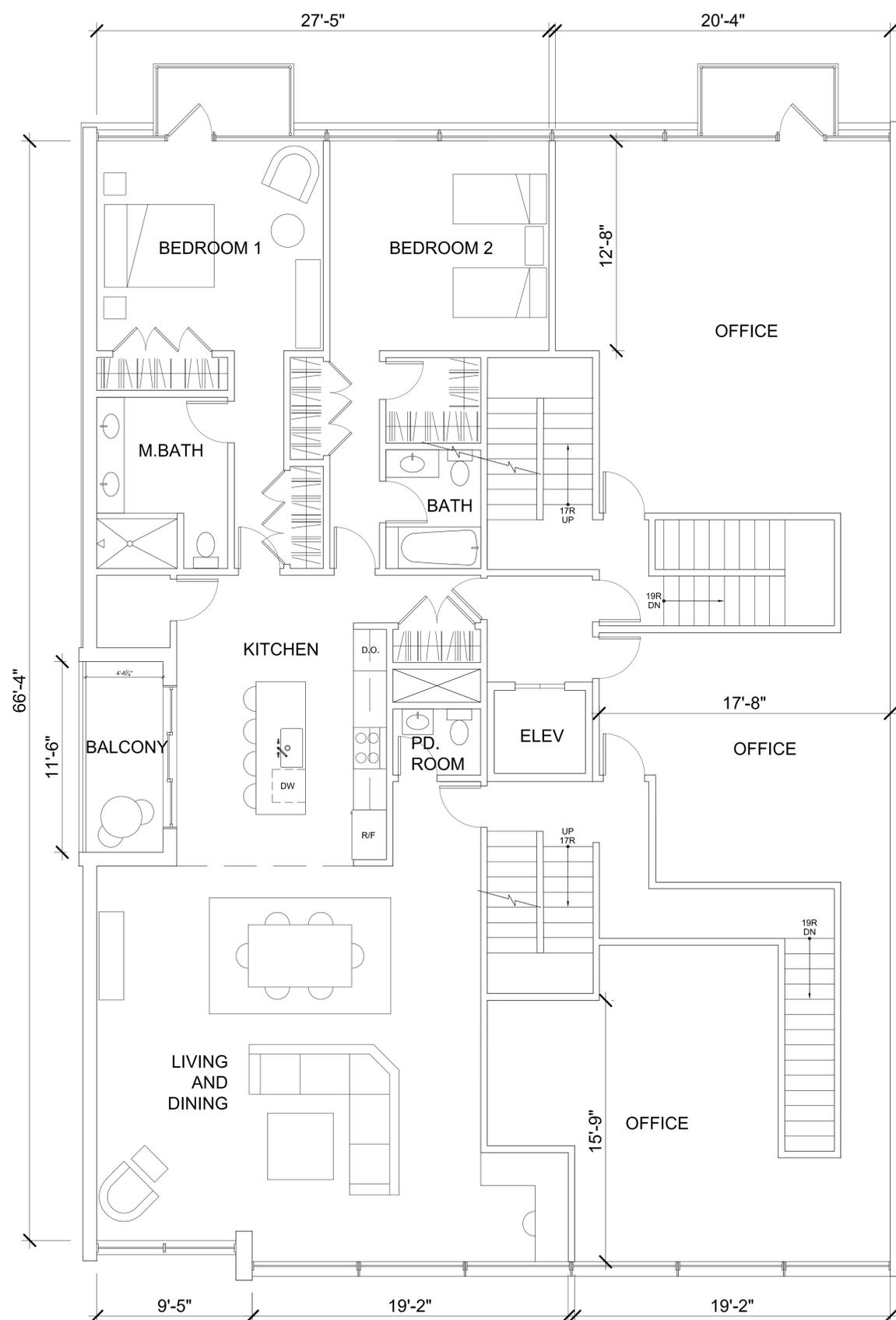
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Approved --

**A2**



**2 THIRD FLOOR PLAN**  
 1/4"=1'-0"



**1 SECOND FLOOR PLAN**  
 1/4"=1'-0"

Revisions


Projects  
 COMMERCIAL AND RESIDENTIAL CONST.  
 ELITE HOME FURNISHINGS

6733 N LINCOLN AVE  
 LINCOLNWOOD, IL

SECOND AND  
 THIRD FLOOR  
 PLANS

Date 11/10/15

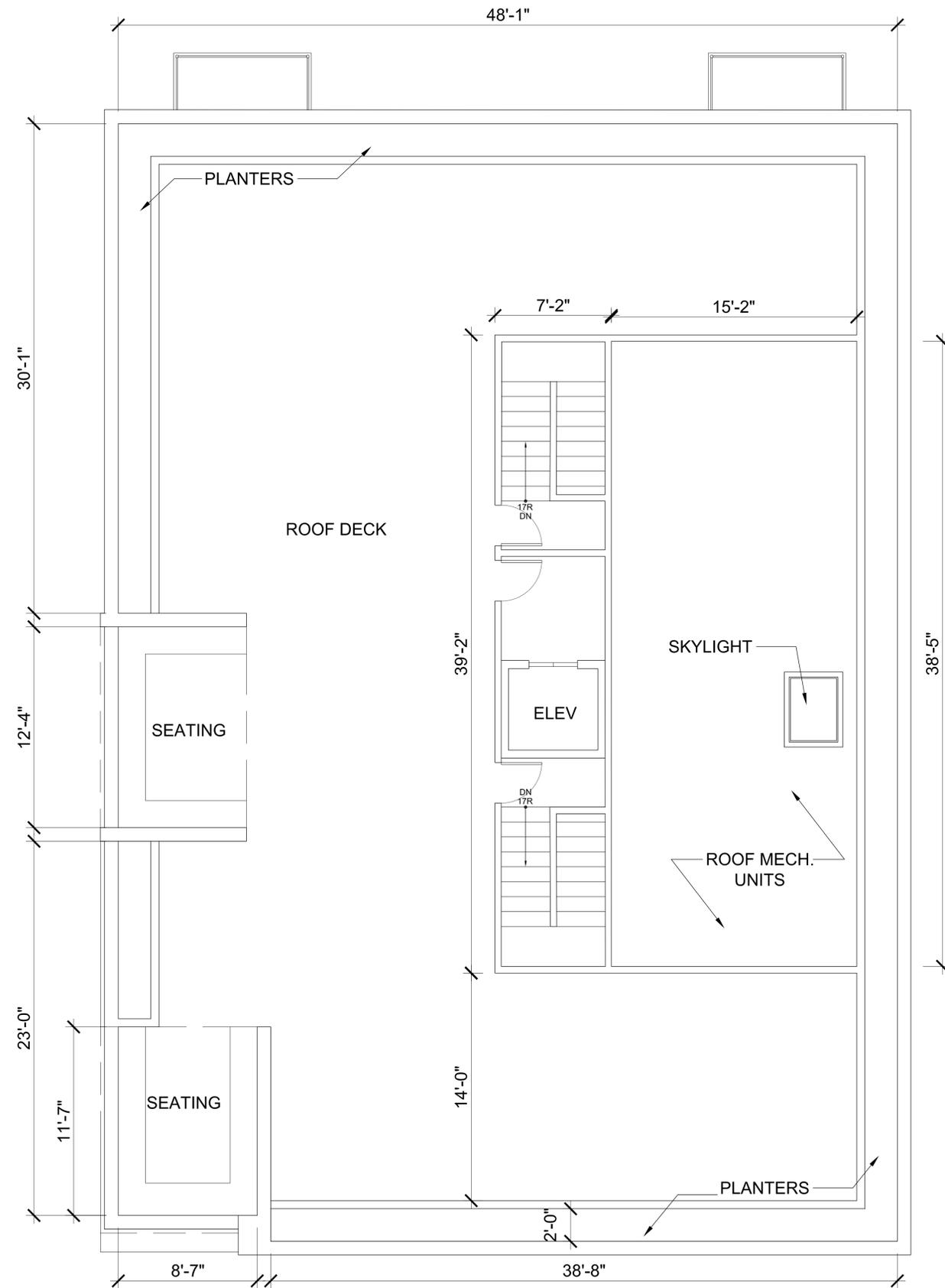
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Approved --

Drawing No.

**A3**



2 ROOF PLAN

1/4"=1'-0"

Revisions


Projects  
COMMERCIAL AND RESIDENTIAL CONST.  
ELITE HOME FURNISHINGS

6733 N LINCOLN AVE  
LINCOLNWOOD, IL

ROOF PLAN

Date 11/10/15

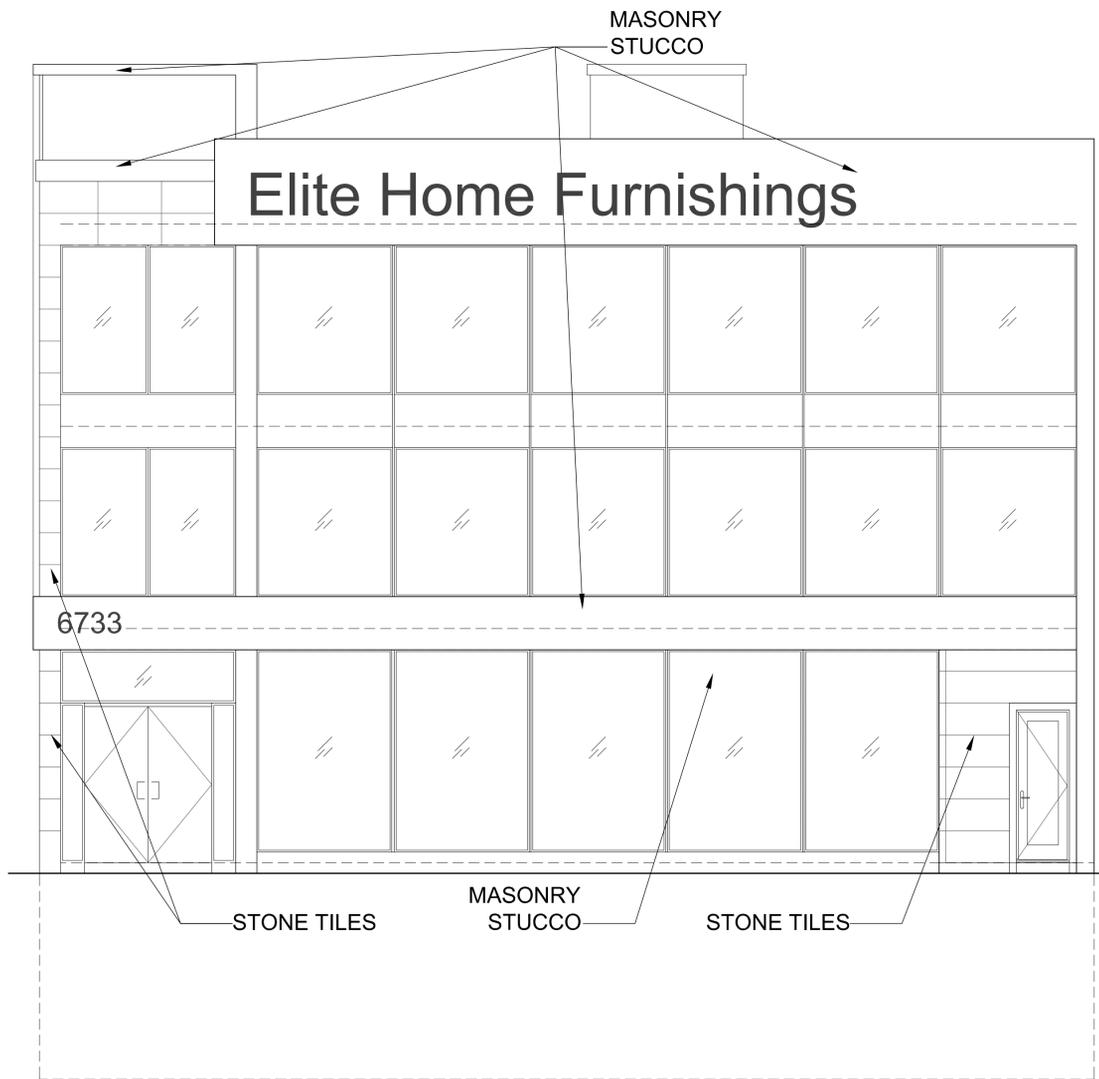
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Scale NOTED

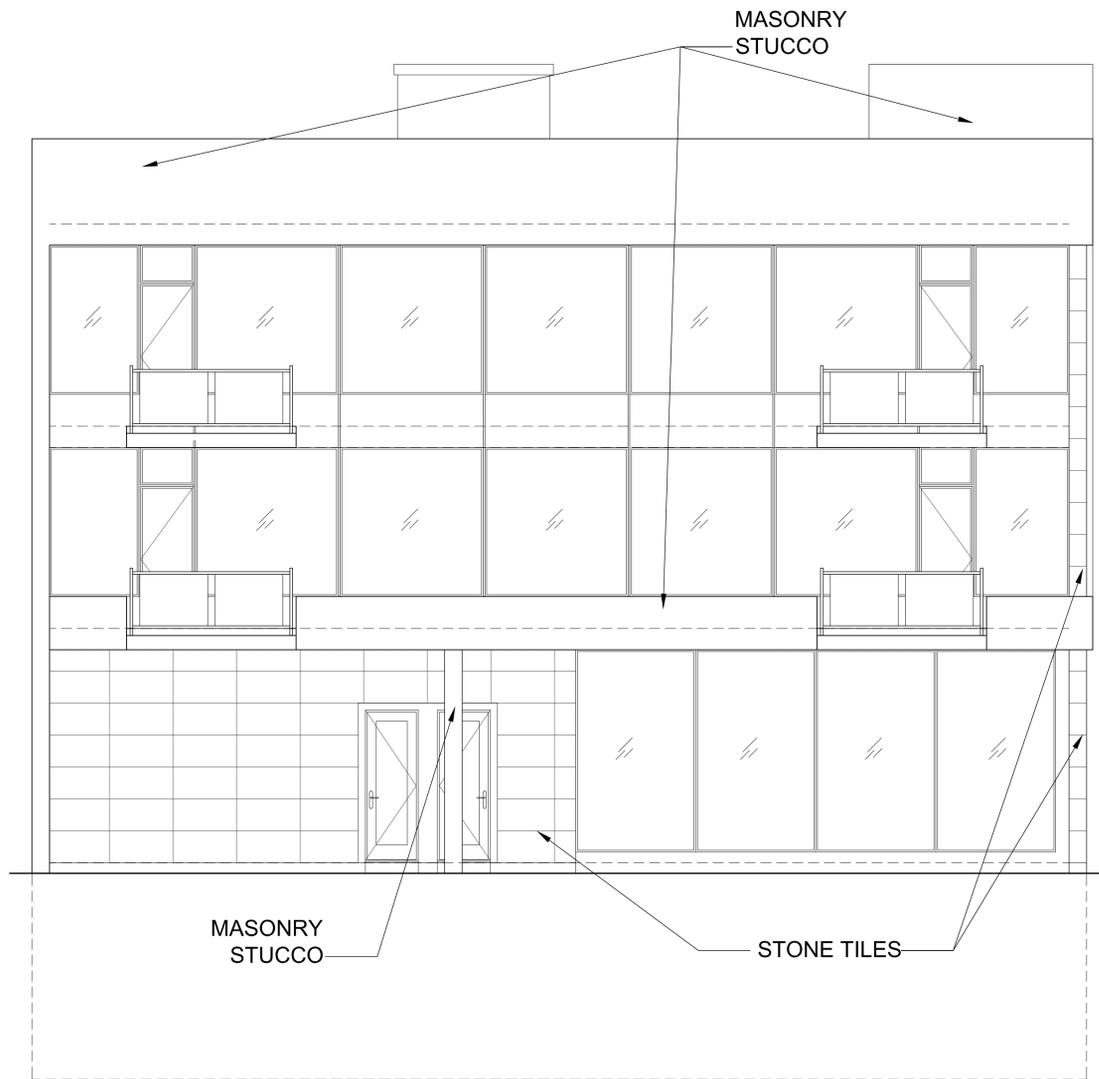
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Approved --

A4



**2** ELEVATION  
LOOKING NORTH-WEST 1/4"=1'-0"



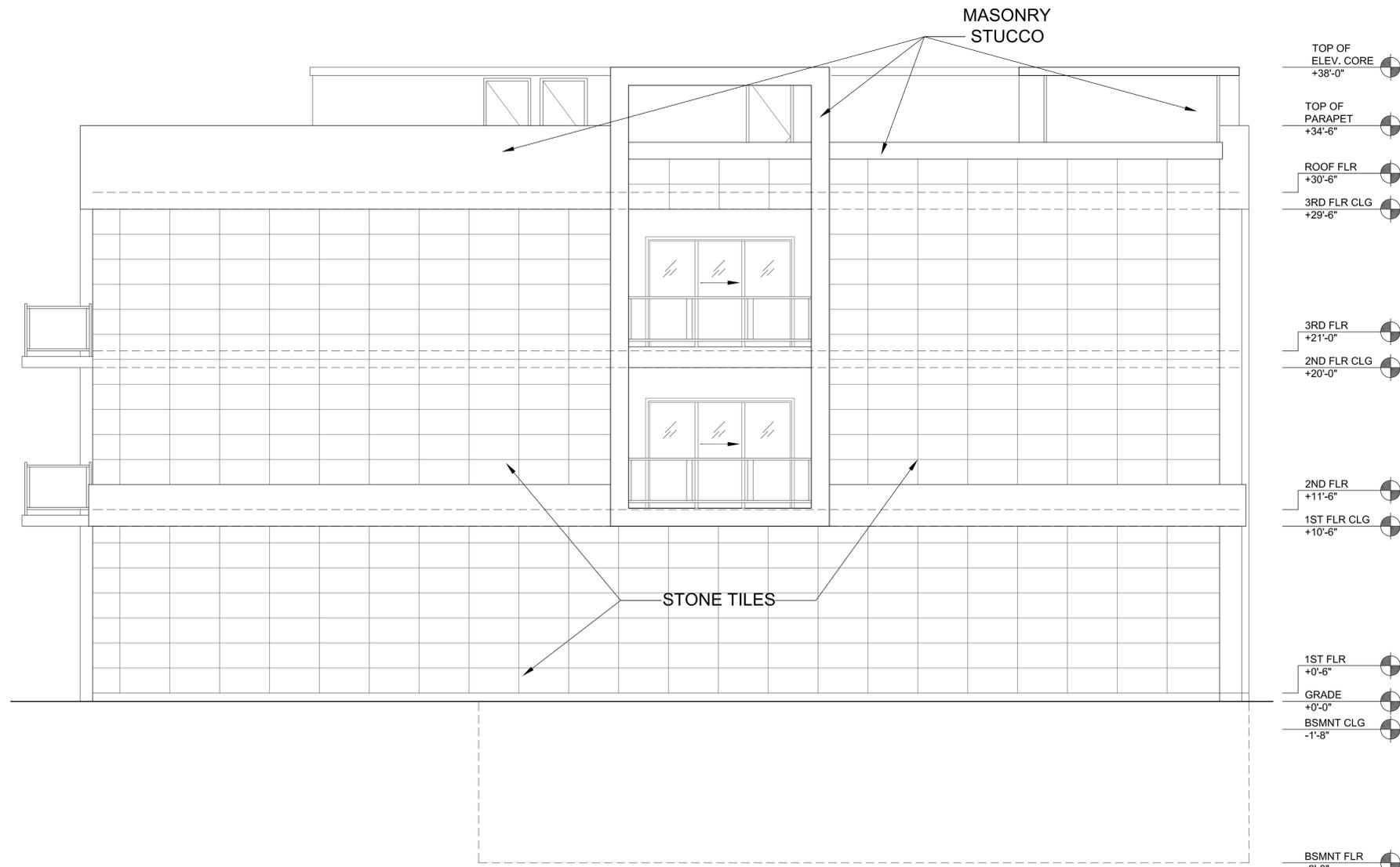
**1** ELEVATION  
LOOKING SOUTH EAST 1/4"=1'-0"

Revisions	

Projects  
COMMERCIAL AND RESIDENTIAL CONST.  
**ELITE HOME FURNISHINGS**  
  
6733 N LINCOLN AVE  
LINCOLNWOOD, IL

EXTERIOR ELEVATIONS

Date	11/10/15	Drawing No.  <b>A5</b>
Scale	NOTED	
Drawn by	--	
Approved	--	



**1** ELEVATION  
LOOKING SOUTH EAST 1/4"=1'-0"

Revisions


Projects  
COMMERCIAL AND RESIDENTIAL CONST.  
ELITE HOME FURNISHINGS

6733 N LINCOLN AVE  
LINCOLNWOOD, IL

EXTERIOR ELEVATIONS

Date 11/10/15

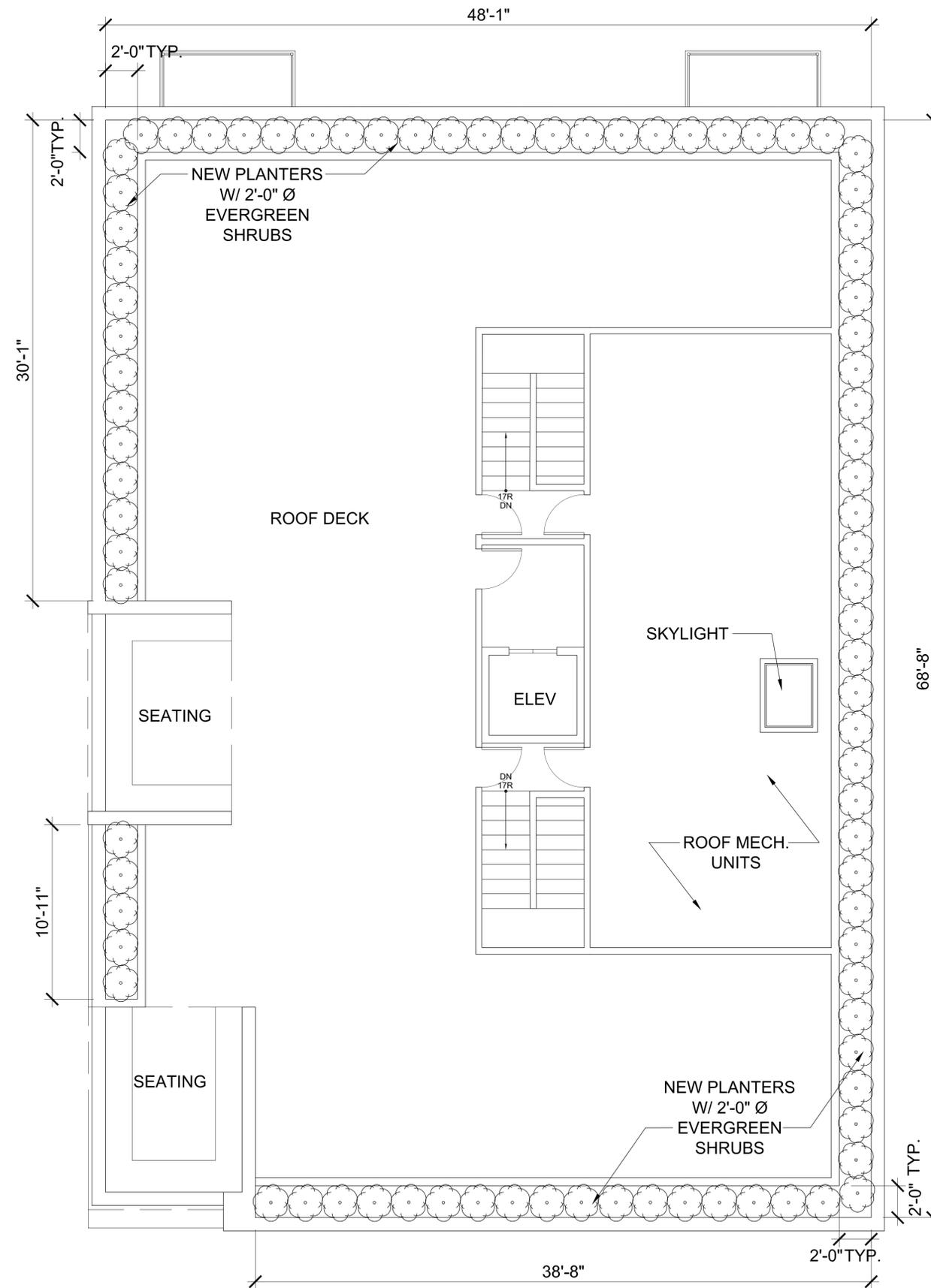
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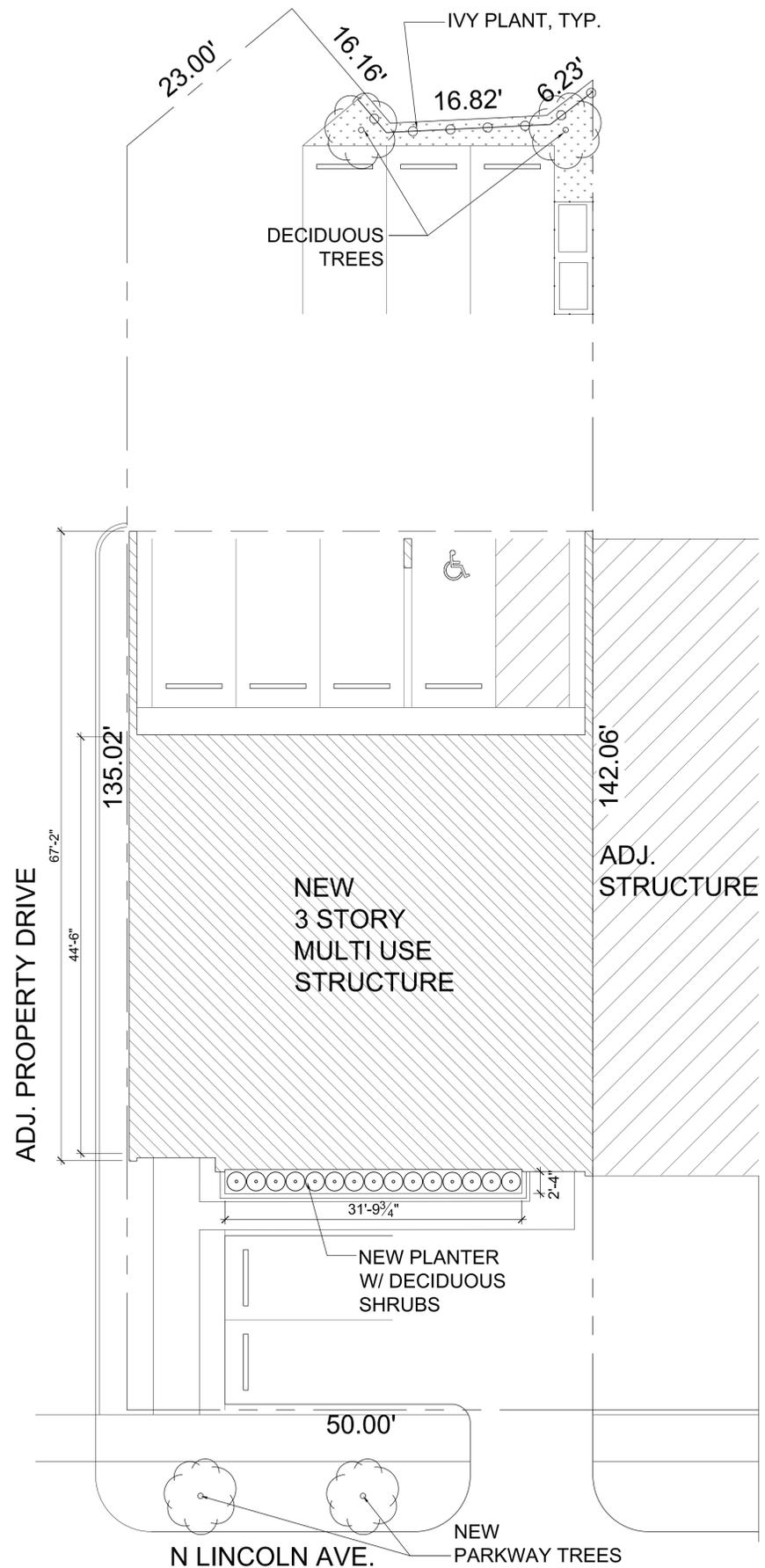
Approved --

Drawing No.

**A6**



**1 ROOF LANDSCAPING PLAN**  
 1/4"=1'-0"



**1 SITE LANDSCAPING PLAN**  
 1/8"=1'-0"

Revisions	

Projects  
 COMMERCIAL AND RESIDENTIAL CONST.  
 ELITE HOME FURNISHINGS  
 6733 N LINCOLN AVE  
 LINCOLNWOOD, IL

LANDSCAPING PLANS

Date	11/10/15	Drawing No. <b>L1</b>
Scale	NOTED	
Drawn by	--	
Approved	--	

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (Agreement) is made as of this \_\_\_ day of \_\_\_\_\_, 2016, by and between Hsing Tseng Kao and Szu Chung Kao (together, Owner) and Rebeka Hoxha and Esad Hoxha (together, Licensee).

### RECITALS

A. Owner is the owner of certain property commonly known as 6717 N. Lincoln Ave., Lincolnwood, Illinois 60712 and legally described in Exhibit A (Kao Property);

B. Licensee is the owner of certain property commonly known as 6733-35 N. Lincoln Ave., Lincolnwood, Illinois 60712 and legally described in Exhibit B (Hoxha Property);

C. Licensee desires to use a portion of the Kao Property for access to the Hoxha Property via North Harding Avenue, to the East, which portion is legally described in Exhibit C (Licensed Property).

D. Owner agrees to grant said use by Licensee under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are incorporated herein and are made a material part of this Agreement.

2. GRANT OF LICENSE. Owner hereby grants to Licensee, its employees, agents, contractors and subcontractors, a non-exclusive license to use the Licensed Property (License), which consists of a 10-foot wide strip of property running across Lot 16 uninterrupted from the East lot line to the West lot line lying 5 feet North of the 8-foot strip of vacated alley lying between Lot 16 to the North and Lots 7 through 12 to the South and West as depicted in Exhibit C.

3. TERM OF LICENSE. The license granted hereunder shall commence upon execution of this Agreement and can be terminated at any time, by either party, with written notice to the other. This License shall not run with the land.

4. LICENSE ONLY. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time interest or estate of any kind or extent whatsoever in the Licensed Property by virtue of this license or Licensee's use of the Licensed Property pursuant hereto.

5. IMPROVEMENTS. Licensee is not permitted to alter, improve, furnish, or place any equipment or item upon the Licensed Property except to install a driveway accessing the Licensed Property from Harding Avenue provided such installation is done in a good and workmanlike manner by licensed and insured professionals with proper permits obtained from any applicable governing body. This installation shall be done at Licensee's sole cost and expense and Licensee shall indemnify and hold harmless Owner with respect to any issue or cause of action arising from the installation of the driveway.

6. TRANSFER BY OWNER. Owner may at any time, in its sole discretion, assign its rights hereunder or transfer or convey the Licensed Property. Upon any such assignment, transfer or conveyance, the License and liability of Owner under this Agreement shall automatically terminate, unless Owner's assignee, transferee or grantee shall agree in writing in a separate agreement with Licensee to assume and be bound by the obligations of Owner under this Agreement.

7. RETURN OF THE LICENSED PROPERTY. At the termination of Licensee's license, Licensee shall repair and restore the Licensed Property to the same condition as it was at the time of the execution of this Agreement. At Owner's request, all temporary and permanent improvements, furnishings or equipment placed upon the Licensed Property by Licensee or Licensee's agents, employees or contractors, shall be removed by Licensee at its sole cost and expense prior to the termination of Licensee's license. If Licensee fails to remove same within thirty (30) days after termination of this Agreement, then Owner may, but not obligated to, remove said fence, improvements, furnishings or equipment and Licensee shall pay the cost of any such removal. If such payment is not made within fourteen (14) days of receipt of invoice by Licensee, Licensee agrees to pay the cost and expense of restoring the condition of the land together with interest thereon at the effective statutory rate from and after the date of such demand until receipt of full payment therefore.

8. MAINTENANCE OF LICENSED PROPERTY. During the term of this license, Licensee shall be responsible for twenty-five percent (25%) of all costs and expenses to repair and maintain the Licensed Property in good condition and repair. Owner shall bill any such costs to Licensee and payment shall be due upon receipt. Licensee shall ensure the condition and use of the Licensed Property and compliance with all applicable laws, statutes, ordinances, codes, rules regulations, orders and decrees.

9. INTERRUPTION OF USE. Owner may temporarily interrupt Licensee's use of the Licensed Property for repairs and maintenance provided, however, that Owner shall use reasonable efforts to perform all such repairs and maintenance of the Licensed Property in such a manner so as to reasonably minimize such interruption. If Licensee fails to perform its obligations under Paragraph 8 hereof, Licensee shall reimburse Owner for the cost thereof upon demand, together with interest thereon at the rate set forth in Paragraph 16 hereof from and after the date of such demand until receipt of full payment therefor.

10. PROHIBITED USES. Licensee may use the Licensed Property for ingress and egress from Harding Avenue to the Hoxha Property only. Licensee may not nor may permit others to park

on the Licensed Property. At all times, Licensee shall ensure the Licensed Property is free from all parked or standing vehicles and any other blockades of whatever kind or nature.

11. RESERVATION OF RIGHTS BY OWNER. The right of ingress and egress over the Licensed Property and other rights granted to Licensee hereunder are expressly reserved by Owner, its successors, grantees, invitees and assigns.

12. NO TRANSFER BY LICENSEE. Licensee shall not transfer any of its rights hereunder without the prior written consent of Owner. Any such assignment made without the prior written consent of Owner shall be null and void and of no force or effect and shall entitle Owner to terminate this Agreement.

13. NO EASEMENT. Neither this Agreement nor Licensee's use of the Licensed Property shall give rise to any easement or any other prescriptive rights in the Licensed Property. Licensee shall have the affirmative duty to keep all third parties from using the Licensed Property for any purpose and shall protect the Licensed Property against all claims of easement and prescriptive rights at all times during the term of this Agreement. Licensee shall defend and hold harmless Owner with respect to any such claims including hiring counsel to defend such claims, payment of damages in the event Licensee's duty is breached, attorney fees, court costs, and any and all litigation expenses.

14. CONDITION OF LICENSED PROPERTY; INDEMNITY. Licensee acknowledges that it (a) has physically inspected the Licensed Property, and (b) accepts the Licensed Property with full knowledge of the condition thereof. Furthermore, Licensee, for and on behalf of itself and all successors, grantees, invitees and assigns, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the condition of the Licensed Property or the activities, operations or use of the Licensed Property by Licensee, its successors, grantees, invitees and assigns and all of their officers, directors, employees, representatives and agents. Further, Licensee, for itself, its successors, grantees, invitees and assigns, and for those claiming by, through or under any of them, hereby releases Owner, its officers, directors, agents and employees (collectively, Indemnitees) from any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property), including, without limitation, reasonable attorney fees and litigation costs incurred by the Indemnitees in connection herewith, that may arise from operations on, or the use of, the Licensed Property by Licensee, its successors, grantees, invitees and assigns, and all of their officers, directors, employees, representatives and agents. Licensee hereby agrees to indemnify, defend and hold harmless the Indemnitees from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including without limitation, reasonable attorney fees and litigation costs) incurred by the Indemnitees for injuries to persons (including, without limitation, loss of life) and for damage, destruction or theft of property that is directly or indirectly due to or caused by any activity, work or thing done, permitted or suffered by Licensee or any third party in or about the Licensed Property, or for any act or omission of Licensee, its successors, grantees, invitees and assigns and any of their officers, directors, employees, representatives and agents. Licensee shall cooperate with Owner in the defense of any

such claims, demands or action, including, without limitation, the employment, at the sole expense of Licensee, of legal counsel satisfactory to Owner.

15. **WAIVER OF CLAIMS.** Licensee does hereby fully and completely waive and release, for itself, its successors, grantees, invitees and assigns, and for all of their officers, directors, employees, representatives, agents, contractors and subcontractors of any their, any and all claim of, or right to, a mechanic's lien, under the Statutes of Illinois, against, or with respect to the Licensed Property, or any portion thereof, or any improvement thereon, or with respect to the estate or interest of any person whatsoever therein or thereon, or any portion thereof, or with respect to any material, fixtures, apparatus or machinery to be furnished thereto, or with respect to any monies or other consideration that may be due at any time hereafter to anyone by Licensee, which claim of lien might be asserted by reason of doing, making or furnishing, heretofore, or at any time hereafter, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations to the Licensed Property.

16. **NO LIENS ON LICENSED PROPERTY.** Licensee shall not permit any lien to be filed against the Licensed Property or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Licensed Property at the direction or sufferance of Licensee.

In the event any such lien is filed against the Licensed Property or any improvements thereon, Licensee shall be in breach of this Agreement and Owner shall have the right, but not the obligation, to cause such lien to be release and Licensee shall pay on demand all Owner's costs in connection therewith, together with interest thereon at the rate set forth in Paragraph 16 hereof accruing from and after the date of such demand until Owner's receipt of full payment therefor.

17. **BREACH BY LICENSEE.** If Licensee breaches any provision in this Agreement and fails to cure any such breach within fourteen (14) days after written notice thereof, in addition to any other right or remedy available at law or in equity, Owner shall have the right, but not the obligation, to cure any such breach and Licensee agrees to reimburse Owner for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to nine percent (9%) from the date of Owner's demand therefor until Owner's receipt of full payment therefor. Licensee is responsible for any and all costs of enforcing any and every provision of this Agreement including but not limited to court costs and attorney fees. Licensee agrees that Owner has the right to place a lien on the Hoxha Property, for any failure to pay any amount under any provision of this Agreement.

18. **NO WARRANTY; INTEGRATION.** Owner hereby makes and has made no representations, statements, warranties or agreements to or with Licensee in or in connection with this Agreement or the Licensed Property. This Agreement embodies the entire understanding of the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

19. INSURANCE. Licensee shall maintain liability insurance on the property reasonably satisfactory to Owner and such policy shall name Owner as an additional insured. Certificate of insurance shall be tendered to Owner prior to Licensee's use of the Licensed Property.

20. RECORDING. Each party hereby grants to the other party the right to record this Agreement against the Licensed Property and/or Licensee's property.

21. NOTICES. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Owner: Hsing Tseng Kao and Szu Chung Kao  
6717 N. Lincoln Ave., Lincolnwood, Illinois 60712

If to Licensee: Rebeka Hoxha and Esad Hoxha  
6733-35 N. Lincoln Ave., Lincolnwood, Illinois 60712

22. COUNTERPARTS. This Agreement may be executed in counter parts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER:

LICENSEE:

\_\_\_\_\_  
Hsing Tseng Kao

\_\_\_\_\_  
Rebeka Hoxha

\_\_\_\_\_  
Szu Chung Kao

\_\_\_\_\_  
Esad Hoxha

**EXHIBIT A**  
*KAO PROPERTY*

LOTS 11, 12, 13, 14, 15, 16 AND 17 IN BLOCK 1 IN LINCOLN AVENUE GARDENS, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO THAT 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ABUTTING LOTS 11 AND 13 AND THAT 1/2 OF THE VACATED ALLEY ABUTTING AND LYING SOUTH AND WEST OF LOT 16 AND THAT 1/2 VACATED ALLEY LYING WEST OF AND ABUTTING LOT 17 RECORDED AS DOCUMENT NUMBER 18594092 DATED SEPTEMBER 18, 1962, ALL IN BLOCK 1 IN LINCOLN GARDENS BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B**  
*HOXHA PROPERTY*

LOTS 7 AND 8 IN BLOCK 1 IN LINCOLN AVENUE GARDEN, BEING 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, IN COOK COUNTY, ILLINOIS.

**Case #PC-06-17**

**Special Use and  
Variations**

**Proposed 3-Story Mixed  
Use Development**

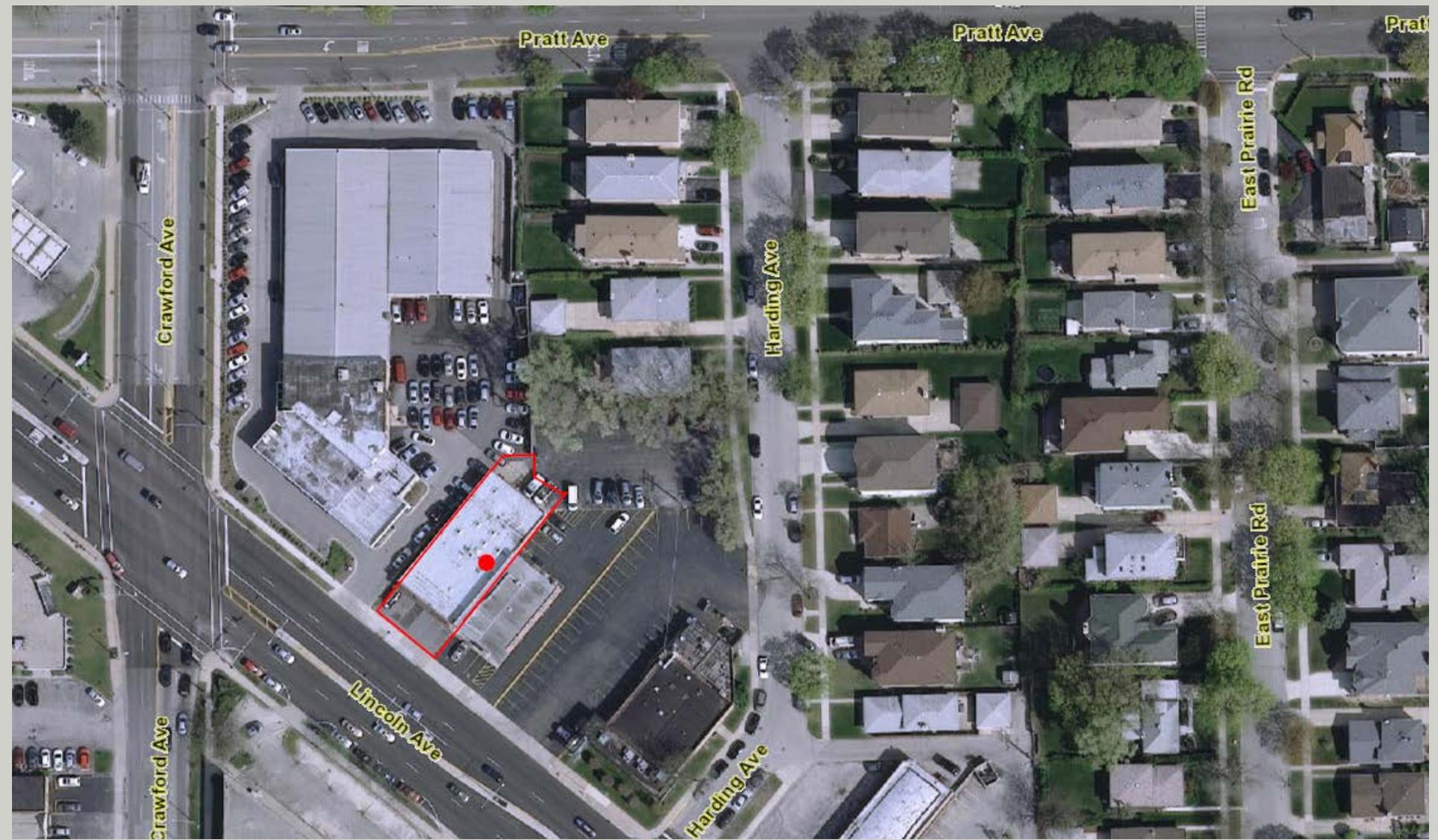
**6733-6735 North Lincoln Avenue**



CRAWFORD AVE

PRATT AVE

LINCOLN AVE



Crawford Ave

Pratt Ave

Pratt Ave

East Prairie Rd

Pratt

Crawford Ave

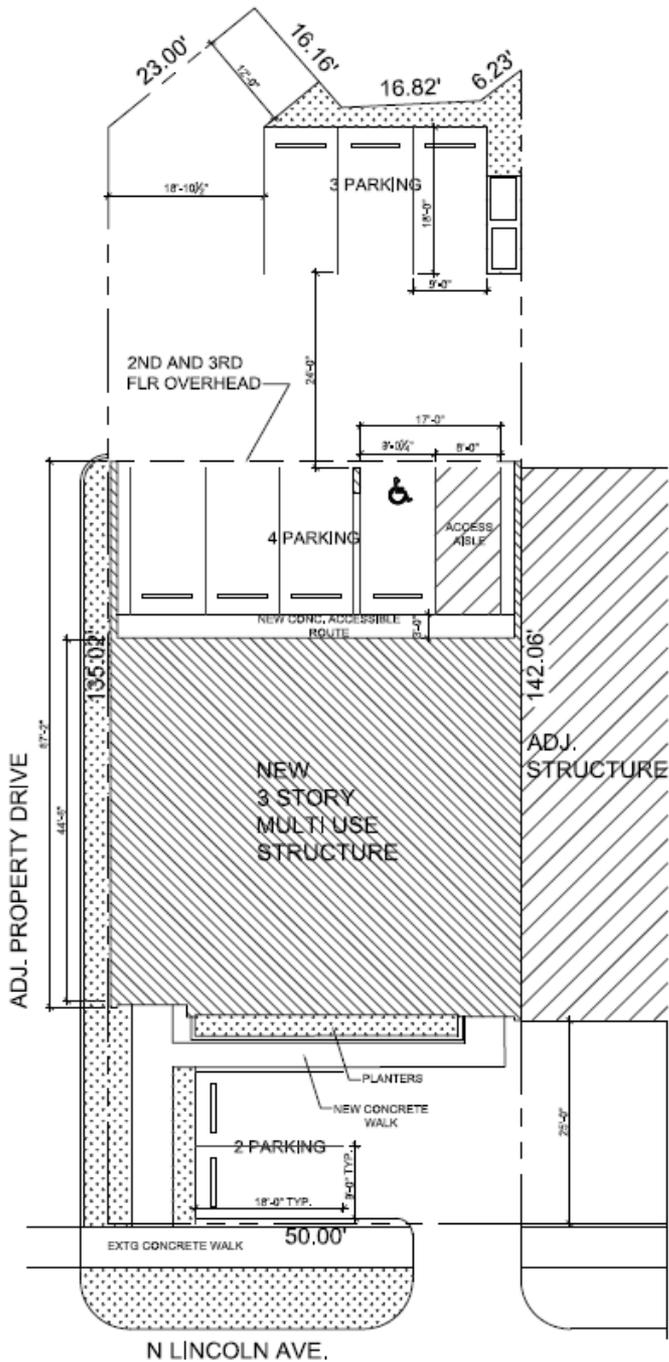
Lincoln Ave

Harding Ave

Harding Ave

East Prairie Rd

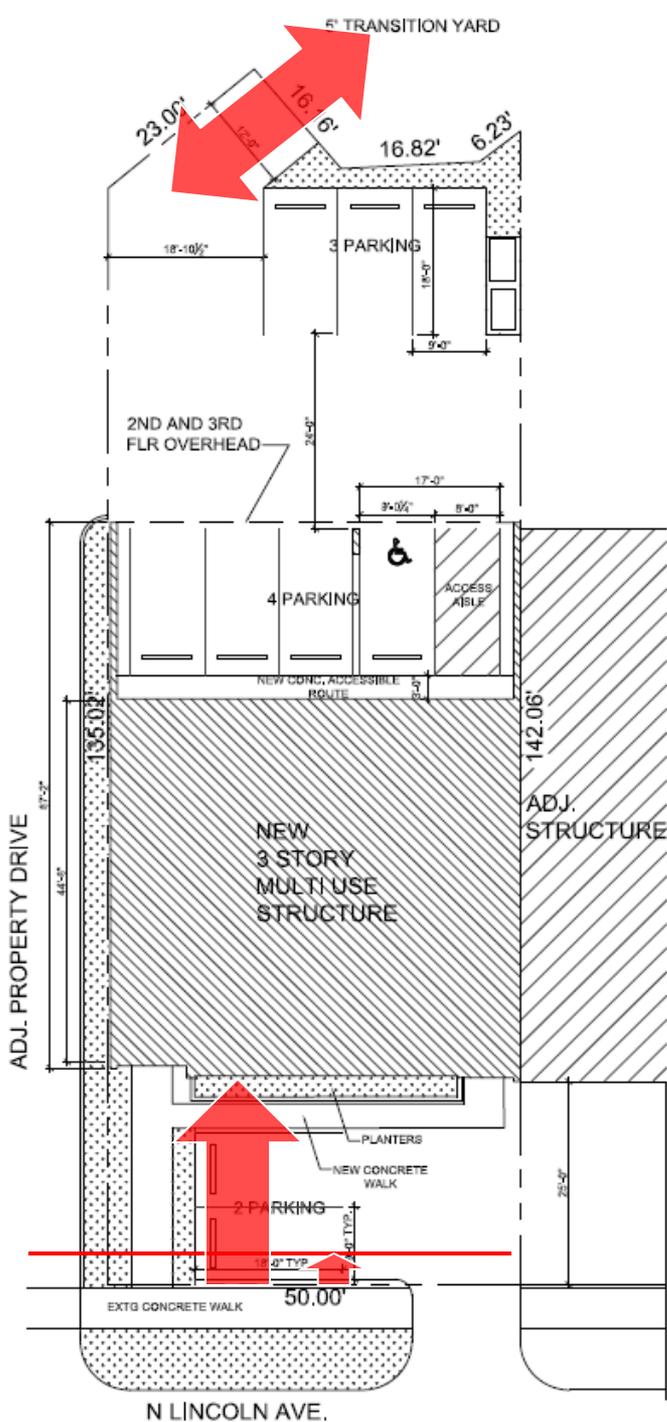
5<sup>th</sup> TRANSITION YARD



# Requested Action

- **Special Use** to Approve Residential Units Above First Floor Commercial
  - **Total of Three Residential Units**
    - One 2-bedroom unit on 2<sup>nd</sup> Floor
    - 2 Units on 3<sup>rd</sup> Floor
      - One 1-bedroom unit
      - One 2-bedroom unit

# Requested Action

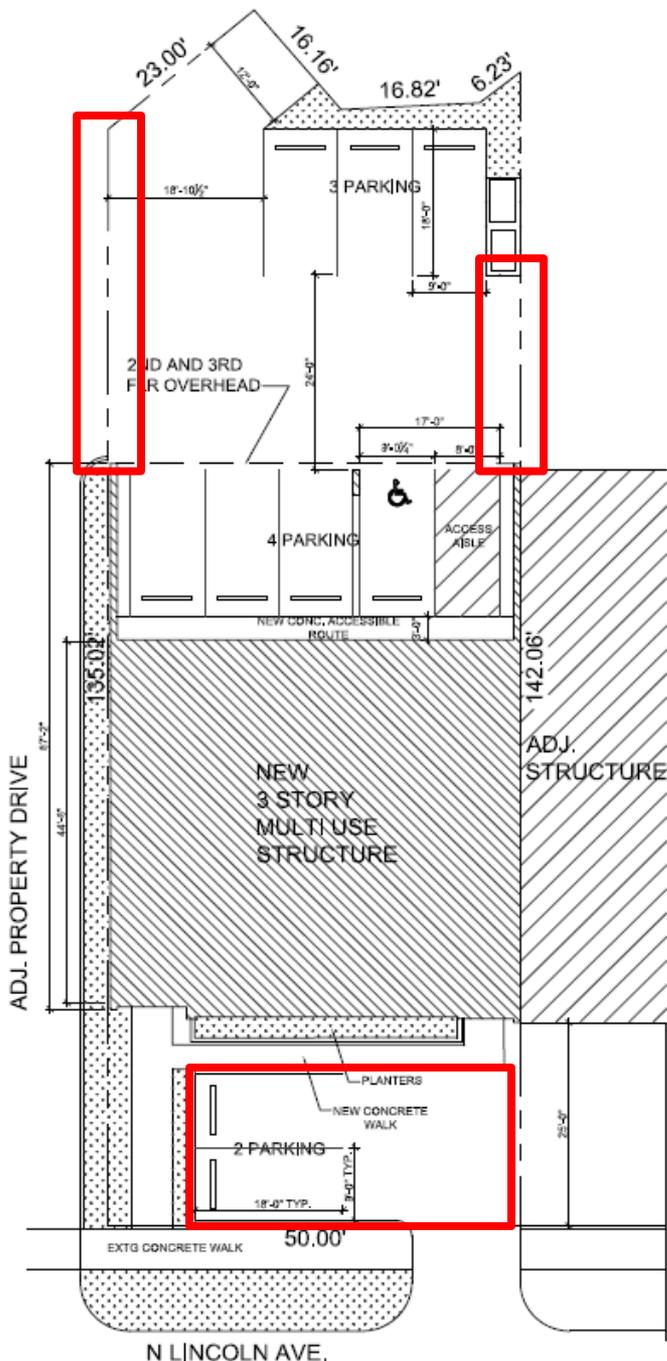


## Drive Aisle Width Variation

- Two-Way Drive Aisle  
Minimum Width – 24 Feet
- Proposed Aisle – 12 Feet

## Variation from Five-Foot Build-To Line

- Proposed Building Setback  
25 Feet



# Requested Action

## Variation from Off-Street Parking Location

- Parking Prohibited to the Front of the Building

## Variation from Minimum Perimeter Landscape

- Minimum 8-Foot Landscape Area with Screening Required
- No Landscape and Screening Provided

# **Requested Action**

**Variation** to Approve Less Than Minimum Number of Off-Street Parking

***Total Parking Required: 15 Off-Street Spaces***

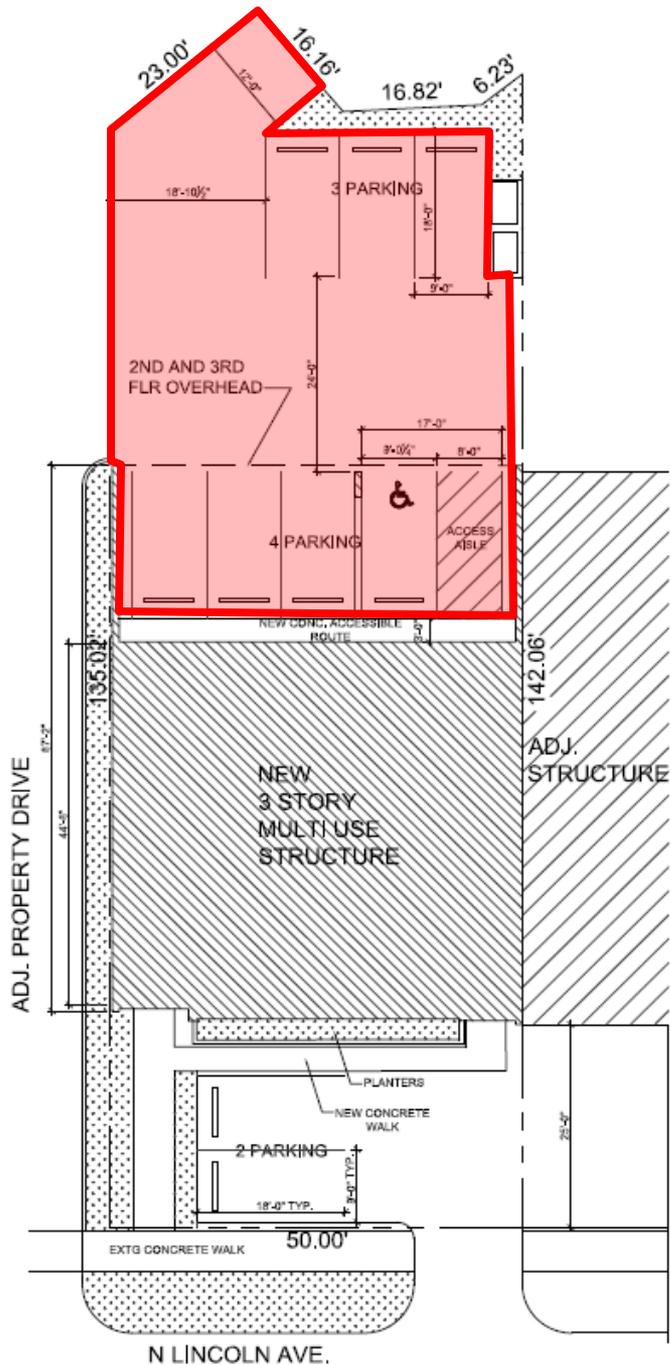
- *Furniture or appliance store: 7 spaces*
- *Office, general or professional: 4 spaces*
- *Dwellings above first floor commercial: 4 spaces*

***Total Qualifying Off-street Parking Spaces Provided: 2 \****

***\*9 off-street parking spaces are provided, but 7 do not have assurances for long-term access***

# Plan Commission Discussion

- Public Hearing opened on June 7, continued to July 5, then continued to August 2
  - Plan Commission generally agreed that this would be a positive project for the Village
  - Found there were adequate grounds for the granting of most of the Variations
  - Discussion focused primarily on off-street parking



# Parking Discussion

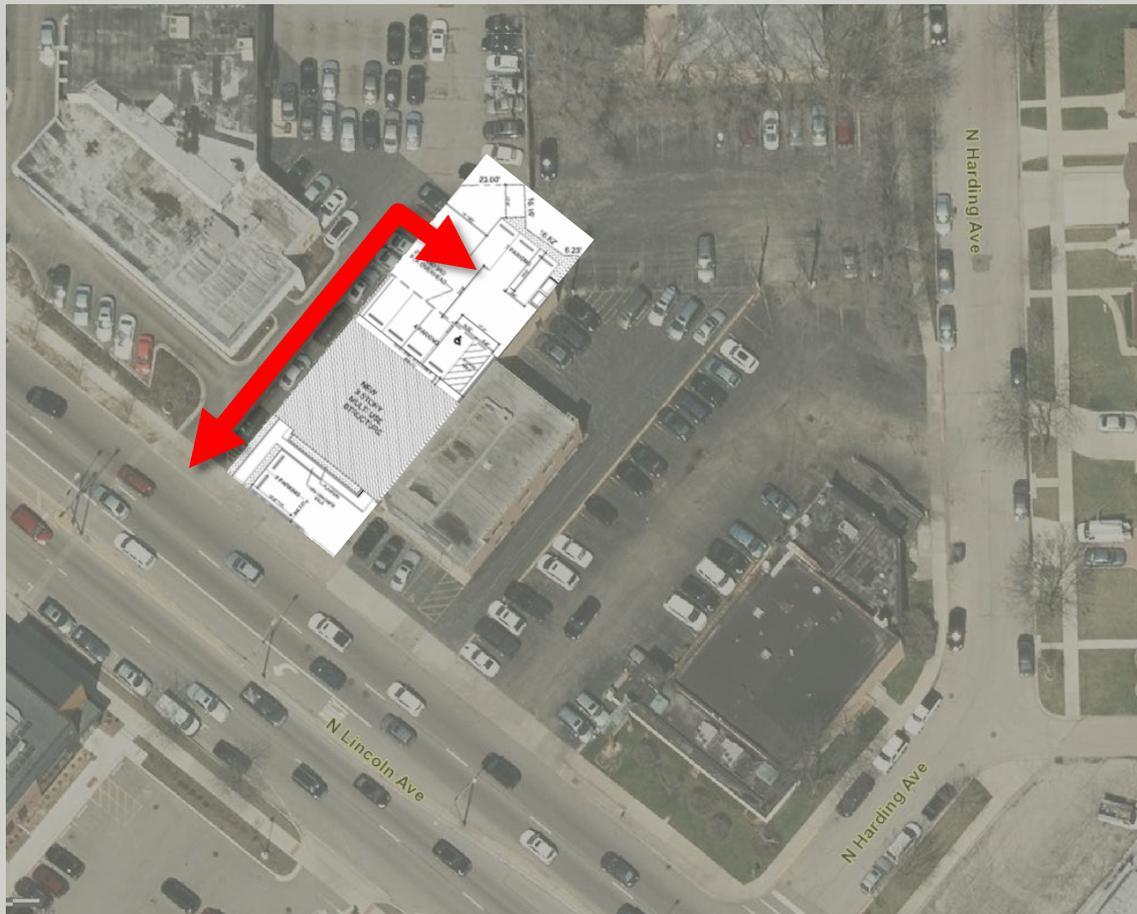
## Rear Parking Area

- Includes 7 spaces
- Requires access from adjacent property

# Access from Neighboring Properties

*Had discussions with owners of 6747 N Lincoln*

- *Potentially willing to provide access*
- *Unwilling to formalize an agreement*

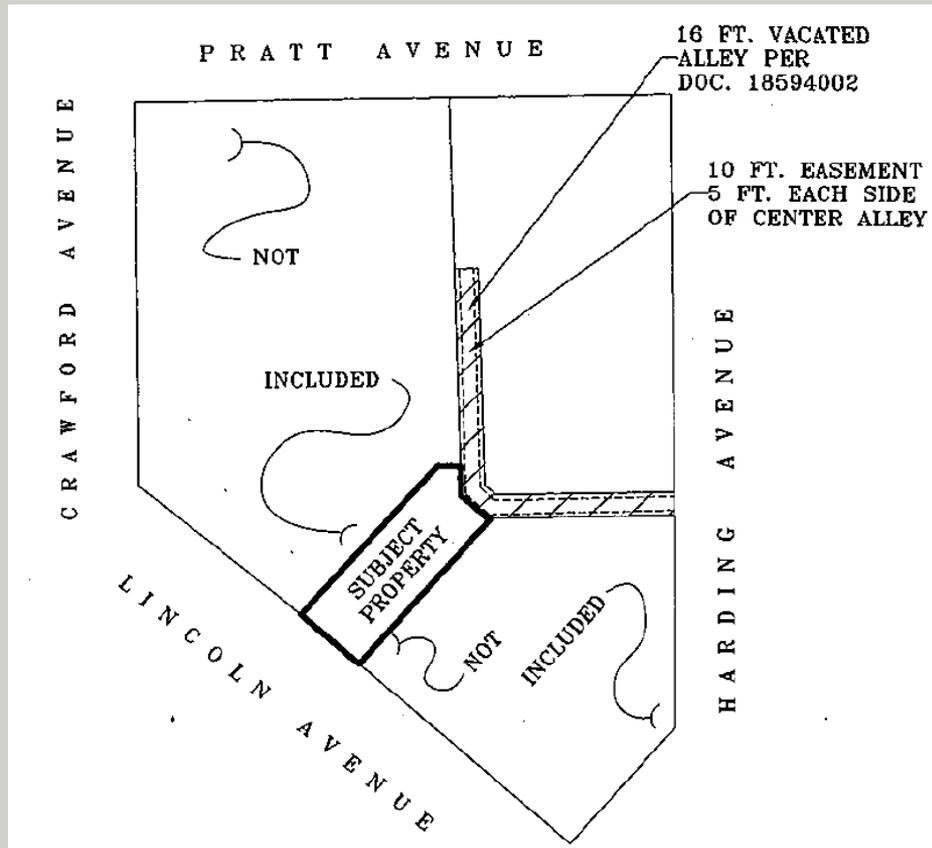




# Vacated Alley Easement

## *Public Easement*

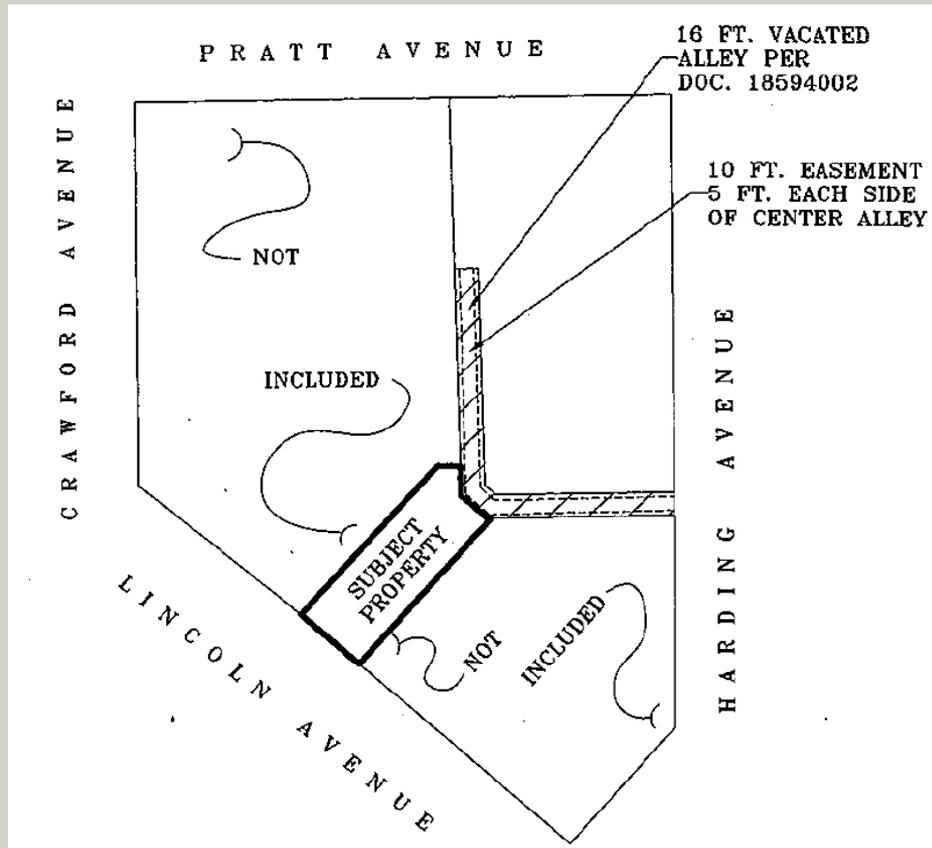
- *Established as part of alley vacation in 1962*
- *10' width dedicated to utility maintenance (by utility companies or the Village)*



# Vacated Alley Easement

## *Public Easement*

- *Does not provide for physical access to the subject property*
- *The Village cannot force cooperation from neighboring properties*



# Potential Actions

## Village

- Consider regulatory relief for seven rear parking spaces lacking permanent access (total variation relief of 13 parking spaces)
- Consider special permission to count on-street spaces on Harding Avenue toward parking requirement

## Petitioner

- Modify initial design concept to allow viable access from Lincoln Avenue
- Continue to pursue permanent access agreement with adjacent property owners
- Pursue additional property acquisition to create more viable project site

# Plan Commission Discussion

- Public Hearing opened on June 7, continued to July 5, then continued to August 2
  - Plan Commission generally agreed that this would be a positive project for the Village
  - Found there were adequate grounds for the granting of most of the Variations
  - Discussion focused primarily on off-street parking
  - **Approval of the Variation Request by a 5-1 vote**

# Plan Commission Discussion

- ZBA Hearing was held on August 16, 2017
  - Concerns that a true hardship had not been demonstrated
  - Discussion related to lack of on-street parking on the block
  - Approval of the Variation Request by a 3-1 vote

# Requested Relief

- **Special Use** to allow residential units above first floor commercial
- **Variation** to permit the new mixed-use building to be set back greater than required five-foot build-to line
- **Variation** to permit a drive aisle functioning as a two-way drive aisle to be less than the minimum width
- **Variation** to permit less than the minimum required number of off-street parking spaces
- **Variation** to permit the location of off-street parking to the front of the proposed building
- **Variation** to permit less than the required eight-foot perimeter landscape for the parking area; and

# Requested Action

- Consideration of *Approval of a Recommendation by the Plan Commission* to permit a Special Use and Five Variations at 6733-35 North Lincoln Avenue
- Direction to Village Attorney to prepare an ordinance for September 19 Village Board Meeting

# Request For Board Action

**REFERRED TO BOARD:** September 19, 2017

**AGENDA ITEM NO:** 7

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of a Recommendation by the Zoning Board of Appeals in Case #ZB-10-17 to Deny a Variation to Permit a Backup Electrical Generator to be Located Less Than Ten Feet from a Property Line at 6638 North Ramona Avenue

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

Robert Milani of Chalet Nursery, on behalf of Myles Berman, Property Owner of 6638 North Ramona Avenue, seeks a Variation in order to install a backup electrical generator less than ten feet from a property line. (Please note that this request was part of a larger Variation request that was bifurcated by the Zoning Board of Appeals.) According to the Petitioner's request, the proposed backup electrical generator would be located approximately five feet from the north side lot line. The Petitioner stated that permission to locate the generator in this portion of the rear yard would provide two benefits: 1) It would create less disruption to the usable space on the rear yard; and 2) It would reduce the length of underground electrical and gas services that would need to be run to operate the generator. The primary zoning considerations related to this request include the following:



### **Demonstrated Hardship**

The Zoning Board of Appeals generally found that a hardship was not established related to this request. (Draft meeting minutes from the August 16, 2017 Public Hearing and Variation standards are included as attachments to this report.) Some members of the Zoning Board of Appeals stated that they feel the request is based on convenience rather than hardship.

### Proximity to Neighboring Properties

The request would allow the backup electrical generator to be located five feet from the adjacent residential property to the north. The most relevant potential impact related to the smaller setback is noise. Based on manufacturer specifications, the generator would produce the following levels of noise:

- Approximately once a week for a period of up to ten minutes, the generator would have to be “exercised” to ensure proper operation. During this time, the generator would generate noise at a level of 58 db(A) at a distance of 23 feet from the unit (or 18 feet on to the adjacent property.) This is in excess of the Village’s maximum thresholds for noise in residential districts (50 db(A) between 7:00 a.m. and 6:00 p.m. and 45 db(A) between 6:00 p.m. and 7:00 a.m.); and
- During emergency use, the generator would generate noise at a level of 66 db(A) at a distance of 23 feet from the unit. Again, this would be in excess of the permitted noise thresholds described above.



In anticipation of this impact, the property owner of the subject property sought the support of the adjacent neighbors to the north for this request. In a letter included as an attachment to this report, the adjacent neighbors state that the property owner demonstrated a willingness to identify a time of the week for the “exercising” of the generator that would minimize noise impacts.

### Requested Zoning Action

Section 3.10(1) Permitted Obstructions in Yards allows for backup electrical generators to be located in the rear yard. However, it requires that they be set back at least ten feet from all property lines. The Petitioner’s plan indicates that the backup electrical generator would be located approximately five feet from the northern side lot line. The Petitioner’s request is to consider approval of a Variation that would permit the installation of a backup electrical generator five feet from a property line instead of the required ten feet.

### Public Hearing

Acting Chairman O’Brien swore in the Petitioners, Robert Milani and Eleanor Brandt of Chalet Nursery, 3132 Lake Avenue, Wilmette, Illinois, and Robert Bacci from Generac Generators.

Commissioner Keller asked Mr. Berman to restate his hardship regarding the placement of the generator. Mr. Berman stated meeting the requirements would disrupt the usable area of his backyard and make it harder to service. Mr. Bochi also stated that running underground electric and gas lines would increase the cost of the improvement for Mr. Berman.

Acting Chairman O’Brien asked if anyone in the audience would like to address the Zoning Board of Appeals regarding this issue. Let the record state that no one came forward.

Acting Chairman O’Brien did not have an issue with the placement of the generator, but noted that the proposed location does not constitute a hardship as is required for granting Variations. Commissioner Heller had concerns with the proposed placement of the generator than the six-foot-tall fence.

### **Plan Commission Recommendation**

Several members of the Zoning Board of Appeals stated that they did not believe a hardship had been demonstrated. Rather, they felt the request is based more on property owner preference and convenience rather than the standards dictating hardship. Based on this finding, the Zoning Board of Appeals passed a motion recommending denial of the request by a vote of 3-1.

### **FINANCIAL IMPACT:**

None

### **DOCUMENTS ATTACHED:**

1. August 16, 2017 ZBA Staff Report
2. August 16, 2017 ZBA Meeting Minutes (Draft)
3. Zoning Variation Application
4. Plat of Survey Showing Location of Fence and Backup Generator
5. Generator Manufacturer Specifications
6. Letter of Support from 6662 North Ramona Avenue
7. Relevant Regulations and Variation Standards
8. Village Board PowerPoint Presentation

### **RECOMMENDED MOTION:**

**Move to concur** with the Plan Commission recommendation denying approval of a Variation to permit a backup electrical generator to be located less than ten feet from a property line at 6638 North Ramona Avenue, and to direct the Village Attorney to draft a Resolution supporting this motion.



## Zoning Board of Appeals Staff Report

### Case #ZB-10-17

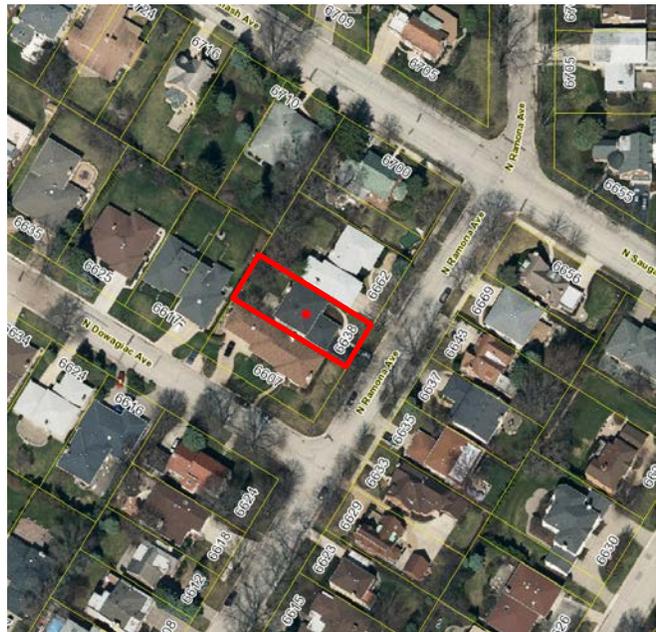
August 16, 2017

**Subject Property:**  
6638 North Ramona Avenue

**Zoning District:** R-1, Residential

**Petitioner:** Robert Milani, of Chalet Nursery, on behalf of Myles Berman, Property Owner

**Requested Action:** Approval of three Variation requests, including 1) permission to install a “semi-private” fence in the side yard; 2) permission to install a six-foot tall fence in the side yard; and 3) permission to install a backup generator less than 10 feet from a property line.



**Nature of Request:** The Petitioner seeks approval of two Variations to allow for the construction of a six-foot tall semi-private fence along the southwestern side lot line, and one Variation to allow for the installation of a backup generator approximately five feet from the northeastern side lot line.

**Notification:** Notice was published in the Chicago Tribune on July 27, 2017, a Public Hearing Sign installed at 6638 North Ramona Avenue, and Legal Notices were mailed on July 27, 2017 to Properties within 250 Feet.

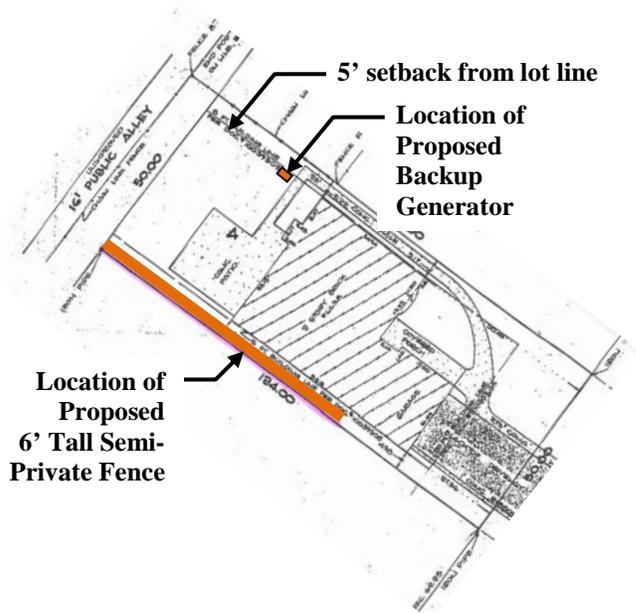
### **Summary of Request**

The Petitioner is seeking approval to construct a 79-foot long, six-foot tall semi-private fence along the southwest side lot line. The fence would begin at the rear lot line, and extend along the side lot line. The fence would end along the side of the primary structure, roughly in line with the front of the main portion of the house. The Petitioner is also seeking approval to install a backup generator in the rear yard approximately five feet from the northeastern side lot line.

**Requested Action:**

The Petitioner is requesting consideration of Variations from the following sections of the Village of Lincolnwood Zoning Ordinance:

- Section 3.13(11)c. Fences and Natural Screening of the Village zoning ordinance states that “open fences of all types allowed by this regulation not more than four feet in height are allowed in side yards. Notwithstanding the foregoing wrought iron fences, as defined herein, up to a maximum six feet in height, may be erected in rear and side yards.” The Petitioner’s request requires two Variations:
  - One to allow for a six-foot tall fence in the side yard, and
  - One to allow for a semi-private fence in the side yard.
- Section 3.10(1) Permitted Obstructions in Yards allows for backup electrical generators to be located in the rear yard. However, it requires that they be setback at least ten feet from all property lines. The Petitioner’s plan indicates that the backup electrical generator would be located approximately five feet from the northeastern side lot line.



**Considerations:**

The proposed improvements require relief from the Zoning Ordinance based on the height and percent openness of the fence in the side yard, as well as the proposed location of the backup generator. Staff feels that the following considerations warrant discussion when determining the appropriateness of this request:

**Proximity and Orientation of Neighboring Property to the Southwest**

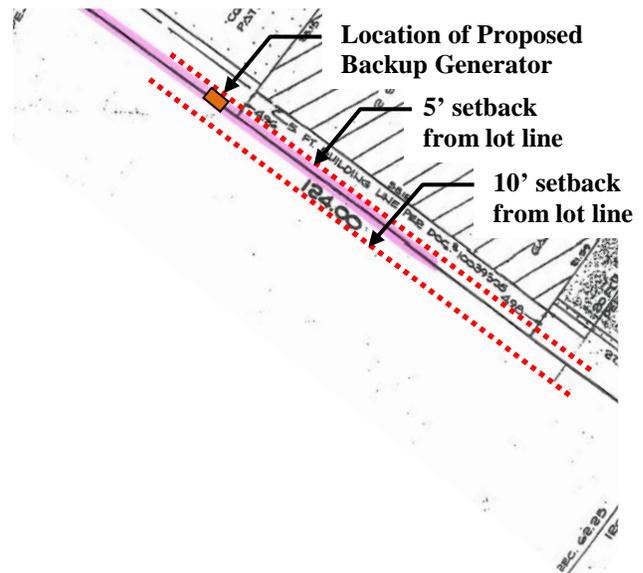
In discussions with Village staff, the Property Owner identified the physical relationship with the residential property to the southwest as a key reason for the request for the Variation to allow for a six-foot tall semi-private fence in the side yard. That neighboring property (6607 North Dowagiac) fronts on and is oriented toward Dowagiac Avenue. Its façade abutting the subject property is located only about 12 feet from the side façade of the home on the subject property. This spacing is typical of other structures in the neighborhood.



Based on the Village's definitions of various lot lines and yards, the lot line of 6607 North Dowagiac that abuts the subject property is considered the side lot line. However, because 6607 North Dowagiac's front-facing façade is on Dowagiac, the façade abutting the subject property is designed as its rear façade. As a result, it has fewer windows and includes some infrastructure elements in close proximity to the side façade of the subject property.

### **Location of the Backup Generator relative to Usable Yard Area**

In discussions with Village staff, the Property Owner indicated that meeting the requirements of the Zoning Ordinance to provide a 10-foot setback from the property line for the backup generator would disrupt the usable backyard area of the property.



### **Comparative Noise Levels and Hours of Use**

The proposed generator would create sound during regular operations (when the property would be without power) and during regular "exercising", or periodic running to ensure effective operations in case of an emergency. Based on manufacturer information provided as an attachment to this report, the full operation of the generator unit would result in noise levels of approximately 66 decibels at 23 feet from the unit. Exercising the unit will result in noise levels of approximately 58 decibels at 23 feet from the unit. The noise levels for exercising the unit are within the Village's thresholds for permitted noise levels in residential areas during the day. The Petitioner has expressed a willingness to work with the neighbors in 6662 North Ramona Avenue to identify appropriate times for exercising the unit.

### **Variation Standards**

*Section 5.15(7) Major Variations* of the Village zoning ordinance identifies eight standards related to this case to be used in determining "whether in a specific case there are practical difficulties or particular hardships in the way of carrying out the strict letter of this Zoning Ordinance." These standards are included as an attachment to this report.

### **Public Comment**

A letter of support was submitted by Koorosh and Minoo Banayan, property owners at 6662 North Ramona Avenue, immediate neighbors to the northeast of the subject property. The letter states that Mr. Berman has provided Mr. and Mrs. Banayan with information regarding the generator, as well as details of his request. The letter supports Mr. Berman's request, and states that he is willing to discuss appropriate times for regular "exercising" of the backup generator.

**Conclusion**

The Petitioner is seeking approval to construct a 79-foot long, six-foot tall semi-private fence along the southwest side lot line. The fence would begin at the rear lot line, and extend along the side lot line. The fence would end along the side of the primary structure, roughly in line with the front of the main portion of the house. The Petitioner is also seeking approval to install a backup generator in the rear yard approximately five feet from the northeastern side lot line. The request for Variations to permit installation of the fence is the result of inherent physical characteristics of the property, while the request for the Variation to install the backup generator is based primarily on preference of the property owner.

**Documents Attached**

1. Zoning Variation Application
2. Plat of Survey Showing Location of Fence and Backup Generator
3. Generator manufacturer Specifications
4. Letter of Support from 6662 North Ramona Avenue
5. Photos of 6638 North Ramona
6. Variation Standards



**MEETING MINUTES  
OF THE  
ZONING BOARD OF APPEALS  
AUGUST 16, 2017 – 7:00 P.M.**

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

**MEMBERS PRESENT:**

Acting Chairman Kathy O'Brien  
Paul Grant  
Bruce Heller  
Martina Keller

**MEMBERS ABSENT**

Chairman Herb Theisen  
Chris Nickell  
Kirill Vorobeychik

**STAFF PRESENT:**

Doug Hammel, AICP, Community Development Manager

**I. Call to Order**

Development Manager Doug Hammel announced that since Acting Chairman O'Brien was detained, he would begin the staff presentations; however, no open discussion can begin until the meeting has been called to order. Acting Chairman O'Brien arrived at 7:33 p.m. and called the meeting to order.

**II. Pledge of Allegiance**

**III. Approval of Minutes**

**Motion to approve** the June 21, 2017 Zoning Board of Appeals Minutes, was made by Commissioner Grant and seconded by Commissioner Keller.

**Aye: Grant, Keller, Heller, and O'Brien**

**Nay: None**

**Motion Approved: 4-0**

**IV. Case #ZB-07-17: 6850 North Lowell Avenue – Fence Variation (Continued from June 21, 2017 and July 19, 2017)**

Development Manager Hammel announced Case #ZB-07-17 for consideration of a request by Michael and Amanda Gutwaks, property owners, to allow an existing non-compliant fence and gate to remain in place in the north and south side yards near the front façade of the home. The fence and gate require

Variations to allow them to be set back less than three feet from the front façade of the home and to allow for a semi-private fence in the side yard.

The Petitioners were issued a building permit in 2015 which included fence improvements along the side and front of the house. The Zoning Code requires fences to be set back three feet from the front of the house and fifty percent open. Upon inspection in 2016, the fence was found to be noncompliant. The Petitioner's fence was installed thirteen inches from the front of the house, where three feet is required, and was not an "open" design.

Development Manager Hammel presented the definitions and placement of open and semi-private fences and restated the requested Variations. Petitioner hardships include inhibiting maneuverability of their trash bins due to the concrete stoop outside their side door, the location of the fence to hide external utilities from street view, and compatibility with the neighbor's fence which looks aesthetically pleasing.

The Standards for Granting Variations, precedent cases, and letters of support from residents Reese and Joel Gratch (6825 North Lowell Avenue), and a phone call in support from Leah Brennan (6834 North Lowell Avenue) were presented for review and discussion. No public opposition was received regarding these requests.

Acting Chairman O'Brien announced Case #ZB-07-17 and swore in the Petitioner, Mr. Michael Gutwaks, 6850 North Lowell Avenue. Mr. Gutwaks stated the reasons for the requested Variations were presented by Development Manager Hammel and believes that having the fence hide the trash bins and utility meters, as well as matching their neighbor's fence, adds beauty and value to the neighborhood.

Acting Chairman O'Brien asked if anyone in the audience would like to address the Zoning Board of Appeals regarding this issue. Let the record state that no one came forward.

Commissioner Keller asked for confirmation if the stoop was already there when the fence was installed and if this fence was a replacement. Mr. Gutwaks replied that the stoop was already there and the fence was a replacement since the fence was rotting. Mr. Gutwaks also mentioned they have made many improvements to their property such as landscaping, pavers, and a portico. If the fence were to be moved, there would be considerable cost to move and/or replace these improvements. While Commissioner Keller was appreciative of the improvements that were made to beautify their home, the fence building standards were provided but ignored. Commissioner Keller stated that this type of behavior sends a dangerous message and should be discouraged.

Commissioner Heller asked about the culpability of the contractor. Mr. Gutwaks replied that the contractor would move the fence, at no cost, but there would be considerable cost to them if they needed to remove or replace the improvements made subsequent to the installation of the fence.

Acting Chairman O'Brien concurred with Commissioner Keller about the message this sends if the building standards are ignored. The issue for Commissioner Keller was not the side fence, but the fence in front. Development Manager Hammel presented several options if the ZBA were to approve these Variations.

**Motion to consider approval** of the setback Variation from the required three feet to thirteen inches and the percentage of “open” fence area along the side property lines. The property owner will be required to modify the fence parallel to the front of the façade to be at least fifty percent open, but the location of the fence can remain as was made by Commissioner Grant and seconded by Commissioner Heller. This motion will be heard at the September 5, 2017 Village Board meeting.

**Aye: Grant, Heller, and O’Brien**

**Nay: Keller**

**Motion Approved: 3-1**

**V. Case #ZB-08-17: 6641 North Trumbull Avenue – Building Coverage Variation**  
*(Continued from July, 19, 2017)*

Acting Chairman O’Brien announced Case #ZB-08-17 for consideration of a request by Jose Quizhpi, property owner, to allow the replacement of a one-car garage with a new two-car garage in the rear yard. The proposed garage requires a Variation to allow for total building coverage on the property of greater than 35 percent.

Development Manager Hammel stated that the existing total building coverage is 1,567-square feet or 38.6 percent, and the Petitioner is proposing a two-car garage which would increase the total building coverage to 1,664-square feet or 40.8 percent. The Zoning Code establishes a maximum building coverage of 35 percent. This proposed increase would have minimal impact on neighboring properties, does not impact existing trees, and is compliant with all other Code requirements, including lot coverage.

The Standards for Granting Variations and precedent cases were presented for review and discussion. No public opposition was received regarding this request.

Acting Chairman O’Brien swore in the Petitioner, Mr. Jose Quizhpi, 6641 North Trumbull Avenue. Mr. Quizhpi stated his hardship is limited parking spaces on the block, especially after 6:00 p.m.

Commissioner Grant noted that the Petitioner’s hardship was not included in the Staff Report. Development Manager Hammel replied that it has been the past intention of the ZBA is that a two-car garage is considered the accepted base standard for off-street parking. Acting Chairman O’Brien concurred that Trumbull Avenue has limited street parking. Mr. Quizhpi’s neighbor, Mr. German Bedoya, spoke of his support for the garage and reiterated the limited parking on Trumbull Avenue.

Acting Chairman O’Brien asked if anyone in the audience would like to address the Zoning Board of Appeals regarding this issue. Let the record state that no one came forward.

**Motion to recommend approval** of a Variation to increase the building coverage from 1,567-square feet or 38.6 percent to 1,664-square feet or 40.8 percent was made by Commissioner Keller and seconded by Acting-Chairman O’Brien. This motion will be heard at the September 5, 2017 Village Board meeting.

**Aye: Keller, Heller, and O’Brien**

**Nay: Grant**

**Motion Approved: 3-1**

**VI. Case #ZB-09-17: 6849 North Longmeadow Avenue – Special Fence Approval**

Acting Chairman O'Brien announced Case #ZB-09-17 for consideration of a request by Robert Tucker, property owner, to allow the installation of a sound wall along the east property line abutting Interstate 94. The proposed sound wall requires approval of a Special Fence based on its proposed ten-foot height, lack of open area in the proposed fence design, and proposed location on the property.

Development Manager Hammel stated that the Petitioner is requesting installation of a sound wall to block the noise from the Edens Expressway. The rear property line is 53 feet away from the Edens Expressway.

The proposed sound wall is 10-feet tall and 230-feet long to be placed along the east lot line. The wall itself is a PVC composite with steel support beams. This wall is consistent with other sound barriers installed along many highways.

Special Fence approval is required for the ten-foot height, solid design, and location in the front and side yards. The Special Fence Standards, precedent cases, and aesthetic impacts were presented for review and discussion. No public comment was received regarding this request.

Acting Chairman O'Brien swore in the Petitioner, Mr. Robert Tucker, 6849 North Longmeadow Avenue. Mr. Tucker noted that due to the height of his home, the ten-foot fence would reduce more noise than an eight-foot-tall fence. Mr. Tucker also plans to plant arborvitaes along the length of the fence which would be beige to match the color of his home. Mr. Tucker stated he has two small children and is unable to hear them in the back yard due to the noise from the Edens Expressway.

Development Manager Hammel noted that Special Fence approval does not follow the hardship standards required when requesting a Variation.

Commissioner Keller inquired as to why the Village has not installed any type of sound wall to shield residents from the noise from the Edens instead of residents having to pay for this costly improvement themselves. Development Manager Hammel replied that these walls are typically installed by the Illinois Department of Transportation as part of a larger improvement project.

There was concern about the gap in the wall between the subject property and the neighbor's property and the narrowness for landscaping between the driveway and the proposed wall. Mr. Tucker replied this gap will remain but there is ample landscaping between the properties. Mr. Tucker will have tall, full arborvitaes planted in this area. Acting Chairman O'Brien also expressed concern about structural stability. Mr. Tucker noted that the fence is of the highest quality and will be installed accordingly. Development Manager Hammel said that the fence would go through a building permit review.

Acting Chairman O'Brien stated that she had no issue with the solid nature of the fence or the location, but did have an issue with the ten-foot height. Commissioner Heller did not have an issue with the height, but would like to add landscaping to any proposed motion. Acting Chairman O'Brien also stated the portion of the fence by the northeast corner of the driveway to the cul-de-sac to be eight feet in height for aesthetic purposes.

Acting Chairman O'Brien asked if anyone in the audience would like to address the Zoning Board of Appeals regarding this issue. Let the record state that no one came forward.

**Motion to recommend approval** of a Special Fence request with a height up to ten feet, with the condition that appropriate landscaping be provided along the portion of the wall on the eastern corner of the property was made by Commissioner Heller and seconded by Commissioner Keller. This motion will be heard at the September 5, 2017 Village Board meeting.

**Aye: Heller, Keller, Grant, and O'Brien**

**Nay: None**

**Motion Approved: 4-0**

**DRAFT**

**VII. Case #ZB-10-17: 6638 North Ramona Avenue – Fence Variation and Generator Location Variation**

Acting Chairman O'Brien announced Case #ZB-10-17 for consideration of a request by Chalet Nursery, on behalf of Myles Berman, property owner, to approve three Variations. The three Variations include: 1) to allow for the construction of a six-foot-tall fence in the side yard along the southern property line; 2) to allow the proposed fence along the southern property line to be built as a solid fence; and 3) to allow for the installation of a backup electrical generator less than five feet from the northern side lot line.

Development Manager Hammel presented unique conditions of the property which include the close proximity and orientation of the neighboring property to the southwest. The proposed fence will be a 6-foot solid fence (not a "semi-private" fence, as noted in the Staff Report). The Zoning Code states that only open fences no more than four feet in height in side yards, with the exception of wrought iron fences that do not apply to this case. Additionally, the Petitioner is proposing to install a backup generator five feet from the northeastern side lot line. The Zoning Code requires backup generators be installed ten feet from all property lines. The Petitioner stated in his application if the generator were to be installed within the parameters of the Zoning Code, the backyard would become disjointed and not as functional with the generator placed in the middle of the yard. Another consideration in the placement of the generator was the noise factor. Decibel levels were shown during emergency use (66 decibels) and "exercising" use (58 decibels) from 23 feet away. The Zoning Code requires a decibel level maximum of 50 decibels at an adjacent residential lot line.

A letter of support was received from neighbors Koorosh and Minoo Banayan, 6662 North Ramona Avenue. Mr. Berman and the Banayans have met to identify mutually agreeable "exercising" times to minimize disruption. The generator is exercised for five minutes at a time once a week.

The Standards for Granting Variations and precedent cases were presented for review and discussion.

Acting Chairman O'Brien swore in the Petitioners, Robert Milani and Eleanor Brandt of Chalet Nursery, 3132 Lake Avenue, Wilmette, Illinois and Robert Bacci from Generac Generators. Mr. Milani clarified the distance between the the subject home and the home to the south. The distance between the structures was originally indicated to be twelve feet, but, in fact, the distance Mr. Berman's foundation is six feet from the property line and the neighbor's foundation is four feet from the property line. An additional photo exhibit was presented to the Commissioners by Eleanor Brandt showing the close proximity of the two homes.

Commissioner Heller and Acting Chairman O'Brien had issue with the fence blocking natural light into the home at 6607 North Ramona Avenue. Mr. Milani and Ms. Brandt replied that existing trees shield natural light into the neighbor's windows, and the proposed fence would not negatively impact the light into that residence. Mr. Milani stated that the proposed fence would be screened by the existing landscaping at 6607 North Ramona Avenue. Ms. Brandt noted that the proposed fence is a cedar board on board fence, not a solid wood fence. Development Manager Hammel replied no public comment was received regarding this request. Mr. Berman, property owner, stated his dining room and kitchen windows look directly into his neighbor's bedroom window, which forces him to keep the shutters closed.

Commissioner Keller asked the Petitioners to reiterate the hardship for requesting a six-foot solid fence instead of the required four- or five-foot fence. Ms. Brandt replied the hardship is the unique circumstances of the lot and the proximity and orientation of the homes. There is no privacy between these two residences. Due to the close proximity, a line of hedges would not be as aesthetically pleasing as the proposed fence. Additionally, with the lack of natural light, the hedges would not thrive.

Commissioner Keller asked the Mr. Berman to restate his hardship regarding the placement of the generator. Mr. Berman replied his lot is small, and he would like to have the generator moved out of the way and not placed in the middle of his backyard. Moving the generator would also make it easier to service. Mr. Berman agreed with Commissioner Keller that these conditions are more of a convenience than an actual hardship. Mr. Bochi stated the generator is required to be placed at a minimum of five feet from any door or window for ventilation purposes. Mr. Bochi also stated that running underground electric and gas lines would be a costly endeavor for Mr. Berman.

Acting Chairman O'Brien asked if anyone in the audience would like to address the Zoning Board of Appeals regarding this issue. Let the record state that no one came forward.

Acting Chairman O'Brien did not have an issue with the placement of the generator, but noted that the proposed location does not constitute a hardship as is required for granting Variations. Acting Chairman O'Brien did have an issue with granting a Variation for the fence as a hardship was not demonstrated. Commissioner Heller had more of an issue with the placement of the generator than the six-foot-tall fence. Acting Chairman O'Brien requested that the fence and generator be separated into two motions.

**Motion to recommend denial** of the request for the placement of the backup generator was made by Commissioner Heller and seconded by Commissioner Keller.

**Aye: Heller, Keller, and Grant**

**Nay: O'Brien**

**Motion Approved: 3-1**

**Motion to recommend approval** of the request for a six-foot-tall semi-private fence in the side yard, as presented, was made by Commissioner Heller and seconded by Commissioner Keller. This motion will be heard at the September 5, 2017 Village Board meeting.

**Aye: Heller, Keller, Grant, and O'Brien**

**Nay: None**

**Motion Approved: 4-0**

**VIII. Rescheduling of the September 20, 2017 Regular Meeting of the ZBA**

Development Manager Hammel noted that September 20, 2017, at sundown, is the first night of Rosh Hashanah. Wednesday, September 27, 2017 is an open date on the Village calendar. A memorandum to all ZBA members will be sent out confirming availability. Commissioner Keller questioned Mr. Hammel about the rule governing Commissions with respect to missed meetings and eligibility to stay on said Commissions. Development Manager Hammel replied that he would check into this matter and respond accordingly.

Acting Chairman O'Brien asked if there was anyone in the audience who would like to address the Zoning Board of Appeals. Let the record state that no one came forward.

Acting Chairman O'Brien inquired as to whether the Plan Commission could look into the issue of changing the Code for approving two-car garages to be granted by the Village Zoning Officer as a Minor Variation versus the current Major Variation process. Development Manager Hammel stated that this issue will be pursued.

**IX. Next Meeting**

The next meeting of the Zoning Board of Appeals is scheduled for Wednesday, September 20, 2017 or will be rescheduled to Wednesday, September 27, 2017. *(Since the drafting of these minutes, it has been confirmed that the next meeting of the Zoning Board of Appeals will be on September 27, 2017 at 7:00 p.m.)*

**X. Adjournment**

**Motion to adjourn** was made by Commissioner Grant and seconded by Acting Chairman O'Brien. Meeting adjourned at 9:30 p.m.

**Aye: Grant, O'Brien, Heller, and Keller**

**Nay: None**

**Motion Approved: 4-0**

Respectfully submitted,

Kathryn M. Kasprzyk  
Community Development Coordinator



**VILLAGE OF LINCOLNWOOD Public Hearing Application**  
**Community Development Department Variations**

**SUBJECT PROPERTY**

Property Address: 6638 North Ramona Avenue

Permanent Real Estate Index Number(s): 10333070250000

Zoning District: R1 Lot Area: 6,600 SF

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.  
2-Story residential structure.

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

**REQUESTED ACTION**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Variation - Residential | <input type="checkbox"/> Variation - Signs/Special Signs |
| <input type="checkbox"/> Variation - Non-Residential        | <input checked="" type="checkbox"/> Minor Variation      |
| <input type="checkbox"/> Variation - Off-Street Parking     | <input type="checkbox"/> Other                           |
| <input type="checkbox"/> Variation - Design Standards       |  |

**PROJECT DISCUSSION**

Describe the Request and Project: Request to install approximately 79 linear feet of 6' tall board-on-board fence along the south-west property line; extending forward past perpendicular with the rear edge of the structure.  
Request to install generator within the 10' setback.

**PROPERTY OWNER/PETITIONER INFORMATION**

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

Name: Myles Berman

Address: 6638 North Ramona Avenue

Telephone: (847) 679-5535 Fax: ( ) E-mail: MBerman@foley.com

**Petitioner:** *(if Different from Owner)*

Name: Chalet (Robert Milani, Eleanor Brandt) Relationship to Property: Landscape Architect

Address: 3132 Lake Avenue, Wilmette, IL 60091

Telephone: (847) 688-0561 Fax: (847) 256-0561 E-mail: EleanorB@chaletnursery.com

**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



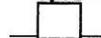
Photos of the Property



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: Myles Berman  
Address: 6638 North Ramona Avenue  
City, State, Zip: Lincolnwood IL 60712

## ATTESTMENT AND SIGNATURE

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

PROPERTY OWNER:

Myles Berman  
Signature

Myles Berman

Print Name

JUNE 24, 2017  
Date

PETITIONER: (if Different than Property Owner)

Robert A. Milani  
Signature

Chalet

Print Name

ROBERT A. MILANI  
Date 7/13/17

**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

- 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.

See Attached

- 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.

See Attached

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

See Attached

**VARIATION STANDARDS (Continued)**

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

See Attached

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.

See Attached

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

See Attached

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.

See Attached



# 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.

N/A

10. The proposed sign complies with any additional standards or conditions set forth in Article XI of the Zoning Ordinance.

N/A

11. The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any.

N/A

12. The proposed sign conforms with the design and appearance of nearby structures and signs.

N/A



# 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.

# Public Hearing Application – Variation Standards

6638 Ramona Avenue

Lincolnwood, IL

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

The requested Variations are consistent with the stated intent of Article 1 Section 1.03 1a of the Zoning Ordinance which states "This Zoning Ordinance is adopted for the purpose of: a. Promoting and protecting the public health, safety, comfort, morals, convenience, and general welfare.

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

The distance between the south side of 6638 Ramona and the rear of the neighboring property (6607 Dowagiac) is quite narrow. The distance is insufficient to allow for adequate growth conditions for use of natural screening such as an evergreen hedge to achieve privacy in the rear or side yard of 6638 Ramona.

Chapter 15 Article IV Part C Section 4.11 Yard Standards also states that the rear yard setback for a corner lot such should be 5' or 10% of lot width. From field measurements and measurements taken from the Community Map, the neighboring property (6607 Dowagiac) is non-conforming.

The rear façade along the north side of 6638 Ramona and the rear façade along the south side of 6662 Ramona Ave (the neighboring property) are roughly perpendicular. The requested location for the generator alleviates the need to disturb more area in order to install the generator.

In addition, the location for the within the setback will have minimal to no impact on the usage and enjoyment on the neighboring property. The homeowners have written a letter stating they have no objections.

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

The variations requested are due to several factors. The proximity of the residences as stated above makes natural screening unattainable. The location for the proposed fence variation is also considered a rear-side yard at 6638 Ramona while simultaneously being considered solely a rear yard at 6607 Dowagiac. The proximity of the residence to the property line at both 6638 Ramona and 6662 Ramona means a reasonable generator location falls within the side-yard setback for generators.

## Public Hearing Application – Variation Standards

6638 Ramona Avenue

Lincolnwood, IL

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

The Variation for the fence is requested for the purpose of increasing privacy only.

The Variation for the generator is requested for the purpose of reducing construction disturbance. The owner of 6638 Ramona will also cooperate with the owners of 6662 Ramona to limit active generator times to a time amenable to both parties (per attached letter).

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

The difficulty arises from the proximity of the residences as constructed. The difficulty prompting the fence variation request also arises from the fact that whether the length between the two residences is considered rear or side-rear differs. The variation is requested due to the same length being considered a rear-side yard at 6638 Ramona while simultaneously being considered solely a rear yard at 6607 Dowagiac. Chapter 15 Article IV Part C Section 4.11 Yard Standards also states that the rear yard setback for a corner lot such should be 5' or 10% of lot width. From field measurements and measurements taken from the Community Map, the neighboring property (6607 Dowagiac) is non-conforming, which is a cause for the hardship. The difficulty prompting the request for variation for the generator location stems from the extensive work to extend utilities to a compliant location in a limited space. The gas line is located 10 feet from the property line, however the feed for the generator is located in a central position on the unit. The unit will extend over the required setback by the distance of 2 feet.

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

The granting of the Variation requested for the fence will not be detrimental. It will not impede any views in the public way, will not affect other improvements in the neighborhood. It will be of a benefit to both residences.

The granting of the Variation requested for the generator location comes with the support of the neighboring property that will be affected (6662 Ramona).

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

The Variations requested are consistent with the Zoning Ordinance. The location of the requested fence variance is consistent with the zoning regulations for the neighboring property. Granting the variation will alleviate the hardship in lack of privacy due to the proximity of the residences. The location of the requested generator variation is supported by the neighboring property that will be affected (6662 Ramona)

## Public Hearing Application – Variation Standards

6638 Ramona Avenue

Lincolnwood, IL

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

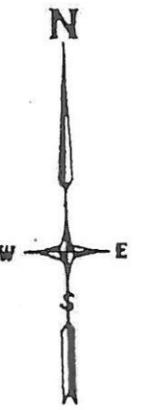
The fence Variation is requested solely to improve privacy between residences. It is removed from and will be minimally visible if at all from the public right-of-way. There is adequate egress on either side of the proposed fence. The generator Variation requested is supported by the neighboring property (6662 Ramona)

505 N. ELSTON AVENUE  
 CHICAGO, ILLINOIS 60630  
 PHONE: AC 312/688-5103  
 FAX: # 312/286-4184

# PLAT OF SURVEY

## GREMLEY & BIEDERMANN INC.

Lot 4 in Block 7 in Gubbins & McDonnell's Edgebrook Golf Addition being a subdivision of Lot 29 and parts of Lots 22 and 30, 37 and 38 in Bronsons part of Caldwell Reserve in Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.



LOCATION OF PROPOSED FENCE. 7.9 LINEAR FEET OF BOARD-ON-BOARD FENCE AT 6 FEET HEIGHT

**PROPOSED GENERATOR LOCATION**

APPROXIMATE FOOTPRINT LOCATION OF 6662 RAMONA (SEE PHOTOS EXHIBIT PAGE 1 PHOTO #3)

APPROXIMATE FOOTPRINT LOCATION OF 6607 DOWAGIAC (SEE PHOTOS EXHIBIT PAGE 1 PHOTO #3)

PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY STATUS BOOK VILLAGE OF LINCOLNWOOD NO SPECIAL FLOOD HAZARD AREAS (PANELS NOT PRINTED)

Order No. **891850**

DRAWN	CHECKED
K.Y.	JT

Scale 1 inch = 15 feet

Date **JULY 10 1989**

Owner \_\_\_\_\_

DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCES BEFORE DAMAGE IS DONE.  
 FOR EASEMENTS, BUILDING LINES AND OTHER RESTRICTIONS NOT SHOWN ON SURVEY PLAT REFER TO YOUR ABSTRACT, DEED, CONTRACT, TITLE POLICY AND LOCAL BUILDING LINE REGULATIONS.  
 NO DIMENSIONS SHALL BE ASSUMED BY SCALE

State of Illinois } ss. MILES D. BERMAN  
 County of Cook } CHICAGO TITLE INSURANCE COMPANY  
 THE NORTHERN TRUST COMPANY

We, GREMLEY & BIEDERMANN, INC. hereby certify that we have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey corrected to a temperature of 62° Fahrenheit.

*[Signature]*



SCALE: 1"=XX'-X"  
 0 .5x 1x



**SITE PLAN**  
**BERMAN RESIDENCE**

6638 RAMONA AVENUE  
 LINCOLNWOOD, IL

*Chalet*

LANDSCAPE · NURSERY · GARDEN CENTER  
 3132 Lake Avenue (847) 688-0561 (ph)  
 Wilmette, Illinois 60091 (847) 688-0567 (fax)

This plan is an instrument of service and is the property of Chalet; it may not be used in whole or part without our written consent.

SUBMITTAL:  
 1 2017-7-10 VARIATIONS

NO.	DATE	DESCRIPTION

Date: 2017-6-20 Client #: 76483  
 Drawn By: ERB Aprvd By: RM

Sheet No.

16/20/22 kW

## GUARDIAN® SERIES Residential Standby Generators Air-Cooled Gas Engine

### INCLUDES:

- True Power™ Electrical Technology
- Two Line LCD Multilingual Digital Evolution™ Controller (English/Spanish/French/Portuguese)
- Two Transfer Switch Options Available: 100 Amp, 16 Circuit Switch or 200 Amp Service Rated Smart Switch. See Page 4 for Details.
- Electronic Governor
- System Status & Maintenance Interval LED Indicators
- Sound Attenuated Enclosure
- Flexible Fuel Line Connector
- Direct-To-Dirt Composite Mounting Pad
- Natural Gas or LP Gas Operation
- 5 Year Limited Warranty
- Capability to be installed within 18" (457 mm) of a building\*

### Standby Power Rating

Models G007036-0, G007037-0 (Aluminum - Bisque) - 16 kW 60 Hz

Model G007035-0 (Aluminum - Bisque) - 16 kW 60 Hz

Models G007039-0, G007038-0 (Aluminum - Bisque) - 20 kW 60 Hz

Models G007043-0, G007042-0 (Aluminum - Bisque) - 22 kW 60 Hz



QUIET-TEST

Note: CUL certification only applies to unbundled units and units packaged with limited circuit switches. Units packaged with the Smart Switch are UL certified in the USA only.

\*Only if located away from doors, windows and fresh air intakes, and unless otherwise directed by local codes.

## FEATURES

- **INNOVATIVE ENGINE DESIGN & RIGOROUS TESTING** are at the heart of Generac's success in providing the most reliable generators possible. Generac's G-Force engine lineup offers added peace of mind and reliability for when you need it the most. The G-Force series engines are purpose built and designed to handle the rigors of extended run times in high temperatures and extreme operating conditions.
- **TRUE POWER™ ELECTRICAL TECHNOLOGY:** Superior harmonics and sine wave form produce less than 5% Total Harmonic Distortion for utility quality power. This allows confident operation of sensitive electronic equipment and micro-chip based appliances, such as variable speed HVAC systems.
- **TEST CRITERIA:**
  - ✓ **PROTOTYPE TESTED**
  - ✓ **SYSTEM TORSIONAL TESTED**
  - ✓ **NEMA MG1-22 EVALUATION**
  - ✓ **MOTOR STARTING ABILITY**
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION:** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at ±1%.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES:** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is that the GENERAC product line includes its own transfer systems and controls for total system compatibility.

THE GENERAC  
PROMISE



\* Built in the USA using domestic and foreign parts.

**16/20/22 kW****Engine**

- Generac G-Force design  
Maximizes engine "breathing" for increased fuel efficiency. Plateau honed cylinder walls and plasma moly rings helps the engine run cooler, reducing oil consumption resulting in longer engine life.
- "Spiny-lok" cast iron cylinder walls  
Rigid construction and added durability provide long engine life.
- Electronic ignition/spark advance  
These features combine to assure smooth, quick starting every time.
- Full pressure lubrication system  
Pressurized lubrication to all vital bearings means better performance, less maintenance and longer engine life. Now featuring up to a 2 year/200 hour oil change interval.
- Low oil pressure shutdown system  
Shutdown protection prevents catastrophic engine damage due to low oil.
- High temperature shutdown  
Prevents damage due to overheating.

**Generator**

- Revolving field  
Allows for a smaller, light weight unit that operates 25% more efficiently than a revolving armature generator.
- Skewed stator  
Produces a smooth output waveform for compatibility with electronic equipment.
- Displaced phase excitation  
Maximizes motor starting capability.
- Automatic voltage regulation  
Regulates the output voltage to  $\pm 1\%$  prevents damaging voltage spikes.
- UL 2200 listed  
For your safety.

**Transfer Switch (if applicable)**

- Fully automatic  
Transfers your vital electrical loads to the energized source of power.
- NEMA 3R  
Can be installed inside or outside for maximum flexibility.
- Remote mounting  
Mounts near your existing distribution panel for simple, low-cost installation.

**Evolution™ Controls**

- Auto/Manual/Off illuminated buttons  
Selects the operating mode and provides easy, at-a-glance status indication in any condition.
- Two-line LCD multilingual display  
Provides homeowners easily visible logs of history, maintenance and events up to 50 occurrences.
- Sealed, raised buttons  
Smooth, weather-resistant user interface for programming and operations.
- Utility voltage sensing  
Constantly monitors utility voltage, setpoints 65% dropout, 80% pick-up, of standard voltage.
- Generator voltage sensing  
Constantly monitors generator voltage to ensure the cleanest power delivered to the home.
- Utility interrupt delay  
Prevents nuisance start-ups of the engine, adjustable 2-1500 seconds from the factory default setting of 5 seconds by a qualified dealer.
- Engine warm-up  
Ensures engine is ready to assume the load, setpoint approximately 5 seconds.
- Engine cool-down  
Allows engine to cool prior to shutdown, setpoint approximately 1 minute.
- Programmable exercise  
Operates engine to prevent oil seal drying and damage between power outages by running the generator for 5 minutes every other week. Also offers a selectable setting for weekly or monthly operation providing flexibility and potentially lower fuel costs to the owner.
- Smart battery charger  
Delivers charge to the battery only when needed at varying rates depending on outdoor air temperature. Compatible with lead acid and AGM-style batteries.
- Main line circuit breaker  
Protects generator from overload.
- Electronic governor  
Maintains constant 60 Hz frequency.

**Unit**

- SAE weather protective enclosure  
Sound attenuated enclosures ensure quiet operation and protection against mother nature, withstanding winds up to 150 mph. Hinged key locking roof panel for security. Lift-out front for easy access to all routine maintenance items. Electrostatically applied textured epoxy paint for added durability.
- Enclosed critical grade muffler  
Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
- Small, compact, attractive  
Makes for an easy, eye appealing installation, as close as 18" away from a building.

**Installation System**

- 1 ft (305 mm) flexible fuel line connector  
Absorbs any generator vibration when connected to rigid pipe.
- Direct-to-dirt composite mounting pad  
Complex lattice design prevents settling or sinking of the generator system.
- Integral sediment trap  
Prevents particles and moisture from entering the fuel regulator and engine, prolonging engine life.

### 16/20/22 kW

#### Generator

Model	G007035-0, G007036-0, G007037-0 (16 kW)	G007038-0, G007039-0 (20 kW)	G007042-0, G007043-0 (22 kW)
Rated Maximum Continuous Power Capacity (LP)	16,000 Watts*	20,000 Watts*	22,000
Rated Maximum Continuous Power Capacity (NG)	16,000 Watts*	18,000 Watts*	19,500
Rated Voltage	240	240	240
Rated Maximum Continuous Load Current – 240 Volts (LP/NG)	66.6/66.6	83.3/75	91.6/81.3
Total Harmonic Distortion	Less than 5%	Less than 5%	Less than 5%
Main Line Circuit Breaker	70 Amp	100 Amp	100 Amp
Phase	1	1	1
Number of Rotor Poles	2	2	2
Rated AC Frequency	60 Hz	60 Hz	60Hz
Power Factor	1.0	1.0	1.0
Battery Requirement (not included)	12 Volts, Group 26R 540 CCA Minimum or Group 35AGM 650 CCA Minimum		
Unit Weight (lb/kg)	406/186	448/203	466/211
Dimensions (L x W x H) in/mm	48 x 25 x 29/1218 x 638 x 732		
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load**	66	66	67
Sound output in dB(A) at 23 ft (7 m) with generator in Quiet-Test™ low-speed exercise mode**	58	58	58
Exercise duration	5 min	5 min	5 min

#### Engine

Engine	GENERAC G-Force 1000 Series		
Type of Engine	GENERAC G-Force 1000 Series		
Number of Cylinders	2	2	2
Displacement	999 cc	999 cc	999 cc
Cylinder Block	Aluminum w/ Cast Iron Sleeve		
Valve Arrangement	Overhead Valve	Overhead Valve	Overhead Valve
Ignition System	Solid-state w/ Magneto	Solid-state w/ Magneto	Solid-state w/ Magneto
Governor System	Electronic	Electronic	Electronic
Compression Ratio	9.5:1	9.5:1	9.5:1
Starter	12 Vdc	12 Vdc	12 Vdc
Oil Capacity Including Filter	Approx. 1.9 qt/1.8 L	Approx. 1.9 qt/1.8 L	Approx. 1.9 qt/1.8 L
Operating rpm	3,600	3,600	3,600
Fuel Consumption			
Natural Gas	ft <sup>3</sup> /hr (m <sup>3</sup> /hr)		
1/2 Load	218 (6.17)	204 (5.78)	216 (6.12)
Full Load	309 (8.75)	301 (8.52)	310 (8.78)
Liquid Propane	ft <sup>3</sup> /hr (gal/hr) [l/hr]		
1/2 Load	91.6 (2.52) [9.53]	86 (2.37) [8.99]	93.2 (2.56) [9.70]
Full Load	106.8 (2.94) [11.11]	129.6 (3.56) [13.48]	140 (3.87) [14.65]

Note: **Fuel pipe must be sized for full load.** Required fuel pressure to generator fuel inlet at all load ranges - 3.5-7" water column (7-13 mm mercury) for natural gas, 10-12" water column (19-22 mm mercury) for LP gas. For Btu content, multiply ft<sup>3</sup>/hr x 2500 (LP) or ft<sup>3</sup>/hr x 1000 (NG). For Megajoule content, multiply m<sup>3</sup>/hr x 93.15 (LP) or m<sup>3</sup>/hr x 37.26 (NG)

#### Controls

2-Line Plain Text Multilingual LCD Display	Simple user interface for ease of operation.
Mode Buttons Auto	Automatic Start on Utility failure. 7 day exerciser.
Manual	Start with starter control, unit stays on. If utility fails, transfer to load takes place.
Off	Stops unit. Power is removed. Control and charger still operate.
Ready to Run/Maintenance Messages	Standard
Engine Run Hours Indication	Standard
Programmable start delay between 2-1500 seconds	Standard (programmable by dealer only)
Utility Voltage Loss/Return to Utility Adjustable (Brownout Setting)	From 140-171 V/190-216 V
Future Set Capable Exerciser/Exercise Set Error Warning	Standard
Run/Alarm/Maintenance Logs	50 Events Each
Engine Start Sequence	Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration).
Starter Lock-out	Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger	Standard
Charger Fault/Missing AC Warning	Standard
Low Battery/Battery Problem Protection and Battery Condition Indication	Standard
Automatic Voltage Regulation with Over and Under Voltage Protection	Standard
Under-Frequency/Overload/Stepper Overcurrent Protection	Standard
Safety Fused/Fuse Problem Protection	Standard
Automatic Low Oil Pressure/High Oil Temperature Shutdown	Standard
Overcrank/Overspeed (@ 72 Hz)/rpm Sense Loss Shutdown	Standard
High Engine Temperature Shutdown	Standard
Internal Fault/Incorrect Wiring Protection	Standard
Common External Fault Capability	Standard
Field Upgradable Firmware	Standard

\*\*Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters. Rating definitions - Standby: Applicable for supplying emergency power for the duration of the utility power outage. No overload capability is available for this rating. (All ratings in accordance with BS514, ISO3046 and DIN6271). \* Maximum kilovolt amps and current are subject to and limited by such factors as fuel Btu/megajoule content, ambient temperature, altitude, engine power and condition, etc. Maximum power decreases about 3.5 percent for each 1,000 feet (304.8 meters) above sea level, and also will decrease about 1 percent for each 6 °C (10 °F) above 16 °C (60 °F).

**16/20/22 kW**

**switch options**

**Limited Circuits Switch Features**

- 16 circuits, breakers not included.
- Electrically operated, mechanically-held contacts for fast, positive connections
- Rated for all classes of load, 100% equipment rated, both inductive and resistive.
- 2 pole, 250 VAC contactors.
- 30 millisecond transfer time.
- Dual coil design.
- Rated for both copper and aluminum conductors.
- Main contacts are silver plated or silver alloy to resist welding and sticking.
- NEMA/UL 3R aluminum outdoor enclosure allows for indoor or outdoor mounting flexibility.
- Multi listed for use with 1" standard, tandem, GFCI and AFCI breakers from Siemens, Murray, Eaton and Square D for the most flexible and cost effective install.

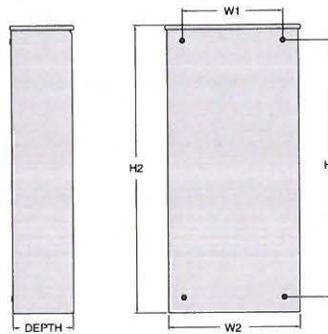
**Dimensions**

	Height		Width		Depth
	H1	H2	W1	W2	
in	26.75	30.1	10.5	13.5	6.91
mm	679.4	764.3	266.7	343.0	175.4

Wire Ranges		
Conductor Lug	Neutral Lug	Ground Lug
1/0 - #14	2/0 - #14	2/0 - #14

Model	G007036-0 (16kW)
No. of Poles	2
Current Rating (Amps)	100
Voltage Rating (VAC)	120/240, 1Ø
Utility Voltage Monitor (Fixed)*	
-Pick-up	80%
-Dropout	65%
Return to Utility*	approx. 15 sec
Exercises bi-weekly for 5 minutes*†	Standard
UL Listed	Standard
Total Circuits Available	16
Tandem Breaker Capabilities	8 spaces
Circuit Breaker Protected	
Available RMS Symmetrical Fault Current @ 250 Volts	10,000

\*Function of Evolution Controller  
Exercise can be set to weekly or monthly



**Service Rated Smart Switch Features**

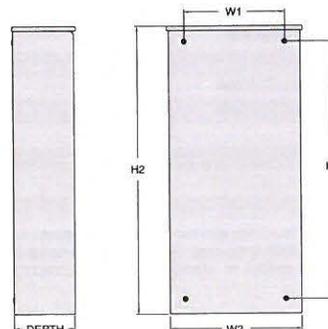
- Includes Digital Power Management Technology standard (DPM).
- Intelligently manages up to four air conditioner loads with no additional hardware.
- Up to four more large (240 VAC) loads can be managed when used in conjunction with Smart Management Modules (SMMs).
- Electrically operated, mechanically-held contacts for fast, clean connections.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive.
- 2 pole, 250 VAC contactors.
- Service equipment rated, dual coil design.
- Rated for both aluminum and copper conductors.
- Main contacts are silver plated or silver alloy to resist welding and sticking.
- NEMA/UL 3R aluminum outdoor enclosure allows for indoor or outdoor mounting flexibility.

**Dimensions**

	200 Amps 120/240, 1Ø Open Transition Service Rated				
	Height		Width		Depth
	H1	H2	W1	W2	
in	26.75	30.1	10.5	13.5	6.91
mm	679.4	764.3	266.7	343.0	175.4

Model	G007037-0 (16 kW)/G007039-0 (20 kW)/ G007043-0 (22 kW)
No. of Poles	2
Current Rating (Amps)	200
Voltage Rating (VAC)	120/240, 1Ø
Utility Voltage Monitor (Fixed)*	
-Pick-up	80%
-Dropout	65%
Return to Utility*	approx. 13 sec
Exercises bi-weekly for 5 minutes*	Standard
UL Listed	Standard
Enclosure Type	NEMA/UL 3R
Circuit Breaker Protected	22,000
Lug Range	250 MCM - #6

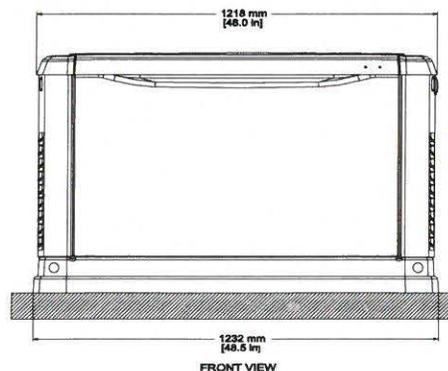
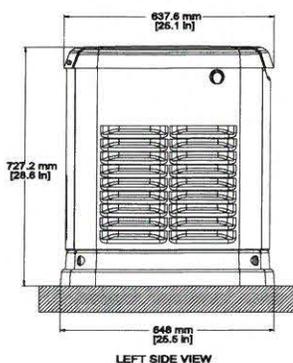
\*Function of Evolution Controller  
Exercise can be set to weekly or monthly



Model #	Product	Description
G006463-4	Mobile Link™	Generac's Mobile Link allows you to check the status of your generator from anywhere that you have access to an Internet connection from a PC or with any smart device. You will even be notified via e-mail or text message when a change in the generator's status occurs. Available in the U.S. only.
G005819-0	26R Wet Cell Battery	Every standby generator requires a battery to start the system. Generac offers the recommended 26R wet cell battery for use with all air-cooled standby product (excluding PowerPact®).
G007101-0	Battery Pad Warmer	The pad warmer rests under the battery. Recommended for use if the temperature regularly falls below 0°F. (Not necessary for use with AGM-style batteries).
G007102-0	Oil Warmer	Oil warmer slips directly over the oil filter. Recommended for use if the temperature regularly falls below 0°F.
G007103-0	Breather Warmer	The breather warmer is for use in extreme cold weather applications. For use with Evolution controllers only in climates where heavy icing occurs.
G005621-0	Auxiliary Transfer Switch Contact Kit	The auxiliary transfer switch contact kit allows the transfer switch to lock out a single large electrical load you may not need. Not compatible with 50 amp pre-wired switches.
G007027-0 - Bisque	Fascia Base Wrap Kit (Standard on 22 kW)	The fascia base wrap snaps together around the bottom of the new air cooled generators. This offers a sleek, contoured appearance as well as offering protection from rodents and insects by covering the lifting holes located in the base.
G005703-0 - Bisque	Paint Kit	If the generator enclosure is scratched or damaged, it is important to touch-up the paint to protect from future corrosion. The paint kit includes the necessary paint to properly maintain or touch-up a generator enclosure.
G006485-0	Scheduled Maintenance Kit	Generac's scheduled maintenance kits provide all the hardware necessary to perform complete routine maintenance on a Generac automatic standby generator.
G006873-0	Smart Management Module (50 Amps)	Smart Management Modules are used in conjunction with the Automatic Transfer Switch to increase its power management capabilities. It provides additional power management flexibility not found in any other power management system.

## dimensions & UPCs

Dimensions shown are approximate. Refer to installation manual for exact dimensions. DO NOT USE THESE DIMENSIONS FOR INSTALLATION PURPOSES.



Model	UPC
G007035-0	696471070354
G007036-0	696471070361
G007037-0	696471070378
G007038-0	696471070385
G007039-0	696471070392
G007042-0	696471070422
G007043-0	696471070439

Koorosh and Minoo Banayan

6662 N. Ramona Ave.  
Lincolnwood, IL 60712

June 27, 2017

Douglas Hammel  
Development Manager  
Village of Lincolnwood  
Department of Community Development  
6900 Lincoln Avenue  
Lincolnwood, IL 60712

Dear Mr. Hammel,

We write in full support of Myles Berman's request for a zoning variation at his home at 6638 N. Ramona. We have been Mush's next door neighbors for the past 28 years (our home is located at 6662 N. Ramona, immediately to the north of Mr. Berman's home). Mush has talked with us about his desire and plan to have a 22kW standby Generac generator installed in his backyard and he has further explained that the Village's zoning ordinance requires that the generator be set 10 feet from any property line. He has explained to us that locating the generator 10 feet from his northerly property line (our southerly property line) would place the generator (i) at an unsightly and inconvenient location in his back yard and (ii) would add additional and arguably unnecessary cost for him on account of having to run the gas line to the northwest and then to the south instead of simply almost due northwest in order to supply gas to the generator.

We understand that among the Village's primary concerns for requiring location of a generator 10 feet from any property line is the matter of noise to adjoining neighbors. We have read the information provided to us by Mr. Berman's generator installation contractor, and we understand that the generator, operating under full load, has a noise output of 67db, and during its weekly, 5-minute "exercise time" the noise level is even lower at 58db. The information that Mr. Berman provided to us from the installation contractor states that, "... as a comparison, a lawn mower is rated between 80-90db and the human voice at conversation level is 60db at 1 meter."

June 27, 2017

Page 2

Furthermore, Mush has talked with us about when we might prefer that he schedule the generator's weekly 5-minute exercise period and we have mutually agreed that we will have the machine run at 10:30am on Tuesday mornings. He has assured us that if, for whatever reason, that time of day proves to be a problem for us, he is amenable to changing the weekly test-time to a mutually convenient time of day.

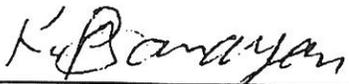
We know that like us, Myles has spent and continues to spend considerable sums on the maintenance, repair and landscaping of his property, and we are very appreciative of his efforts.

We have been wonderful neighbors to one another for almost 3 decades and we have every intention of that relationship continuing well into the future.

Our son, Sam Banayan, is a lawyer licensed to practice in Illinois. We have discussed this matter . . . and this letter . . . with him, and we execute and submit it after due consideration and with the benefit of his independent counsel.

We support Myles Berman's request for a zoning variation to permit him to install a standby generator in the northeasterly portion of his rear yard within 5 feet of his northerly (and our southerly) property line.

Thank you.

  
\_\_\_\_\_  
Koorosh Banayan, MD

  
\_\_\_\_\_  
Mino Banayan

## Attachment #7: Relevant Code Sections

### Section 3.10 Permitted Obstructions in Yards.

(1) Table 3.10.01 below (Permitted Obstructions in Yards) list items which are permitted in yards and the location (e.g. front yard) where they are permitted. A "P" denotes that an obstruction is permitted; a "—" denotes that the obstruction is prohibited.

<b>Table 3.10.01 Permitted Obstructions in Yards</b>				
Item	Yard			
	Front	Rear	Side	Corner Side
Air-conditioning window units, provided they do not extend more than 2 feet from window	P	P	P	P
Air-conditioning condensers and equipment, other than window units, provided they are at least 10 feet from side property lines and at least 20 feet from an adjoining residential property owner's window	—	P	—	P
Arbors and trellises, not in excess of 8 feet in height	—	P	P	P
Architectural projections of sills, belt courses, cornices and ornamental features projecting nor more than 18 inches into a yard	P	P	P	P
Awnings and canopies, projecting into a yard not more than 10% of the depth of front or rear yard or 25% of the width of side yard	P	P	P	P
Backup electrical generator, provided they are at least 10 feet from all property lines	—	P	—	—

(The remainder of the table has been deleted for brevity.)

### Section 5.15 Major Variations

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

- a. The requested Major Variation is consistent with the stated intent and purposes of this Zoning Ordinance and the Comprehensive Plan;
- b. The particular physical surroundings, shape, or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced;

- c. The conditions upon which the petition for the Variation is based would not be applicable generally to other property within the same zoning district;
- d. The Variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property;
- e. The alleged difficulty or hardship has not been created by any person presently having an interest in the property;
- f. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;
- g. The Variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property; and
- h. The proposed Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

**Case #ZB-10-17**

**Setback Variation for a  
Backup Electrical Generator**

**Generator less than 10'  
from a Lot Line**

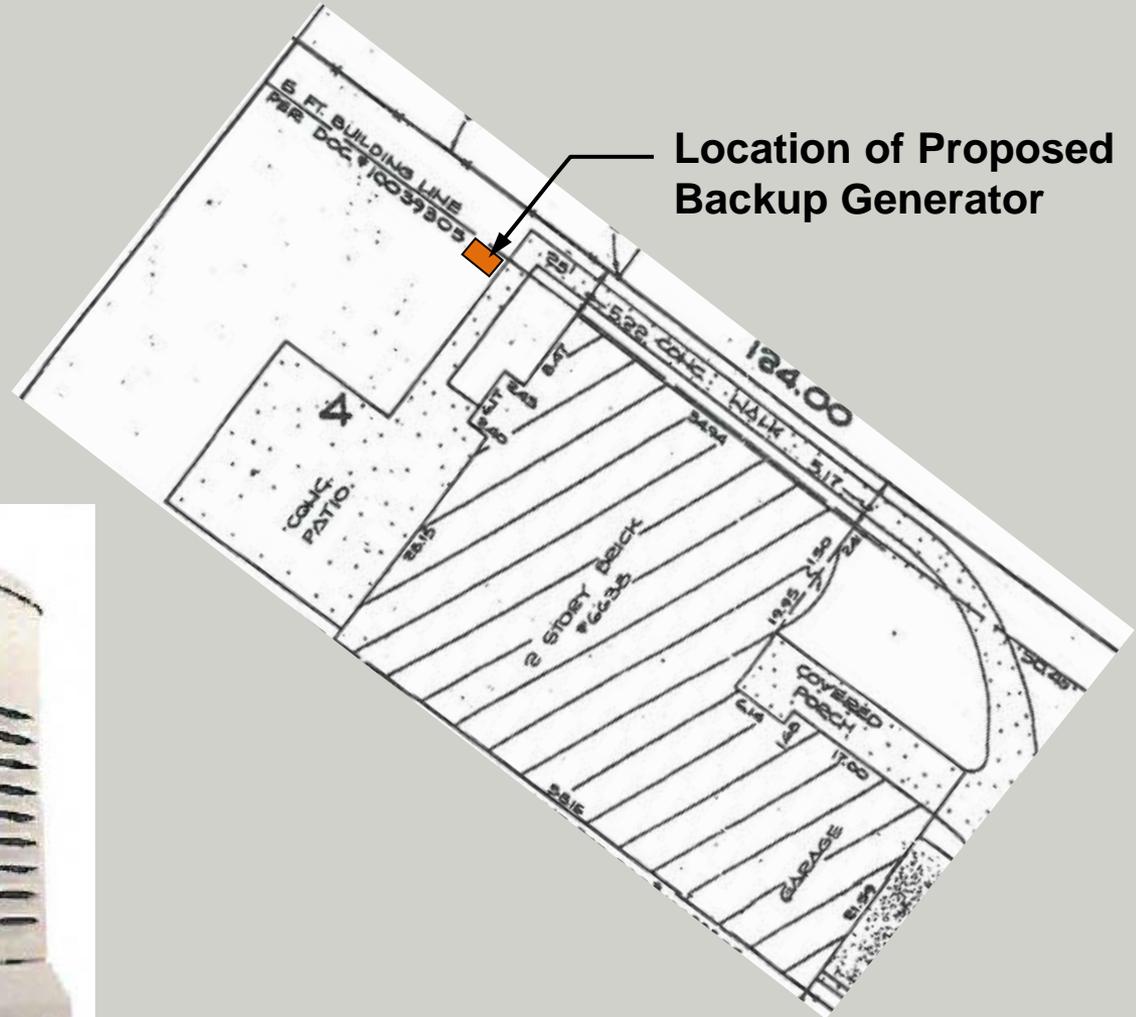
6638 North Ramona Avenue

# Existing Property

- Zoning: R1 Residential
- Lot Area: 6,606 sf

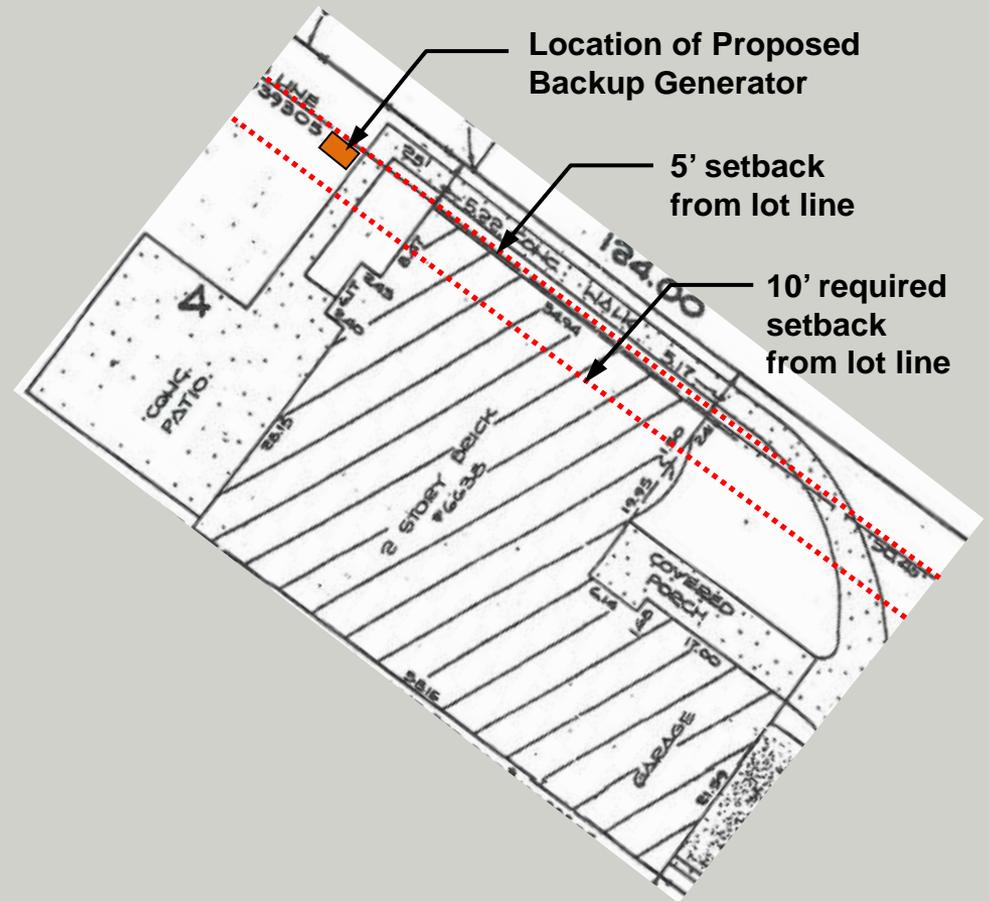


# Proposed Improvement: Backup Generator



# Requested Relief

- Section 3.10(1) permits backup generators in the rear yard *“provided they are at least 10 feet from all property lines”*
- Requires Variation to allow for 5' setback



# Considerations: Backup Generator



# Considerations: Backup Generator

## Noise Levels

- During emergency use:
  - 66 db(A) at 23'
- During regular “exercising”:
  - 58 db(A) at 23'



# Public Comment

- Letter of Support from Koorosh and Minoo Banayan (6662 N. Ramona)
  - Adjacent neighbors to the northeast
  - Indicates that the petitioner described the nature of the backup generator improvement
  - States that the petitioner is willing to identify agreed upon “exercise” time

# ZBA Discussion

- Public Hearing held on August 16
  - Petitioner reiterated the impact of placing the generator toward the center of his yard
  - Some Commissioners stated that no hardship had been demonstrated
  - Some Commissioners felt the request is out of convenience rather than need

**Approved a motion to deny the Variation request by a 3-1 vote**

# Requested Action

- Consideration of *concurrency with a Recommendation by the Plan Commission* to deny the Variation request related to the location of a backup electrical generator less than 10' from a property line
- Direction to Village Attorney to prepare a resolution for October 3 Village Board Meeting

# Request For Board Action

**REFERRED TO BOARD:** September 19, 2017

**AGENDA ITEM NO :** 8

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Approval of a Resolution Approving a License Agreement for an Emergency Medical Services (EMS) Station at 3501 Northeast Parkway

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

During the planning review process for the Carrington at Lincolnwood, the assisted living community under construction at 3501 Northeast Parkway, staff discussed with the developer (South Bay Partners) the benefits of an emergency medical services station within their complex. Given the heavy demand of EMS calls that are anticipated at this senior housing development, Village staff proactively entered into negotiations for provision of a space for a substation that could provide emergency medical services in the area. This would provide immediate access to emergency medical services not only for The Carrington, which will be the largest senior housing development in the Village with 385 beds, but also the nearby Lincolnwood Place assisted living community. Lincolnwood Place currently represents 22 percent of the Fire Department's total call volume. This substation will also allow the Fire Department the ability to provide enhanced EMS service to the eastern one-third of the community through closer proximity.

Attached is a License Agreement which memorializes the Village's right to utilize 954-square feet inside the western part of the building complex (see attached site plan) for space dedicated to an ambulance garage and Fire Department office/bunkroom/bathroom. This part of the Carrington complex will be the last area to be occupied on the campus, and construction is anticipated to be complete in the spring of 2018. The Fire Department is anticipating moving into this facility in the summer of 2018. In time, there may be the need for up to two additional paramedics/firefighters per shift to staff this facility. However, initially, it is anticipated that the Fire Department will begin by staffing the facility with existing personnel during peak times of the day. The servicing and personnel needs at this facility will be constantly evaluated to ensure ambulance delivery standards are being met throughout the community.

The key elements of this Agreement include:

- The Developer constructs the unfinished space for the Fire Department to outfit;
- The Fire Department finishes the space, per its own specifications, regarding layout, furniture, and equipment provisions;
- The License Agreement will be recorded and will have an initial term of ten years, with automatic five-year renewals; and
- Maintenance responsibilities for the interior of the space will be the Village's, while all maintenance outside the walls of the dedicated space will be provided by the Carrington's operator, Life Care Services, and owner, South Bay Partners.

The request before the Village Board is approval of a Resolution approving the attached Agreement which grants the Village an exclusive license for the operation of an EMS station at 3501 Northeast Parkway.

**FINANCIAL IMPACT:**

The Fire Department will be requesting \$25,000 in the FY2019 Budget for furniture associated with this new facility. Stationing alerting and radio communications will also be requested in next year's budget.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution and License Agreement

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving a License Agreement for an Emergency Medical Services (EMS) Station at 3501 Northeast Parkway.

VILLAGE OF LINCOLNWOOD

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

**A RESOLUTION APPROVING A LICENSE AGREEMENT  
WITH SBLP LINCOLNWOOD, LLC,  
FOR THE PROVISION OF AN EMERGENCY MEDICAL SERVICES STATION**

WHEREAS, SBLP Lincolnwood, LLC, a Delaware limited liability company (“*Owner*”), is the record title owner of that certain real property located at the address commonly known as 3501 Northeast Parkway, Lincolnwood, Illinois (“*Property*”); and

WHEREAS, the Property is developed with and used for a residential senior living community that offers independent living, assisted living, and memory care; and

WHEREAS, the Village desires to locate an emergency medical services station including personnel and vehicles (“*EMS Station*”) within a portion of the Property in order to serve residents of the Property as well as the surrounding areas of the Village; and

WHEREAS, the Owner and the Village desire to enter into an agreement to provide for the license necessary, and to set forth their respective rights and obligations, for the construction, operation, maintenance, and use of the EMS Station on the Property (“*Agreement*”); and

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

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 between the Village and the Owner 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 AGREEMENT. The Village Manager 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 Owner; 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.

---

Barry I. Bass, 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

#53603456\_v1

**EXHIBIT A**  
**AGREEMENT**

**THIS DOCUMENT  
PREPARED BY AND AFTER  
RECORDING RETURN TO:**

Steven M. Elrod  
Holland & Knight LLP  
131 South Dearborn  
30th Floor  
Chicago, IL 60603

Above Space For Recorder's Use Only

**LICENSE AGREEMENT FOR EMERGENCY MEDICAL SERVICES STATION**  
**(3501 Northeast Parkway, Lincolnwood, Illinois 60712)**

**THIS AGREEMENT** is made of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipality (the "**Village**"), and **SBLP LINCOLNWOOD, LLC**, a Delaware limited liability company (the "**Owner**").

**Section 1. Recitals.**

A. The Owner is the record title owner of that certain 13-acre parcel of property located at 3501 Northeast Parkway, Lincolnwood, Illinois, legally described in ***Exhibit 1*** attached to this Agreement ("**Property**").

B. The Property is developed with and used for a residential senior living community that offers independent living, assisted living, and memory care.

C. The Village desires to locate an emergency medical services station including personnel and vehicles ("**EMS Station**") within a portion of the Property in order to serve residents of the Property as well as the surrounding areas of the Village.

D. The Owner and the Village (collectively, the "**Parties**") desire to enter into this Agreement to provide for the License (as hereinafter defined), and to set forth their respective rights and obligations, for the construction, operation, maintenance, and use of the EMS Station.

**Section 2. Grant and Nature of License.**

A. Grant of License. The Owner hereby grants to the Village an exclusive license ("**License**") over that portion of the Property consisting of approximately 954 square feet

depicted in *Exhibit 2 (“Licensed Premises”)* for the operation of the EMS Station, and the Village hereby accepts such License, in accordance with the terms and obligations of this Agreement. The parties acknowledge and agree that the Village is not and will not be required to pay any monetary fee for the use of the Licensed Premises pursuant to the License and this Agreement.

B. Nature of License. The parties acknowledge that: (i) this Agreement grants a license to use a portion of the Property, solely as set forth in this Agreement; and (ii) this Agreement grants only contractual rights and does not grant to the Village a leasehold or any real property interest in the Licensed Premises or the Property. The License granted by this Agreement is expressly subject to all applicable laws, ordinances, regulations, covenants, restrictions, any existing easements, permits or licenses affecting, applying to, or encumbering the Property.

C. Term and Termination.

1. The License is hereby granted to the Village for a ten-year term, commencing on the date the EMS Station is granted a Certificate of Occupancy by the Village of Lincolnwood (“*Initial Term*”). The License and this Agreement will automatically renew for successive terms of five years each (each a “*Renewal Term*”), unless either Party delivers written notice to the other Party, not less than 90 days prior to the end of the then-current Initial Term or Renewal Term, of its intent not to renew.

2. The Village may terminate this Agreement and the License upon the delivery of written notice thereof to the Owner. The Owner may terminate this Agreement and the License only upon the failure of the Village to observe and fully perform any of the Village’s obligations under this Agreement, and only if such failure is not cured within 30 days after receipt of written notice from the Owner (provided, however, if such failure is not reasonably susceptible to cure within such 30 day period and if the Village commences to cure such failure within the initial 30 day period after receipt of written notice from the Owner, the Village shall have up to 30 additional days (i.e., a total of 60 days from receipt of the written notice from the Owner) to cure such failure).

D. Conditions for Surrender of Licensed Premises Upon Termination of Agreement.

1. Owner’s Property. Upon termination of this Agreement for any reason, the Village will surrender the Licensed Premises in the same condition received, broom clean, subject to ordinary wear and tear.

2. Village Equipment. The Village further agrees that upon termination of this Agreement it will remove all Village Equipment (as further defined in Section 3.C of this Agreement) from the Licensed Premises. Following the removal of such Village Equipment, the Village shall repair any damage or injury to the Licensed Premises occasioned by installation or removal thereof. If the Village does not remove the Village Equipment from the Licensed Premises within 30 calendar days following the termination of this Agreement, then the Owner shall have the right (but not the

obligation) to remove and dispose of the same, and the Village shall pay the Owner on demand for all costs of removal and disposal.

**Section 3. Operations.**

A. Parking. The Owner will provide and reserve two (2) off-street parking spaces on the Property for on-duty Fire Department personnel, and one (1) additional parking space, for exclusive use by the Village, its employees and agents.

B. Signage. The Village will be permitted to install interior and exterior signage on the Property in connection with the EMS Station. All exterior signage shall be subject to the Owner's prior approval (not to be unreasonably withheld, conditioned or delayed). Exterior signage for the EMS Station may be located in exterior locations of the Property, as mutually agreed upon.

C. Furniture, Equipment and Supplies. The Village will install and furnish items required to operate the EMS Station, including but not limited to beds, desks, files, computer and radio equipment ("*Village Equipment*"). If the License is terminated pursuant to Section 2 of this Agreement, all Village Equipment will remain Village property and the Village will be permitted to remove all such items.

D. Maintenance. The Owner must maintain the fixtures, doors, windows, exterior walls, and utilities of the Licensed Premises. The Village is responsible for maintaining the Licensed Premises in a clean and sanitary condition.

E. Delivery of Services. Emergency medical services will be provided to residents of the Property in the same manner, and at the same service level, as the same services are provided to other residents of the Village. The term "same" means that resources will be allocated and incidents prioritized based on the nature of the incident and availability of resources. Nothing in this Agreement will be interpreted to require the Village to allocate special resources to or prioritize incidents at the Property.

F. Occupancy by the Village Required. The Village is required to continuously occupy and use the Licensed Premises for an EMS Station throughout the Term of this Agreement.

G. Interference with Residents of Property. The Village may not operate the EMS Station in a manner that unreasonably interferes with the use and occupancy of the Property by the residents of the Property.

**Section 4. Reserved Rights.**

The Owner hereby reserves the right to use the Property in any manner that will not unreasonably prevent, impede, or interfere with the exercise by the Village of the rights associated with the License granted pursuant to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Owner has the right to maintain and improve the Licensed Premises, upon notice to the Village, provided that such maintenance and repair does

not unreasonably prevent, impede, or interfere with the exercise by the Village of the rights granted pursuant to this Agreement. If such maintenance and repair would prevent, impede or interfere with the exercise by the Village of the rights granted pursuant to this Agreement, then the Owner shall obtain the Village's approval, which approval will not be unreasonably withheld, before performing any such maintenance and repair.

**Section 5. Liens; Subordination.**

A. Liens.

1. The Village hereby represents and warrants to the Owner that it will take all necessary actions to keep all portions of the License Premises free and clear of all liens, claims, demands, or encumbrances, including, without limitation, the lien of all mortgages, mechanics' lien claims, security agreements, and assignments of rents and leases, in connection with any work performed on, or use of, the Licensed Premises.

2. Except as provided in Section 5.B of this Agreement, the Owner hereby represents and warrants to the Village that it will take all necessary actions to keep all portions of the License Premises free and clear of all liens, claims, demands, or encumbrances that may prevent, impede, or interfere with the exercise by the Village of the rights granted pursuant to this Agreement, including, without limitation, the lien of all mortgages, mechanics' lien claims, security agreements, and assignments of rents and leases, in connection with any work performed on, or use of, the Licensed Premises.

B. Subordination. This Agreement and the License are expressly made subject and subordinate to any mortgage, deed of trust, underlying lease or like encumbrance affecting any part of the Licensed Premises or any interest of the Owner in the Licensed Premises which is now existing or hereafter executed or recorded ("**Encumbrance**"). The Village shall execute and deliver to the Owner, within ten (10) days after written request by the Owner and in a form reasonably requested by the Owner, any additional documents evidencing the subordination of this Agreement with respect to any such Encumbrance. If the interest of the Owner in the Licensed Premises is transferred pursuant to or in lieu of proceedings for enforcement of any Encumbrance, the Village shall immediately and automatically attorn to the new owner, and this Agreement and the License shall continue in full force and effect as a direct agreement and license between the transferee and the Village on the terms and conditions set forth in this Agreement.

**Section 6. Indemnity and Insurance.**

A. Indemnity.

1. By the Village. The Village agrees to, and does hereby, hold harmless and indemnify the Owner and all Owner officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the particular or unique use of the Licensed Premises by the Village; or (ii) the Village's performance of, or failure to perform, its obligations under this Agreement (collectively, "**Village Indemnified**

**Claims”**); provided, however, that this indemnity will not apply to willful misconduct or gross negligence on the part of the Owner.

2. By the Owner. The Owner agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the use or maintenance of any portion of the Licensed Premises; or (ii) the Owner’s performance of, or failure to perform, its obligations under this Agreement (collectively, **“Owner Indemnified Claims”**), whether or not any such Owner Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of the Owner; provided, however, that this indemnity will not apply to willful misconduct or gross negligence on the part of the Village.

3. Waiver of Liability. Each of the Owner and the Village will, and do hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that the Owner or the Village may have against the other party and its respective officers, agents, servants, and employees, arising out of, connected with or in any way related to the use of the Licensed Premises, or as a result of the condition, maintenance, and use of the Licensed Premises.

4. Assumption of Risk. Each of the Owner and the Village agree to assume the full risk of any injuries, including death, and all costs, damages, and losses that the Owner or the Village (as the case may be) or its respective employees, agents, contractors, agents, servants, employees, contractors, guests, or invitees may sustain while on the Licensed Premises, or as a result of the condition, maintenance, or use of the Licensed Spaces.

B. Insurance. The Owner, at its sole cost and expense, must provide, and maintain at all times under this Agreement, general liability insurance in the amount of \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, which insurance shall include, without limitation, protection for the occupancy, use, and maintenance of the Property by the Owner. The Owner must cause the Village to be named as an additional insured on the insurance policy required by this Section 6.B. The Owner must provide the Village with either (a) a copy of the entire insurance policy, or (b) a Certificate of Insurance along with a copy of the actual additional insured endorsement and a letter from the broker issuing the insurance policy to the effect that the Certificate of Insurance accurately reflects the contents of the insurance policy. The Certificate and policy must also provide that the policy shall not expire without written notice to the Village.

## **Section 7. Enforcement**

A. Enforcement. The Village and the Owner may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that except as set forth in Section 6.A.1 (Indemnity by the Village) and except with respect to third-party claims against Owner concerning negligent conduct by the Village, the Owner agrees that it will not seek, and

does not have the right to seek, recovery of a judgment for monetary damages against the Village or any Village elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

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

C. Assignment of Rights. The Village shall not have the right to assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the Owner, which consent shall be given or withheld in the Owner's sole discretion; provided, however, that: (1) the Parties acknowledge and agree that emergency medical services are currently provided on behalf of the Village by Paramedic Services of Illinois, Inc. ("**PSI**"), and that PSI hereby may exercise all rights granted to the Village pursuant to this Agreement as the Village's agent therefor; and (2) the Village shall have the right to assign its rights and delegate its duties under this Agreement, in whole (but not in part), to any Person succeeding to the Village or to PSI in providing all emergency medical services currently provided by the Village to residents of the Village, upon the provision of advance written notice to the Owner.

D. Covenants Running with the Land. The License and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are rights, restrictions, agreements, and covenants running with the land, are to be recorded against the Property, and are binding upon and inure to the benefit of the Owner and the Village, and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property or the License Premises, or any portion thereof, and all persons claiming under them. If any of the rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

## **Section 8. General Provisions.**

A. Notice. Notices required or permitted to be given by either party to the other under this Agreement will be in writing and will not be effective unless personally delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, to the following addresses:

To Licensee:

SBLP Lincolnwood, LLC  
4514 Cole Avenue  
Suite 1500  
Dallas, TX 75206  
Attention: Craig Spaulding

With a Copy To:

To Village:

Village of Lincolnwood  
6900 N. Lincoln Ave.  
Lincolnwood, IL 60712  
Attention: Village Manager

With a Copy To:

Holland & Knight LLP  
131 South Dearborn Street, 30th Floor  
Chicago, IL 60603  
Attention: Steven M. Elrod

Notices will be deemed to have been given three (3) days after mailing or upon personal delivery. Either party may change its address for receipt of notices by written notice to the other party given in accordance with the terms hereof.

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

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

D. Exhibits. Exhibits 1 through 3 attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the more specific term shall control.

E. Amendments and Modifications. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

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

G. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any requirements of law shall be deemed to include any modifications of, or amendments to such requirements of law as may, from time to time, hereinafter occur.

H. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the

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

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

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

K. Attorneys' Fees. In any litigation arising out of this Agreement, or any other litigation which one party causes the other party to become involved without said other party's fault, the prevailing party in said litigation, or the party involved without fault, as the case may be, will be entitled to recover from the other party all attorneys' fees incurred in connection therewith.

L. Authority to Execute. The Village hereby warrants and represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by the Village. The Owner hereby warrants and represents to the Village that: (i) the Owner is the record and beneficial owner of fee simple title to the Property; (ii) no other person has any legal, beneficial, contractual, or security interest in the Property other than any lender under any Encumbrance; (iii) the Owner has the full and complete right, power, and authority to enter into this Agreement, to agree to the terms, provisions, and conditions set forth in this Agreement, and to bind the Property as set forth in this Agreement; (iv) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (v) neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will violate any statute, law, restriction, court order, or agreement to which the Owner or the Property are subject.

M. Recording. The Village will record this agreement against the Property with the Office of the Cook County Recorder of Deeds promptly following the full execution of this Agreement by the parties.

N. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to constitute a duly authorized original.

**[The Remainder of this Page Is Intentionally Left Blank]**

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures the date and year first above written.

**VILLAGE OF LINCOLNWOOD**, an  
Illinois home rule municipality

By: \_\_\_\_\_  
Its: Village Manager

ATTEST:  
By: \_\_\_\_\_  
Its: Village Clerk

**SBLP LINCOLNWOOD, LLC**, a  
Delaware limited liability company

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

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

**EXHIBITS**

**Exhibit 1**                      Legal Description of Subject Property

**Exhibit 2**                      EMS Station Floor Plan

## **EXHIBIT 1**

### **DEPICTION OF SUBJECT PROPERTY**

Commonly known as: A parcel of land in the Northeast ¼ of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

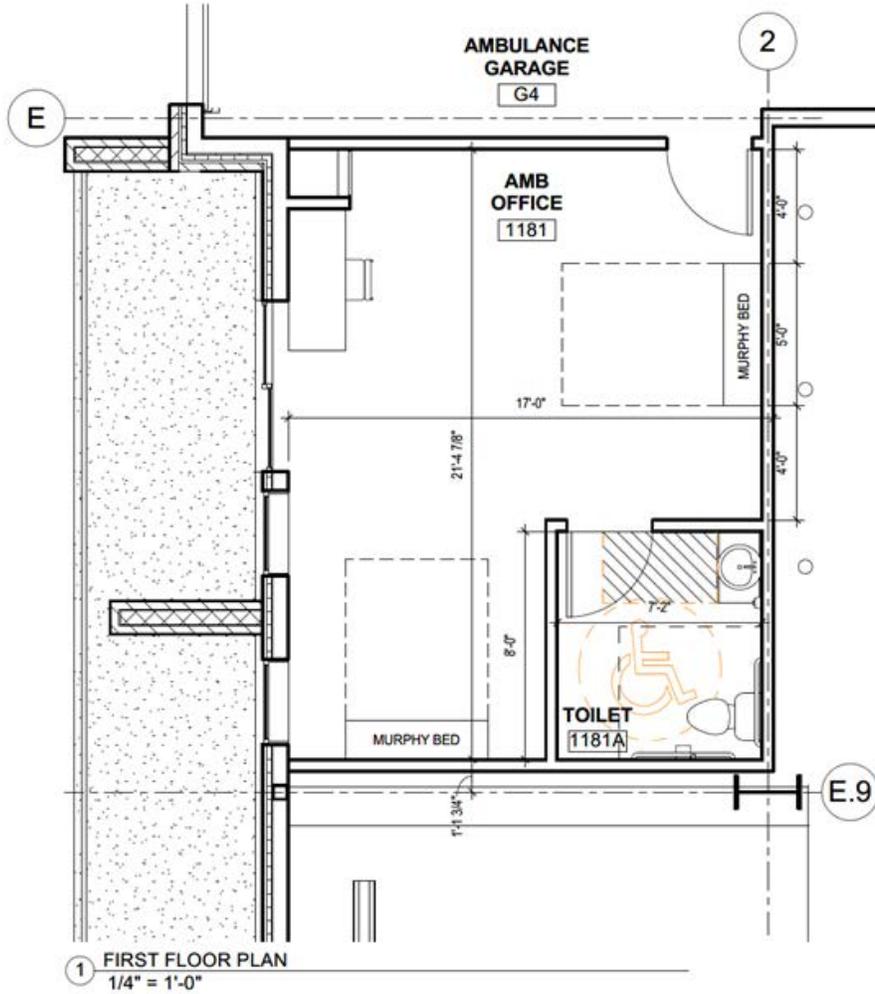
Beginning at the point of intersection of a line 40.00 feet North of and parallel with the South line of the Northeast ¼ of said Section 35, and the West line of the East 660.00 feet of the Northeast ¼ of said Section 35; thence south 88 degrees 07' 30" West along said line 40.00 feet North of and parallel with the South line of the Northeast ¼ of said Section 35 a distance of 1533.97 feet to a point 400.00 feet East (as measured along said parallel line) or a line 33.00 feet East of the West line of the Northeast ¼ of said Section 35; thence North 01 degrees 52' 30" West a distance of 617.79 feet; thence North 88 degrees 10' 45" East along the South line of the North ½ of the South ½ of the Northeast ¼ of said Section 35 a distance of 1553.48 feet to a point on the West line of the East 660.00 feet of the Northeast ¼ of said Section 35; thence South 00 degrees 3' 41" East along the West line of the East 660.00 feet of the Northeast ¼ of said Section 35 a distance of 616.63 feet to the point of beginning, in Cook County, Illinois.

Except therefrom the following described parcel of land: That part of the Northeast quarter of Section 35, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows: Commencing at the Southeast corner of said Northeast quarter; thence Westerly on an assumed bearing of South 88 degrees 40 minutes 43 seconds West on the South line of said Northeast quarter 660.33 feet to the West line of the East 660.00 feet of said Northeast Quarter; thence North 00 degrees 28 minutes 33 seconds East on said West line 40.02 feet to the North line of the South 40.00 feet of said Northeast quarter and to the point of beginning; thence continuing North 00 degrees 28 minutes 33 seconds East on said West line 20.00 feet to a 5/8" rebar with an Allied cap stamped "State of Illinois Division of Highways ROW Corner RLS 2377"; thence South 44 degrees 34 minutes 38 seconds West 28.72 feet to 5/8" rebar with an Allied cap stamped "State of Illinois Division of Highways ROW Corner RLS 2377" and to a point on the North line of the South 40.00 feet of said Northeast quarter that is 200.00 feet West of said point of beginning, as measured on said North line; thence North 88 degrees 40 minutes 43 seconds East on said North line 20.00 feet to the point of beginning.

PIN: 10-35-203-011-0000

# EXHIBIT 2

## EMS STATION FLOOR PLAN



SBLP LINCOLNWOOD LLC  
PROJECT: THE CARRINGTON AT LINCOLNWOOD  
SUBJECT: AMBULANCE OFFICE PROPOSED EXPANSION

ADD. NO: REF. SHT:  
NO: SBP13057 DATE: 12.07.2016  
BY: ER SHEET NO:

JENSEN & HALSTEAD LTD. A HISTORY OF INNOVATION IN ARCHITECTURE 358 W. ONTARIO ST. CHICAGO, ILLINOIS 60654 TEL: 312.664.7557