



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
6:00 P.M. OCTOBER 3, 2017**

**AGENDA**

**I) Call to Order**

**II) Roll Call**

**III) Minutes –**

- 1) Committee of the Whole Meeting – September 5, 2017
- 2) Committee of the Whole Meeting – September 19, 2017

**IV) Regular Business**

- 1) Discussion Concerning a Possible Crime Free Housing Ordinance (6:00 – 6:30 p.m.)
- 2) Discussion Concerning a Possible Panhandling Ordinance (6:30 – 6:45 p.m.)
- 3) Discussion Concerning the Warrant Review Process (6:45 – 7:00 p.m.)
- 4) Demonstration of the Village's New Web-Based Story Maps (7:00 – 7:10 p.m.)
- 5) Discussion Concerning the Addition of Bus Shelters (7:10 – 7:20 p.m.)
- 6) Discussion Concerning the Potential Televising of Additional Commission Meetings (7:20 – 7:30 p.m.)

**V) Public Comment**

**VI) Adjournment**

DATE POSTED: September 29, 2017

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
SEPTEMBER 5, 2017**

**DRAFT**

**Call to Order**

President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 5:00 P.M., Tuesday, September 5, 2017, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

**Roll Call**

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

PRESENT: President Bass, Trustees Patel, Spino, Ikezoe-Halevi, Hlepas Nickel, Sugarman (5:15), Cope (5:45)

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager, Ashley Engelmann, Assistant Village Manager; Steven Elrod, Village Attorney; Heather McFarland, Management Analyst; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Community Development Director; Nadim Badran, Assistant to the Public Works Director; Doug Hammel, Community Development Manager; Robert Merkel, Finance Director; Robert LaMantia, Police Chief; Michael Hansen, Fire Chief

**Regular Business**

1. Discussion Concerning Code Enforcement Priorities

The item was presented by Mrs. Engelmann, Chief LaMantia and Community Service Officer Mark Weidner using PowerPoint.

**Background**

\*July 18, 2017 Committee of the Whole - Staff presented a summary of how code enforcement is conducted within the Village, which included:

- Staffing, previously identified code enforcement priorities, work order request types, an overview of adjudication citations and the current code enforcement process

\*The Board directed Staff to return with the following information:

- Summary of administrative tasking for the Code Enforcement Officer and the Community Service Officer

- Multi-Year perspective regarding work orders
- Fines collected for code violations
- Cost for a full-time Code Enforcement Officer

#### Purpose of Discussion

To present follow-up information that was requested at the July 18, 2017 meeting of the Committee of the Whole and to obtain direction regarding the Board's priorities for code enforcement within the Village

A summary of administrative tasking was exhibited.

#### Resource Allocation

##### \*Immediate Compliance

- Violator is responsive and addresses the issue with minimal staff involvement
- Total Staff Time 3-6 Weeks or .5-1.5 Hours

##### \*Supported Compliance

- Violator requires assistance and reminders to gain compliance
- Total Staff Time 6-12 Weeks or 1.5-3.5 Hours

##### \*Mandated Compliance

- Violator does not comply, citation necessary
- Total Staff Time 10-20 Weeks or 10-15 Hours

A Multi Year Work Order History was exhibited. It was noted that as of May 2, 2016, a new and more efficient system for receiving work orders has been put into place

#### Administrative Hearing Fines

The years from 2013 to current year were identified.

\*The total fines collected for parking tickets paid prior to the Administrative Hearing Court, fees assessed for the purchase of late vehicle stickers and handicap parking permits are also included (fees are not parsed out in the Village's financial software)

- The Village budgets \$35,000 annually for prosecution and personnel related to the Administrative Hearing Court process
- Fines collected for violation are used to offset personnel costs and contractual remediation

#### Full-time Code Enforcement Officer Cost

##### \*Current (Part-Time)

- Code Enforcement Officer works two days a week
- Hourly rate is \$23.69 (does not earn benefits)
- Annual cost is approximately \$20,000

##### \*Full Time

- Annual cost with benefits approximately \$60,000
  - + In-line with comparable community's wages as well as the Community Service Officer's salary

Increased cost to the Village for a full-time Code Enforcement Officer, approximately \$45,000.

#### Options for Consideration

\*Status Quo

\*Continue to utilize the current staffing model and the Village Board identifies code enforcement priorities

\*Discuss the addition of a full-time Code Enforcement Officer at the 2018-2019 FY Budget Workshop

Violation types for review were presented. Questions and comments received responses from Mrs. Engelmann, Mr. Wiberg, Mr. Hammel, and Finance Director Merkel.

Mayor Bass had questions which were responded to by the same Staff members.

#### Board Direction Sought

Staff is seeking direction regarding the Board's priorities for code enforcement within the Village.

Would one full time employee be better than two part-time?

Consensus was for Mr. Hammel and Mr. McNellis to address this issue.

#### 2. Discussion Concerning Emergency 9-1-1 Calls from Cellular

This item was presented by Mrs. Engelmann and Chief LaMantia using PowerPoint.

#### Purpose of Discussion

To provide information regarding how wireless E9-1-1 phone calls are currently routed and a status on future regulations and technology to enhance location accuracy.

#### Background

\*On occasion wireless phone callers who dial 9-1-1 within the Village may experience a neighboring community's dispatch center answering the call.

- Calls are transferred using a hard or soft transfer depending upon the nature of the call
  - + Hard transfer- the call is released from the dispatch center to the correct dispatch center
  - + Soft transfer – the original dispatcher remains on the phone with the caller and works with the dispatcher in the location where the caller is located to address the problem



Current Technology

- \*Approximately 70 percent of E9-1-1 calls are placed from wireless phones
  - +Federal Communications Commission (FCC)
  - Calls received from wireless phones are not associated with a fixed location or address/
    - + Location of the wireless site closest to the E9-1-1 caller may provide a general location, but not an exact location

FCC Rules on Wireless Telephone Calls

- \*All wireless service providers must transmit E9-1-1 to Public Safety Answering Points “PSAP”
- \*Wireless service providers must provide the PSAP with the telephone number of the originator of a wireless E9-1-1 call and the location of the cell site or base station transmitting the call.
- \*Location information must include the latitude and longitude of the caller
  - Accurate within 50 to 300 meters depending upon the location of where the technology is being used
- \*Current wireless technology makes it challenging to locate wireless phone calls to the correct E9-1-1 dispatch center
  - Issue that exists throughout the United States.

Next Generation E9-1-1 (NG E9-1-1)

- \*Requirement to update E9-1-1 service infrastructure to improve emergency dispatch services in order to improve wireless phone technology
  - Address location accuracy from wireless phone calls, enable the public to transmit text, images, video and data to a dispatch center

State of Illinois Implementation

This is to include three phases:

Phase 1 – December 21 2016 to October 27, 2017

- Assessment of current E9-1-1 network,
- Survey of all PSAPs and 7 Town Hall meetings for input
- Feasibility Report of the readiness and recommendations will be generated

Phase II – December 30, 2017 to May 11, 2018

- Request for Proposal will be developed for a Next Generation E9-1-1 System Network Provider

Phase III – May 14, 2018 – July 1, 2010

- Next Generation E9-1-1 System Network Provider selected, implementation of the system

It was noted that that the system will not become available immediately.

### FCC Communication

\*Staff discussed wireless E9-1-1 calls with an employee from the Public Safety and Homeland Security Bureau of the FCC

- Confirmed misroutes are a result of locations of the carrier cell sites and how the calls are routed
- Problem exists nationwide and the FCC continues to examine the issue

\*FCC recommended contacting cellular carriers to ask for the locations of their sites and how calls are routed

- The Village contacted cellular carriers within the last year to review site locations, cellular carriers stated that the sites were properly directed
- Staff will monitor misroutes and provide further information to the FCC if necessary

The Village will generate data from Skokie

Questions and discussion ensued, clarification was provided by Chief LaMantia and Mr. Wiberg.

### Neighboring Communities

The communities of Skokie, Wilmette, Glencoe and Niles were contacted for information regarding calls for other communities. All had some report of calls for other communities.

### Conclusions

\*Wireless phone technology presents issues for locating E9-1-1 callers due to the mobility of the technology

- Problem is persistent throughout the United States

\*Dispatch Centers have transfer mechanisms to address misroutes

\*The Federal Government and the State of Illinois are working towards implementing Next Generation E9-1-1 program

3. Status Report Concerning Consolidated Emergency Dispatch This item was presented by

The item was presented by Mrs. Engelmann in a joint effort with Chiefs Hansen and LaMantia, using PowerPoint.

### Consolidated Dispatch

\*On November 1, 2016, the Village Board approved a five year Intergovernmental Agreement (IGA) with the Village of Skokie to provide police, fire and paramedic dispatch services to the Village

\*March 1, 2017 the Village of Skokie began dispatching police calls

\*April 24, 2017 the Village of Skokie began dispatching all fire and paramedic service calls

\*The Village's E9-1-1 infrastructure is connected to the Village of Skokie through fiber communications line

\*The Police Department connects to the Village of Skokie's computer aided dispatch (CAD) system through an interface that was designed so that each call for service is electronically imported into the records management system

\*The Fire Department shares the same records management system with the Village of Skokie

\*The Village of Skokie answers and dispatches all Lincolnwood E9-1-1

- 7Am to 5PM Monday through Friday Records Clerks in the Village's Police Department answer administrative and non-emergency police phone calls as well as greet and assist visitors
- Prior to 7AM and after 5PM Monday through Friday and on weekends visitors can access a Police Officer by using a phone in the Police Department vestibule that connects directly to the Skokie dispatch center
  - + A police officer will be dispatched if one is needed to the Police Department vestibule

\*Consolidation costs were approximately \$300,000

- Estimated savings of \$292,000 over five years when compared to in-house dispatching

Fire and paramedic response times were displayed (April 24, 2017 to August 24, 2017). Response times meet or exceed national standards.

#### Community Feedback

\*Immediately following the transition, staff identified several administrative, non-emergency telephone lines that did not transfer after 5PM to the Skokie Police Department

- Calls would ring in various voicemail extensions within the Police Department
- The lines were part of a group that needed to be routed together to Skokie
- The problem has been corrected

\*The Police Department received constructive feedback regarding dispatcher handling of two calls

- Every call to the Skokie dispatch center is recorded
- Lincolnwood Police Department Supervisors have the ability to review calls
  - + Upon review, in both instances, the on-duty dispatcher acted properly and professionally

#### Benefits

\*Benefit to emergency services Mutual Aid

- Two Police and Fire Departments are dispatched by one communications center
- Dispatchers are able to deploy more officers, firefighters and paramedics in less time in response to an emergency situation
- Staff has access to Automated Vehicle Location (AVL), information on monitors in the Police and Fire stations within Lincolnwood
  - + Officers can see the location of the vehicles as they move through the community or to and from area hospitals
  - + The location of Skokie vehicles can also be viewed

Summary and Next Steps

\*Response times have not been affected and in some instances have been removed

\*Mutual Aid benefits are seen as a result

\*Staff is continuing to work with the Village of Skokie as the State of Illinois reviews the Village's consolidation program and policies

- Minor administrative amendments regarding how E9-1-1 funds are remitted to the Village will most likely be necessary
- Staff anticipates bringing an amendment for consideration to the Village Board by December of 2017
- 

Discussion ensued regarding how other municipalities are handling this transition.

4. Discussion Concerning Police Department Lobby Hours

The item was presented by Chief LaMantia using PowerPoint.

Expanding Lobby Hours – Calls Made From Vestibule  
March 1 to August 22, 2017

Assistance – 629

Emergency – 0

General Assistance Per Day (Average) – 3.59

General Assistance Monday through Friday from 5PM to 9PM (Total) – 203

Average General Assistance Monday through Friday from 5PM to 9PM (Per Day) – 1.18

Discussion ensued. Chief spoke of procedures for handling requests after 5PM

Eleven municipalities with Outsourced Communications were contacted for information regarding lobby hours. This information was exhibited.

Expanding Lobby Hours – Annual Cost

\*Full-time records clerk - \$60,000 including benefits

\*Part-time records clerk - \$27,000 including benefits

\*A minimum of five full-time employees is required to staff one records clerk position 24/7

\*The Police Department I budgeted for two full-time records clerks (\$120,000) and one-time records clerk (\$27,000) for a total of \$147,000 in FY2017/18.

\*Annual Cost to staff five records clerks is \$300,000

\*Annual Cost to expand lobby hours 24/7 is an additional \$143,000

\*Annual Cost to expand lobby hours to include 5PM to 9PM Monday through Friday is an additional \$27,000

Expanding Lobby Hours – Challenges

- \*The Village is saving \$58,000 annually by contracting with Skokie
- \*Limited tasking for records clerks working after regular business hours
- \*Limited supervision for records clerks working after regular business hours

Options were reviewed. Additional discussion took place regarding panic buttons and motion detectors in vestibule.

Consensus was to go ahead with the panic button and to try to find extra hours for coverage.

5. Discussion Concerning a Potential Welcoming City

The item was presented by Chief LaMantia using PowerPoint.

Background

- \*Human Relations Commission, the Multi-Cultural Task Force and a group of interested persons within the community have reviewed and discussed the possibility of a Welcoming City Resolution or Ordinance.
- \*Many communities, including Evanston, Skokie, Morton Grove and Oak Park have adopted a Welcoming City Resolution or Ordinance
  - Neither preempts State or Federal law.

Common Information Included

- \*Contain statements of recognition, understanding, acceptance and appreciation of the value of a diverse community
- \*State that people of all races, ethnic backgrounds and religious backgrounds are welcome
- \*Affirm that all people will be treated with respect and dignity, including undocumented citizens
- \*Discourage unlawful discrimination
- \*Support the equal treatment of all individuals, regardless of national origin
- \*Clarify by official action that trust and cooperation between the community and the Police Department are critical to achieving public safety goals

Skokie's Resolution was exhibited.

Potential Benefits

- \*Avoidance of Civil Rights Liability
- \*Community Policing
- \*Compliance with State Law

- August 28, 2017, Governor Rauner signed into law Senate Bill 31 titled the “Illinois Trust Act”. Under this new state statute. Local governments will more or less be required to become “sanctuary” jurisdictions

#### The Illinois TRUST Act

\*Imposes limits on local government compliance with immigration detainer requests and imposes limits on immigration-status-based law enforcement activities (such as stops, arrests and searches)

\*Does not include a home rule limitation, so Lincolnwood has authority to adopt a local Ordinance in contravention of the new law.

Attorney Elrod stated that it is not necessary to adopt this to be in compliance.

#### Potential Drawbacks

\*Loss of Grant Funding

\*Risk of Targeting by Department of Justice and Immigration and Customs Enforcement

#### Options

\*Status Quo

- Direct Staff to continue to seek and recommend additional methods to recognize, educate and increase the understanding and acceptance of the Village’s diversity
- Direct the Village Attorney to prepare a Resolution or Ordinance, stating the Village is a Welcoming City. Identifying current practices demonstrating its commitment, and, as specified by the Board, directing Village Staff to take or refuse to take certain related actions.

Discussion ensued.

Trustee Cope moved to Table, seconded by Trustee Sugarman.

This could be brought to the Board at a later date.

The motion passed with a Voice Vote.

Resident Rayon Grossman spoke in favor of local “Welcoming Ordinance”. Mr. Grossman stated that we must stand up for what is right.

## 6. Discussion Concerning Residential Sprinkler Regulations

The item was presented by Fire Chief Hansen and Battalion Chief Heineman using PowerPoint.

### Sprinkler Codes in Lincolnwood

\*All new homes built since January 2006

- Adopted NFPA 101: Life Safety Code (2012)
- Adopted IRC: Appendix P (2009)

\*To Date: 110 homes completed – 14 in plan phase

\*Current Code does not require sprinklers in additions

The following dates were presented as having 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 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.

The current definition of “Rehabilitation Area” was exhibited as was the CORB Recommendation.

### 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 % 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% 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 Italics)

Proposed Change Approved By CORB

\*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 system 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

A Building Rehabilitation Work Form was exhibited.

Two Year Summary

\*52 Plans reviewed

\*33 homes had less than 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)

Options

\*No Changes to Current Code

\*Proposed Residential Additions Language

\*Proposed Changes to Building Rehabilitation Code Language Omitting Repair and Renovation

\*Proposed Changes to Building Rehabilitation Code Language to Add Triggers of 50% of the Aggregate wall and Ceiling Finishes, and Removing Wall, Ceiling to the Framing

7. Discussion Concerning the Potential Referral to the Plan Commission of a Zoning Code Text Amendment Regarding Auto Uses

The item was presented by Mr. Hammel using PowerPoint.

Current "O" Office District Boundaries were exhibited.



Current “O” Office District Permissions

\*Examples of Permitted Uses:

- General Offices
- Medical Offices and Clinics
- Parking Facilities
- Light Manufacturing
- Parks and Playgrounds

\*Examples of Special Uses:

- Recreational Facilities
- Wholesale and Warehousing
- Trade Schools
- Research Laboratories

\*Auto/Light Truck Sales and Service Permissions:

- B1 Traditional Business (Special Use Only)
- B2 General Business (Special Use Only)
- MB Manufacturing/Business

Rationale for Proposed Amendment

\*Similarity of Current Permissibility

\*Relationship to the Comprehensive Plan

\*Location along Prominent Arterials

\*Relationship to Adjacent Uses

\*Size of Existing Lots

\*Greater Flexibility for Sales Tax Generating Uses

Relevant Considerations

\*Potential minimum lot size for Auto/Light Truck Sales and Service Uses

\*Location of Service Operations relative to Surrounding Uses

\*Service Uses only as a Supporting Function to Sales

\*Traffic and Parking Management

Retail Overlay District Proposal

Recommendation

Consider Referral to the Plan Commission of a Text Amendment permitting Auto/Light Truck Sales and Service as a Special Use in the “O” Office District.

Consensus was to move ahead on this item.

**Adjournment**

At 7:28 PM Trustee Cope moved to adjourn Committee of the Whole, seconded by Trustee Patel.  
The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman  
Village Clerk

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
SEPTEMBER 19, 2017**

**DRAFT**

**Call to Order**

President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 5:45 P.M., Tuesday, September 19, 2017, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

**Roll Call**

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

PRESENT: President Bass, Trustees Hlepas Nickel, Spino, Patel, Ikezoe-Halevi (5:50), Cope (6:05), Sugarman (6:20)

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager, Ashley Engelmann, Assistant Village Manager; Steven Elrod, Village Attorney; Heather McFarland, Management Analyst; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Community Development Director; Andrew Letson, Public Works Director; Nadim Badran, Assistant to the Public Works Director; Doug Hammel, Community Development Manager; Robert LaMantia, Police Chief; Michael Hansen, Fire Chief

**Regular Business**

**1. Discussion Concerning Proposed Zoning Code Text Amendments**

The item was presented by Mr. Hammel using PowerPoint.

Mr. Wiberg stated that the goal here is to be responsible and development friendly, but maintain Village standards.

**Residential First Floor Height**

Existing Regulation:

\*Minor Variation process used for property owners seeking relief.

\*12 Variation requests since new Zoning Code adopted in 2008

**Minor Variation Process**

\*Steps

- Application received

\*Days

Timer begins

- Notice sent to surrounding properties max. 5 days
  
  - Notice period closes min. 10 days
  - Decision sent to surrounding properties max. 5 days
  - Appeal period closes min. 10 days
  - If approved, Variation granted max. 5 days
  - If denied – case goes to ZBA min. 60 days
- \*Best case scenario: 30 days      \*Worst case scenario: 90 days

Proposed Amendment

\*Amendment to Sections 4.11 and 4.12 of the Zoning Ordinance related to increase the maximum first floor height

Considerations

- \*What number could capture most of the variations that have been requested?
- \*Would modifying the standard to accommodate past requests result in a change to neighborhood character?
- \*Should new construction and additions to existing homes be treated the same?
- \*Are there certain instances that could be permitted to have a higher elevation through code provisions rather than changing the standard for all development?

Building Coverage for Two-Car Garage

Existing Regulation:

- \*Minor Variations process used for property owners seeking relief
- \*6 Variation requests since 2012

Challenges

- \*Variety of lot sizes throughout Lincolnwood
  - Variety of compliant lot sizes
  - Non- compliant lot sizes
- \*Era of development
  - Nature of residential amenities
    - ^Modern Kitchens
    - ^Two- car garages
    - ^Storage (i.e. sheds)

Case Study

- \*R3 Zoning
- \*Required minimum lot area: 5,400 sf
- \*Based on minimum required lot area:
  - Max building coverage: 1,890 sf
  - Max lot coverage: 3,240 sf
  - Max FAR: 3,564 sf

Five additional case studies were exhibited.

Considerations

- \*Should a two-car garage be considered the standard for Lincolnwood/
- \*Should the Code provide flexibility in certain areas of the Village or on lots with certain characteristics?
- \*What adverse effects might be caused if building coverage allowances are increased?
- \*How does building coverage relate to lot coverage, FAR or other regulations?

Approval of Extended Hours of Operation

Current Regulations

- \*Construction permitted:
  - Mondays through Fridays, 7AM – 6PM
  - Saturdays, 7AM – Noon
- \*Construction NOT permitted:
  - Sundays
  - Six major federal holidays

Current Procedure for Relief

- \*Applicant submits a request to the Village
- \*Depending on the case, staff identifies relevant conditions
- \*Ordinance drafted for Village Board consideration

Over the past six months, two requests have been approved through the Village Board Consent Agenda for extended hours of operation for improvements on private property.

Potential Alternative Process

- \*Applicant submits a request to the Village
- \*Staff administers any relevant conditions for approval
- \*Village Manager considers approval
- \*Work is completed and inspected

Two case studies were presented:

Case Study

- \*Commercial property adjacent to residential alley
- \*Parking lot crack sealing, coating and striping
- \*Sought permission for Saturday afternoon/Sunday morning work to maintain business operations

Case Study

- \*Staff requested that they notify neighboring properties of request prior to approval
- \*Village Board granted approval through Consent Agenda

Ordinance included a condition recommended by staff that additional notice was to be provided to neighbors prior to initiation of the work.

Considerations

- \*Are there certain types of improvements that should qualify based on minimal potential impacts?
- \*Are there certain districts where extended hours of construction should not be permitted?
- \*What type of notifications or documentation should a petitioner provide?
- \*Are there criteria the proposed work should meet in order to get approval?

Discussion and questions for Mr. Hammel.

Noise consideration needs to be addressed.

Consensus was that all three items to go to Plan Commission.

**2. Discussion Concerning Proposed Modifications to the Stormwater Payment-in-Lieu Fee**

This item was presented by Mr. Letson using PowerPoint.

Also providing information were Thomas Burke and Jim Amelio of Christopher B. Burke Engineering, Ltd. (CBBEL).

Purpose of Discussion

- \*The Village's stormwater detention requirements are stricter than the Metropolitan Water Reclamation District (MWR)
- \*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

Requirements for Commercial or Multi-Family Developments

|                                 | Retention<br>(Area of Disturbance) | Detention<br>(Minimum Parcel Size) |
|---------------------------------|------------------------------------|------------------------------------|
| MWRD                            | 0.5 acre                           | 3.0 acre                           |
| Lincolnwood<br>(Storm Sewer)    | Per MWRD<br>(0.5 acre)             | 0.5 acre                           |
| Lincolnwood<br>(Combined Sewer) | Per MWRD<br>(0.5 acre)             | 0.0 acre                           |

Neighboring Community Codes were exhibited:  
Evanston, Morton Grove, Niles, Park Ridge, Skokie

Fee-in-Lieu of Detention in Neighboring Communities were exhibited:  
Same as above.

Examples from three recent projects were presented.

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 were presented:  
Cook, DuPage, Kane

Recommendations

\*Increase fee-in-lieu of stormwater detention to \$30.00 per cubic foot – not to exceed 10% of project cost

- Re-evaluate rate every five years

\*Credit toward detention for every cubic foot of retention provided

\*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

Questions and comments ensued.

Consensus was to send to Plan Commission.

**3. Discussion Concerning Stormwater Management Projects**

The item was presented by Mr. Letson using PowerPoint.

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 Ho 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 Avenue (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 in GHA result in need for new design firm

\*July 2015 – Christopher 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

\*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 Avenue (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 the project as the 2<sup>nd</sup> highest priority

#### 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 11 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 11 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 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 11 area

\*Allows for future expansion to the west

- Potentially separate east end
- Provide outfall for street storage projects in other areas
- No specific projects have been identified

Total cost: \$6.4 million

A summary of costs for the following areas was presented:

Engineering, Construction, Construction oversight, Remaining berms and restrictors

Funding Opportunities

\*\$400,000 has been included in the FY2017/18 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 \$829,000 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 MWD

\*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 to North Shore Channel)
- Option 2: 84 inch (Drake to North Shore Channel)
- Option 3: 84 inch (Former UP ROW to North Shore Channel)

Discussion ensued. There were questions regarding how the increased costs will actually help residents with flooding issues.

Board consensus was to go with Option 2

**4. Discussion Concerning Police Department Lobby Modifications**

The item was presented by Mr. Meyer using PowerPoint.

Background

\*Current status

- Police Department lobby is closes outside of normal business hours
- Visitors utilize phone in vestibule to contact Skokie Dispatch in order to receive Police assistance
- In emergency, visitors may lock the exterior-facing vestibule door, preventing intruders from also entering the vestibule

Photos of the area were exhibited

Proposed Improvements

\*Motion detector to alert Skokie Dispatch of a visitor's presence within the vestibule

\*Skokie Dispatch is given the ability to remotely unlock and lock the door from the lobby to the vestibule

\*A panic button to allow visitors to enter the lobby from the vestibule

- Panic button would have a timer to prevent an intruder from using the panic button to follow a visitor into the lobby

\*Additional phone in lobby

\*Placement of automated external defibrillator in the lobby

Timeline and Financial Impact

\*If approved, it is anticipated that security system enhancements could be completed within three to four weeks with the AED being installed as soon as it arrives

\*Anticipated cost for program is \$6,000 with a 50% matching grant from the Metropolitan Mayor's Caucus reducing the Village's expenses to \$3,000

*Requested Direction*

Staff is requesting direction on the proposed improvements to the Police lobby and vestibule.

The Board consensus was to go ahead with the improvements.

**5. Discussion Concerning a Possible Crime Free Housing Ordinance**

Due to time constraints, this item will be brought to a future meeting.

**Adjournment**

At 7:45 PM Trustee Spino moved to adjourn Committee of the Whole, seconded by Trustee Ikezoe-Halevi. The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman  
Village Clerk

# MEMORANDUM

TO: President Bass and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: September 29, 2017

SUBJECT: **October 3, 2017 Committee of the Whole Meeting**

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

**1) Discussion Concerning a Possible Crime Free Housing Ordinance (6:00 – 6:30 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.

**2) Discussion Concerning a Potential Panhandling Ordinance (6:30 – 6:45 p.m.)**

Village staff routinely hears complaints from the public concerning panhandlers who locate themselves on busy roadways potentially creating safety concerns. [Attached](#) is a memorandum from the Police Chief summarizing the issue and providing options for potential regulations concerning panhandlers.

**3) Discussion Concerning the Warrant Review Process (6:45 – 7:00 p.m.)**

Historically, the Village's process for paying all bills includes a Village Board member reviewing each warrant to ensure appropriate invoicing and pertinent back-up information is provided for each expenditure of the Village. This requires a Board member to review the warrant prior to each Board meeting, so that the warrant can appear on a Village Board agenda for Board approval, prior to a check actually being issued by the Village. Due to the recent turnover of the Village Board, it is now necessary to identify Board members to fulfill this duty. [Attached](#) is a memorandum from the Finance Director summarizing the process and the Mayor will be seeking Board volunteers to provide this service on a rotated basis.

**4) Demonstration of the Village's New Web-Based Story Maps (7:00 – 7:10 p.m.)**

Staff continues to pursue new and improved means to communicate important information to our constituents. As a member of the Geographical Information System (GIS) Consortium, the Village has been working with a series of communities to implement map-based information pertaining to specific sites in the Village, i.e. parks, Village amenities, and available development sites. [Attached](#) is a memorandum from the Assistant to the Village Manager presenting this concept to the Board and seeking feedback on its components.

**5) Discussion Concerning the Addition of Bus Shelters (7:10 – 7:20 p.m.)**

Over the past few years, staff has been working with the Illinois Safety & Convenience Corporation (IC&SC) on installing bus shelters on PACE and CTA bus routes. Besides the convenience of allowing the public to wait for buses while being protected from the elements, the Village earns advertising revenue from advertisements IC&SC secures in the shelters. [Attached](#) is a memorandum from the Assistant to the Village Manager providing a recommendation for locations for additional shelters.

**6) Discussion Concerning the Potential Televising of Additional Commission Meetings (7:20 – 7:30 p.m.)**

Currently the Village televises Village Board, Plan Commission and Zoning Board of Appeals meetings. At a recent COTW meeting, the Board discussed the potential of televising additional Commission meetings and directed staff to discuss with each Commission whether they supported their respective Commission meetings being televised. [Attached](#) is a memorandum from the Assistant to the Village Manager summarizing these discussions.

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



Robert LaMantia  
Chief of Police

## LINCOLNWOOD POLICE DEPARTMENT

### INTER-OFFICE MEMO

To: Timothy C. Wiberg, Village Manager  
From: Robert LaMantia, Chief of Police  
Date: October 3, 2017  
Subject: Crime Free Housing Ordinance Discussion

A crime free housing program is a three phase certification program for rental properties. Crime Free Housing Ordinances have been implemented in over 2,000 cities in 44 states and more than 10 countries. They are more common in communities with a large number of rental units. The program is intended to reduce crime and code violations in rental properties. The three phases of a Crime Free Housing Program are described below:

1. The completion of a mandatory four or eight hour course taught by the local Police Department and Community Development Department to landlords and property owners. The goal of the training is to reduce criminal activity and code violations 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 rental property prior to sale. The Village conducts an inspection of all rental properties with four or fewer units to ensure compliance with all applicable building codes.
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. The tenant does not have to be convicted of a crime. Although, there must be evidence of the tenant's involvement criminal activity.

## **Lincolnwood**

According to the 2010 US Census, Lincolnwood had approximately 578 (13.3%) of the Village's 4,341 housing units serving as rental housing. The Community Development Department does not maintain an inventory of rental properties. A Crime Free Housing Program requires a method and process to track rental properties in the community.

The Lincolnwood Police Department does not track crimes by rental properties. However, a search of the Police Department's records system of crimes by location shows no evidence the crime rate is higher in areas where rental units exist.

## **Program Cost**

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

The cost for two employees to provide a four hour block of instruction (Crime Free Housing Program) to landlords on six occasions per year would be approximately \$5,000.

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's contracted inspector charges \$75.00 per property inspection. If there were 50 rental property transfers per year, the total cost would be \$3,750. If a property inspection revealed code violations, the property would have to be re-inspected at an additional cost.

The annual cost of the program's training and property inspections would be approximately \$8,750, plus the indirect cost of staff time reassigned from other tasks.

## **Program Benefits**

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

1. A stable, more satisfied tenant base
2. Increased demand for rental units due to a better maintained housing stock
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



## **Program Concerns**

Opponents of a Crime Free Housing Program espouse the following concerns:

1. May adversely affect crime victims, not criminals
2. Victims may stop calling the police, creating opportunities for further victimization
3. Frequently, the entire household is affected by the actions of one family member
4. Creates a burden for landlords and property owners
5. There is little evidence to suggest a Crime Free Housing Ordinance leads to a reduction in criminal activity

## **Skokie and Addison Crime Free Housing Ordinance Programs**

Staff contacted representatives of Skokie and Addison regarding their Crime Free Housing Ordinances. The following is a summary of the programs:

- Staff from both communities expressed support for the program.
- Skokie has approximately 5,000 multi-unit rental properties and 1,000 single family rental properties. Addison has approximately 4,000 multi-unit rental properties and 1,000 single family rental properties.
- Each municipality has two persons assigned to the program; a police officer and civilian code enforcement officer. The titles of the civilian employees vary slightly by community, but they perform the duties associated with a civilian code enforcement officer.
- Each community provides program training for landlords and property owners. Generally two or three employees are necessary to instruct each class. Skokie requires landlords to attend a four hour class. Addison requires landlords to attend an eight hour class. The class is supplemented with instruction from the Police Department's Gang Crime Unit.
- Each community works with the property owner to gain compliance with code violations. Very few citations are issued to property owners. Neither community has a history of using the Code to evict tenants. Generally, when tenants cause problems, the Police Department staff meets with the property owner and the tenant's lease is not renewed.
- Addison has two full-time persons (one sworn and one civilian) assigned to the program. Lincolnwood has 10% of the rental properties as Addison. It is reasonable to expect the Village of Lincolnwood would assign an employee up to eight hours per week to maintain the program.
- Skokie has two full-time persons (one sworn and one civilian) assigned to the program, but the civilian person has other duties.

## **Summary**

If the Board expresses a desire to pursue a Crime Free Housing Ordinance; staff recommends the matter be reviewed in more depth as part of the Budget Workshop in February.

## **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 Ordinance – Skokie
6. Information from Mayor Bass Regarding Property Owner/Landlord Training
7. PowerPoint

# 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 \$ \_\_\_\_\_

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)

Good Afternoon Mayor,

I attached a few of the slides from our Property Owner/Landlord training.

Municipal government and law enforcement is charged with public safety and quality of life maintenance. The program educates and creates the framework for actions to resolve problems.

The program is **proactive** in creating and maintaining a safe community for all of its residents.

The CFMH Program is an effective tool used to create a partnership between citizens, property owners, law enforcement and the municipality which focuses on safety for all residents and increasing the quality of life within the community.

The program creates guidelines and best practices for the sole purpose of reducing the likelihood of criminal activity at rental properties.

Start of the Schaumburg CFMH program:

- 1999 -2006 calls for police service at our 18 major rental properties saw a **decrease by 11%.**

Positive points about the program:

- The program helps to ensure property values are maintained and brings in citizens to the community that are invested in a crime free community
- Existing residents see the proactive benefit of the program in the rentals of single family homes
- Provides a means for concerned citizens, law enforcement and municipal code enforcement to resolve problems
- The program makes it difficult for "career tenants" – those that create nuisance and make money from suing landlords
- Background checks and formalized guidelines prevent future conflicts and provided a systematic means of addressing problems consistently
- Gang and drug dealers gravitate toward rental properties – this program helps to set in place a system of rules and ordinances which protect all citizens property value and quality of life

# Court Case Progressing.....

## You can't steal someone's pot, police say

BY CHAD BROOKS

*Daily Herald Staff Writer*

It's illegal to possess marijuana, but Hoffman Estates police said it still is not OK to steal it from someone.

Three men have been charged with robbery after they stole a small amount of marijuana from another man on two separate occasions last month, police said Friday.

Brandon P. Ward, 17, of 1979 Hancock, and Michael G. Redmond, 20, of 845 Alhambra Lane, both in Hoffman Estates, were charged Jan. 19 with robbery, police said.

The two were charged after they stole the marijuana from another man Jan. 18 at a restaurant on the first block of East Higgins Road, police said.

Nikolis D. Turnau, 17, of 1904 Flintshire Drive, Schaumburg,

was charged Jan. 27 with armed robbery after stealing more marijuana from the same man at the same restaurant Jan. 20, police said.

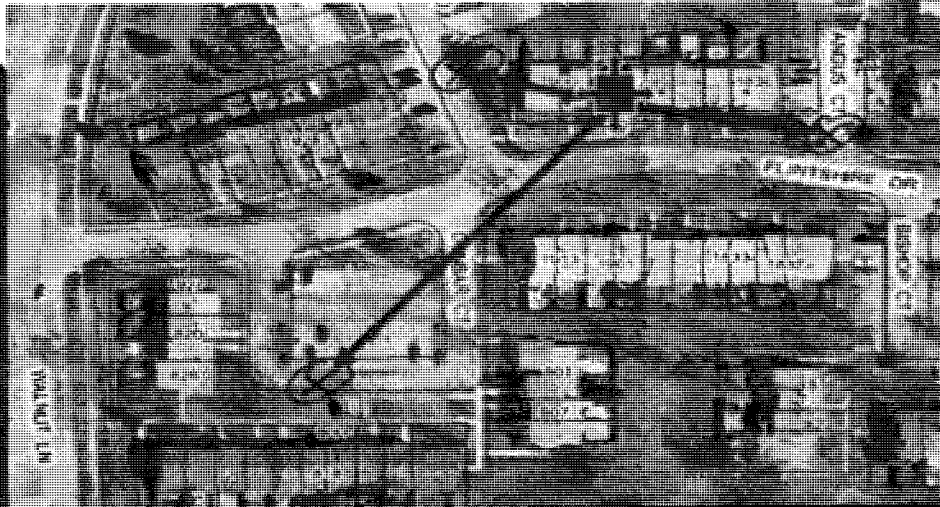
Police said Turnau used a pipe to threaten the man.

The victim was not charged with possession of marijuana, police said.

All three men are being held on bond with a scheduled court date of Feb. 21.

\*\*\* Spring 2006 – Eviction Completed  
Quality of Life returns to Flintshire Dr. !

## Arrests **“NEAR”** the Property



- Aug. 20, 2005 - Poss. Cannabis / Resisting Arrest
- Sept. 09, 2005 - Battery
- Sept. 11, 2005 - Possession of Cannabis

## September 21, 2006

- Property determined as Nuisance
- Owner is contacted and advised
- Meeting held
- Action plan requested
- Legal Review
- Eviction process started

# CRIME FREE HOUSING CONCEPT ORDINANCE DISCUSSION

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Committee of the Whole Meeting  
October 3, 2017

# **Crime Free Housing Ordinance**

A crime free multi-housing program is generally a three phase certification program for rental properties.

Crime Free Housing programs are relatively common. They have been implemented in over 2,000 cities in 44 states and at least 10 other countries. Skokie, Niles and Carol Stream all have ordinances.

## **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. The majority are single family homes.

# Crime Free Housing Ordinance – Common Elements

There are three common elements of a Crime Free Housing Program.

1. 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:
  - ❖ Understanding Crime Prevention
  - ❖ Crime Prevention Through Environmental Design
  - ❖ The Crime Free Housing Program Application Process
  - ❖ The Village Code
  - ❖ Lease Addendum
  - ❖ Combating Crime Problems
  - ❖ Non Compliance Consequences

# **Crime Free Housing Ordinance – Common Elements (cont'd.)**

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.



# Crime Free Housing Ordinance - 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 \$5,000.

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 \$8,750 plus indirect cost of additional staff time to administer the program.

# Crime Free Housing Ordinance - Benefit

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

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

# Crime Free Housing Ordinance - Concerns

**Opponents** of a Crime Free Housing Program espouse the following concerns:

- ❖ May adversely affect crime victims, not criminals
- ❖ Victims may stop calling the police, creating opportunities for further victimization
- ❖ Frequently, the entire household is affected by the actions of one family member
- ❖ Creates a burden for landlords and property owners
- ❖ There is little evidence to suggest a Crime Free Housing Ordinance leads to a reduction in criminal activity.

Staff is Seeking  
Direction from  
the Village Board



Robert LaMantia  
Chief of Police

## LINCOLNWOOD POLICE DEPARTMENT

### INTER-OFFICE MEMO

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: October 3, 2017

Subject: Potential Panhandling Ordinance

The Lincolnwood Police Department commonly receives complaints of panhandling. The locations of the complaints include the following intersections: Devon and McCormick; Devon and Lincoln; and Touhy and Cicero. The most frequent complaints relate to traffic safety.

The Police Department has been working with the City of Chicago, City of Evanston, and the Chicago Water Reclamation District for more than a year to address complaints of panhandling.

Social services staff has interviewed panhandlers to assess their needs regarding shelter, meal, bathing, and employment, etc. They found that the majority of panhandlers do not wish to pursue social service assistance. They wish to be left alone to conduct the business of panhandling.

According to the Village Attorney, as a general rule, and particularly under the U.S. Supreme Court's decision in the *Reed v. Town of Gilbert* decision (2015), any restriction on speech that is based on the identity of the speaker is strongly disfavored, and will be allowed only if the restriction is narrowly tailored to meet a compelling government interest. Panhandling is considered "speech" that enjoys First Amendment protections, and, therefore, restrictions on panhandling are subject to the strict review.

For instance, the Village may make the argument that it is unsafe for all persons, commercial businesses, and charitable organizations to solicit funds at a particular location during a particular time. A restriction that applies to all people, businesses and charitable organizations may be defensible in the court of law. However, the Village would still have to justify the necessity of the regulations.

The Village Attorney suggests that if the Village is interested in restricting all types of solicitation, it should consider "time, place, and manner" restrictions, under which the Village might restrict solicitation at certain times, or in certain locations, without distinction of the type of speaker or manner of speech." Time, place, and manner

regulations may be allowable if they are (1) content-neutral, (2) narrowly tailored to serve a significant governmental interest, and (3) allow alternative channels for communication. On the basis of that “intermediate scrutiny” test, a federal trial court in Texas upheld a regulation of the City of Arlington that regulated all solicitation by individuals in streets.

The City of Chicago adopted an Ordinance governing Aggressive Panhandling. The Ordinance prohibits solicitors from:

- touching the solicited person
- blocking the path of the solicited person
- blocking the entrance to any building or vehicle
- using profane or abusive language
- working in groups of two or more
- working within 10' of a bus stop or bus stop sign
- working in any public transportation facility
- working within 10' of an ATM, bank or currency exchange
- addressing persons in-line for a restaurant or commercial establishment

If the above restrictions apply to all persons, businesses and charitable organizations soliciting donations, they may be defensible. However, the above restrictions would not address the current complaints in the Village of Lincolnwood.

### **Litigation**

Litigation against First Amendment rights is expensive to defend and more expensive if the Village loses. A plaintiff can receive triple damages and the plaintiff's attorney fees. It is (usually) the attorney fee award that can make constitutional verdicts so expensive, because of the cost that a plaintiff's counsel will incur to bring the case. The final award may easily be in the hundreds of thousands of dollars. Any regulation of panhandling and soliciting must be carefully reviewed prior to consideration.

The Village of Skokie is currently being sued regarding this matter. The complaint alleges the Peddlers and Solicitors Ordinance violates the plaintiff's first amendment rights. The complaint is attached. Last year, there were over 160 active civil court cases involving panhandling or soliciting.

### **Summary**

The Village of Lincolnwood receives complaints of panhandlers soliciting funds in the roadway at several locations within the Village. The complaints have to do primarily with the safety of the panhandler. The Police Department has no substantiated record of safety issues or panhandlers committing criminal acts. In addition, there is no record of panhandlers being aggressive. For these reasons, staff is not recommending a Panhandling Ordinance.

Staff is seeking direction from the Village Board.

Documents Attached

1. City of Chicago Ordinance
2. Complaint Against the Village of Skokie

## **City of Chicago**

### **8-4-025 Aggressive panhandling.**

(a) Definitions. For purposes of this section:

(1) "Panhandling" means any solicitation made in person upon any street, public place or park in the city, in which a person requests an immediate donation of money or other gratuity from another person, and includes but is not limited to seeking donations:

(A) By vocal appeal; or

(B) Where the person being solicited receives an item or service of little or no monetary value in exchange for a donation, under circumstances where a reasonable person would understand that the transaction is in substance a donation.

"Panhandling" shall not include the act of passively standing or sitting nor performing music, singing or other street performance with a sign or other indication that a donation is sought, without any vocal request except in response to an inquiry by another person. Nothing in this section shall be construed to permit any sound currently prohibited by Chapter [11-4](#) of this Code.

(2) "Public place" shall mean any area to which the public is invited or permitted, and includes the public way.

(3) "Automated teller machine" means any automated teller machine as defined by the Automated Teller Machine Security Act, 205 ILCS 695, as amended.

(4) "Bank" means any bank or financial institution as defined by the Illinois Banking Act, 205 ILCS 5, as amended.

(5) "Currency exchange" means any currency exchange as defined by the Currency Exchange Act, 205 ILCS 405, as amended.

(b) It shall be unlawful to engage in an act of panhandling:

(1) When either the panhandler or the person being solicited is located within any of the following locations: within ten feet of a bus shelter or a posted Chicago Transit Authority bus stop sign; in any public transportation vehicle or public transportation facility; in a vehicle which is parked or stopped on a public street or alley, except for those solicitations permitted under Section [10-8-160](#) of this Code; in a sidewalk café or restaurant; in a filling station; or within ten feet in any direction from an automatic teller machine or entrance to a bank or currency exchange; or

(2) In a manner that a reasonable person would find intimidating, including any of the following actions when undertaken in a manner that a reasonable person would find intimidating:

(A) Touching the solicited person without the solicited person's consent;

(B) Panhandling a person while such person is standing in line and waiting to be admitted to a commercial establishment;

(C) Blocking the path of a person being solicited, or the entrance to any building or vehicle;

(D) Following behind, ahead or alongside a person who walks away from the panhandler after being solicited;

(E) Using profane or abusive language, either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communication which would cause a reasonable person to be fearful or feel compelled; or

(F) Panhandling in a group of two or more persons.



(c) Any person who violates any provision of this section shall be subject to a fine of \$50.00 for a first or second offense within a 12-month period, and a fine of \$100.00 for a third or subsequent offense within a 12-month period.

(d) The provisions of this section are declared to be separate and severable. The invalidity of any provision of this section, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

|                                  |   |                    |
|----------------------------------|---|--------------------|
| SHELDON PEARLMAN,                | ) |                    |
|                                  | ) |                    |
| Plaintiff,                       | ) | No. 16 C 6492      |
|                                  | ) |                    |
| v.                               | ) | Judge              |
|                                  | ) | Magistrate Judge   |
|                                  | ) |                    |
| THE VILLAGE OF SKOKIE, ILLINOIS, | ) |                    |
|                                  | ) |                    |
| Defendant.                       | ) | <b>Jury Demand</b> |

**COMPLAINT**

Plaintiff SHELDON PEARLMAN, by his undersigned attorneys, complains against the Defendant Village of Skokie, Illinois, as follows:

**Nature of the Case**

1. This is an action pursuant to 42 U.S.C. §1983 challenging the constitutionality of certain provisions of Chapter 78 of the Municipal Code of the Village of Skokie, Illinois (the “Peddlers and Solicitors Ordinance”), which requires an individual to obtain a license from the Village Manager before engaging in charitable solicitation on the public ways in the Village. Plaintiff contends that the Peddlers and Solicitors Ordinance violates the First Amendment of the United States Constitution on its face.

2. Plaintiff seeks a preliminary injunction, affirmative permanent injunctive relief and declaratory relief on the grounds that the Ordinance is

unconstitutional on its face. Plaintiff also seeks compensatory damages for the injuries associated with the deprivation of his constitutional rights.

### **Jurisdiction and Venue**

3. Jurisdiction is proper in this court pursuant to 28 U.S.C. §1331 because this action arises under federal law. Specifically, this case arises under 42 U.S.C. §1983 and alleges violations of Plaintiff's rights under the First Amendment to the U.S. Constitution.

4. Venue is proper in this district pursuant to 28 U.S.C. §1391(b), because the events giving rise to Plaintiff's claims occurred in the Northern District of Illinois.

5. Declaratory relief is authorized under 28 U.S.C. § 2201. A declaration of law is necessary and appropriate to determine the respective rights and duties of parties to this action.

### **The Parties**

6. Plaintiff Sheldon Pearlman is a 65-year-old individual who lives in the Northern District of Illinois.

7. Defendant Village of Skokie is a municipal corporation, duly incorporated under the laws of the State of Illinois, and located in Cook County, Illinois.

### **Factual Allegations**

8. For the past 20 years, Plaintiff Sheldon Pearlman has relied on panhandling on the public ways to help support himself. Mr. Pearlman receives social security disability benefits, but these benefits are not sufficient to cover his

basic needs. He uses the contributions he receives from panhandling for food, shelter, his phone bill and other basic necessities.

9. Mr. Pearlman typically panhandles by standing on the sidewalk, holding a cup and asking passersby whether they can spare money or food.

10. Mr. Pearlman spent much of his childhood living in Skokie, Illinois. He would like to panhandle on the public sidewalks near the Skokie Swift CTA station, the public sidewalks in downtown Skokie, and the public sidewalks near Old Orchard Mall.

11. Mr. Pearlman has tried to panhandle on the public sidewalks in the Village of Skokie in the past, but was told by Skokie police that it was “illegal.”

12. Because he understands panhandling in Skokie to be prohibited, Mr. Pearlman typically panhandles on the public sidewalks in the City of Evanston. Unless his circumstances change, Mr. Pearlman plans to continue panhandling in the future and seeks the right to panhandle on the public sidewalks in Skokie.

### **The Challenged Ordinance**

13. In 1979, the Village of Skokie, Illinois, enacted the “Peddlers and Solicitors Ordinance,” a municipal law regulating solicitation conducted “door to door” or “on the public ways” in the Village. (Chapter 78, Article III, Division 2 of the Municipal Code of the Village of Skokie, Illinois).

14. The Peddlers and Solicitors Ordinance requires any individual who wishes to engage in charitable solicitation on the public ways in the Village of Skokie to first obtain a license from the Village Manager (or his designee)

authorizing him to do so. Skokie Municipal Code, §78-121 (“It shall be unlawful for an individual or group to solicit door to door or on public property contributions for any charitable purpose within the Village without a permit from the Village Manager or designee authorizing such solicitation.”)

15. The Ordinance defines “solicitation” as “the request, directly or indirectly, of money, credit, property, financial assistance, or other thing of value on the plea or representation that such money, credit, property, financial assistance, or other thing of value will be used for a charitable purpose.” §78-91.

16. The Ordinance defines “charitable” as including but not limited to “philanthropic, benevolent, social services or welfare, either actual or purported.” *Id.* The Ordinance defines “contributions” as including the terms “‘alms,’ ‘food,’ ‘clothing,’ ‘money,’ ‘property,’ ‘subscription’ or ‘pledge’ [or] donations under the guise of loans of money or property.” *Id.*

17. The Ordinance exempts from the licensing requirement solicitation by “any established person, organization, or not-for-profit corporation, organized and operated wholly or partially for charitable purposes and not operated for the pecuniary profit of any person” (§78-121); and solicitation by “religious organizations” (§78-92). (“religious organizations are exempted from the permit provisions of this article.”)

18. The applicant for a license to engage in charitable solicitation must pay a \$25 fee (§78-131; §46-77) and must submit the application for the license “at least 15 days prior” to the intended solicitation (§78-122).

19. A license cannot be granted for a period of more than 30 days. §78-128. After the expiration of a license, the Village Manager (or his designee) has the discretion to renew the license or to require an entirely new application. *Id.*

20. The Village Manager (or his designee) has discretion to decide whether to issue a license based on his evaluation of whether each of eight criteria is met.

Among these criteria are the following:

- The applicant is “of good character and reputation for honesty and integrity.” §78-125(a)(2);
- The solicitation will be “control[ed] and supervis[ed] ... under responsible and reliable persons.” §78-125(a)(3);
- The “solicitation is prompted solely by a desire to finance the charitable cause described in the application, and will not be conducted primarily for private profit.” §78-125(a)(6); and
- “the solicitation will be in the interest of and not inimical to the safety, convenience or welfare of the inhabitants of the Village.” §78-125(a)(8).

21. The Peddlers and Solicitors Ordinance violates the First Amendment on its face in at least four ways.

- One, requiring a license to engage in speech on the public way violates the First Amendment under *Watchtower Bible & Tract Soc. of NY, Inc. v. Village of Stratton*, 536 U.S. 150 (2002);
- Two, the Ordinance is an unlawful prior restraint because it vests unbridled discretion in the Village Manager to deny licenses on the basis of vague criteria such as whether the applicant is “of good character and reputation for honesty and integrity” and whether the solicitation is harmful to the “convenience” of residence. §78-125(a);
- Three, the Ordinance is a presumptively unconstitutional content-based regulation because it exempts those who solicit for a religious purpose from the licensing requirement while requiring all other solicitors to obtain a license; and

- Four, the Ordinance is an unconstitutional speaker-based distinction because it exempts “established” charities while requiring individuals who are not deemed “established” to obtain a license.

**COUNT I  
FIRST AMENDMENT  
(*Monell* Express Policy Claim For Declaratory Relief,  
Injunctive Relief and Money Damages)**

22. Plaintiff realleges and reincorporates, as though fully set forth herein, each and every allegation above.

WHEREFORE, Plaintiff respectfully request that this Court:

- (a) issue a preliminary and then permanent injunction prohibiting enforcement of the Peddlers and Solicitors Ordinance;
- (b) order affirmative injunctive relief requiring Defendant Village of Skokie to (1) remove the Peddlers and Solicitors Ordinance from its Municipal Code; (2) distribute a memorandum to all members of the Skokie police department informing them of the change in the law; and (3) train its police officers that peaceful panhandling on the public ways without a license is lawful;
- (c) issue a declaratory judgment that states that the Peddlers and Solicitors Ordinance violates the First Amendment of the U.S. Constitution;
- (d) award Plaintiff compensatory damages;
- (e) enter judgment for reasonable attorney’s fees and costs incurred in bringing this action; and
- (f) grant Plaintiff any other relief the Court deems appropriate.

**Plaintiff demands trial by jury.**

Respectfully submitted,

/s/ Adele D. Nicholas

/s/ Mark G. Weinberg

*Counsel for Plaintiff*

Mark G. Weinberg  
3612 N. Tripp Avenue  
Chicago, Illinois 60641  
(773) 283-3913

Adele D. Nicholas  
4510 N. Paulina Street, 3E  
Chicago, Illinois 60640  
(847) 361-3869



## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

## I. (a) PLAINTIFFS

Sheldon Pearlman

## DEFENDANTS

Village of Skokie, Illinois

(b) County of Residence of First Listed Plaintiff Cook

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Cook

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Law Office of Adele D. Nicholas, 4510 N. Paulina St. 3E, Chicago, Illinois 60640, 847-361-3869

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State PTF ☐ 1 DEF ☐ 1
- Citizen of Another State PTF ☐ 2 DEF ☐ 2
- Citizen or Subject of a Foreign Country PTF ☐ 3 DEF ☐ 3
- Incorporated or Principal Place of Business In This State PTF ☐ 4 DEF ☐ 4
- Incorporated and Principal Place of Business In Another State PTF ☐ 5 DEF ☐ 5
- Foreign Nation PTF ☐ 6 DEF ☐ 6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

| CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | TORTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | FORFEITURE/PENALTY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | BANKRUPTCY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | OTHER STATUTES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)<br><input type="checkbox"/> 153 Recovery of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Federal Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury<br><input type="checkbox"/> 362 Personal Injury - Medical Malpractice | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 365 Personal Injury - Product Liability<br><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><b>PERSONAL PROPERTY</b><br><input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 690 Other<br><b>LABOR</b><br><input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Management Relations<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 751 Family and Medical Leave Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Employee Retirement Income Security Act<br><b>IMMIGRATION</b><br><input type="checkbox"/> 462 Naturalization Application<br><input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition)<br><input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><b>PROPERTY RIGHTS</b><br><input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 840 Trademark<br><b>SOCIAL SECURITY</b><br><input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br><input type="checkbox"/> 864 SSID Title XVI<br><input type="checkbox"/> 865 RSI (405(g))<br><b>FEDERAL TAX SUITS</b><br><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 375 False Claims Act<br><input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a))<br><input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 480 Consumer Credit<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 850 Securities/Commodities Exchange<br><input type="checkbox"/> 890 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 895 Freedom of Information Act<br><input type="checkbox"/> 896 Arbitration<br><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision<br><input type="checkbox"/> 950 Constitutionality of State Statutes |
| <b>REAL PROPERTY</b><br><input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment<br><input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input type="checkbox"/> 290 All Other Real Property                                                                                                                                                                                                                                                                                                                                       | <b>CIVIL RIGHTS</b><br><input type="checkbox"/> 440 Other Civil Rights<br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input type="checkbox"/> 443 Housing/Accommodations<br><input type="checkbox"/> 445 Amer. w/Disabilities Employment<br><input type="checkbox"/> 446 Amer. w/Disabilities Other<br><input type="checkbox"/> 448 Education                                                                                                                                                                                                       | <b>PRISONER PETITIONS</b><br><input type="checkbox"/> 510 Motions to Vacate Sentence<br><b>Habeas Corpus:</b><br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><input type="checkbox"/> 540 Mandamus & Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Condition<br><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

## VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

42 U.S.C. §1983, First Amendment

## VII. Previous Bankruptcy Matters (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)

## VIII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No

## IX. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

X. This case (check one box)

☒ Is not a refile of a previously dismissed action☐ is a refile of case number

previously dismissed by Judge

DATE June 22, 2016

SIGNATURE OF ATTORNEY OF RECORD s/ Adele D. Nicholas



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## MEMORANDUM

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

**FROM:** Bob Merkel, Director of Finance

**DATE:** September 27, 2017

**SUBJECT:** Warrant Approval Process

The process for the payment of vendor invoices is as follows:

- A) Each department submits a warrant for payment with a cover sheet that lists the vendor, invoice date, amount, budget account charged and explanation of the invoice. The actual invoice and any supporting documentation are attached to the request. The request is reviewed, signed and dated by the Department Director.
- B) The Finance Director reviews the warrant for accurateness and signs and dates.
- C) A Village Trustee then reviews the warrant to ensure there is proper documentation for payment and signs and dates.
- D) The approved warrants are then presented at the Village Board meeting for Village Board approval.

In previous years before the Finance Department changed accounting software, the warrant listing presented at the Village Board meetings contained just the vendor name and the amount owed to the vendor. The current software warrant report includes the vendor name, amount owed and also provides an explanation of the invoice.

The Trustee warrant review usually takes between one and two hours for each Board meeting. As I mentioned above, this process has been in practice for many years but is not required by State Statute or Village Code.



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## MEMORANDUM

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

**FROM:** Heather McFarland, Management Analyst  
Charles Meyer, Assistant to the Village Manager

**DATE:** October 3, 2017

**SUBJECT:** Story Maps

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### **Background**

The Village has been working with the Geographical Information Systems Consortium (GISC) and its service provider, Municipal GIS Partners (MGP), to develop story maps to visually detail certain aspects of the community on the Village's website. Story maps combine the maps created through MGP with narrative text, images, and other content to highlight aspects of the community. Recently, the Village has developed story maps for the Village's 13 parks and the ongoing and recently completed private development projects. A Village infrastructure story map was previously created and presented to the Board in 2016.

The Village has been a member of the GISC since 2005 where 34 communities work together to create and maintain map information through the use of Geographical Information Systems (GIS). The Village's GIS provides aerial imagery of the community, information regarding parcel lines, utility locations and size and address information. Participation in the GISC has allowed for improvements to the Village GIS functionality including the addition of a zoning layer on the maps, address grids, street intersections, Tax Increment Financing districts, parking restrictions, street sweeping, snow plow routes, tree inventory, and five years of aerial photography. The story maps detailed in this memorandum are a continuation of the improvements to the Village's GIS program that have been made possible through the consortium at no additional cost to the Village.

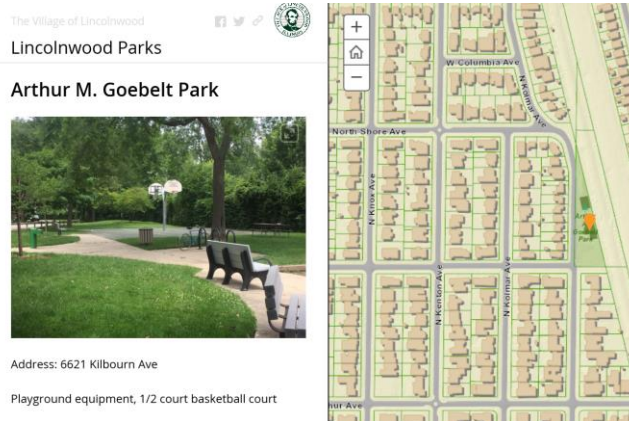
### **Purpose**

To provide an overview and receive feedback regarding story maps that were developed for the Parks and Recreation and Community Development Departments that is available on the Village's website.

### **Parks Story Map**

The story map of the Village's parks provides a picture, background information, available equipment, and location for each park and multi-use trail within the community. The story map is linked to the Village's "Our Parks" page and is available [here](#). The interactive map provides a venue to market the community to current and future residents by highlighting what recreational activities are available to the community. A sample of the Parks story map is available on the next page of this memorandum:

## Arthur M. Goebelt Park



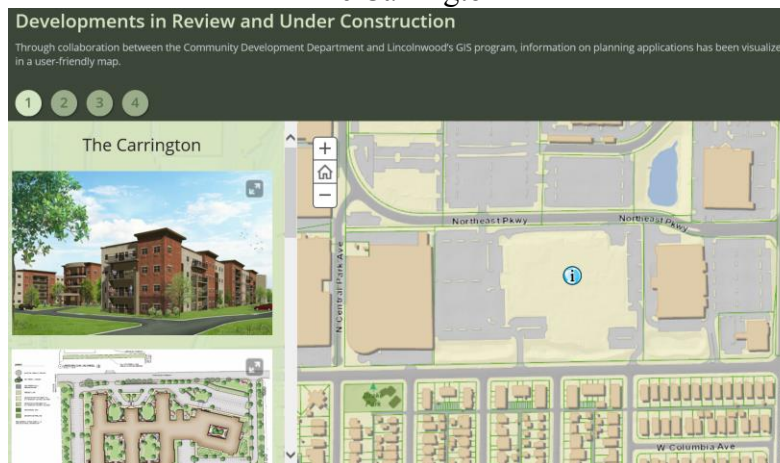
## Developments in Review and Under Construction Story Map

The Developments in Review and Under Construction story map provides a summary for proposed, approved, or recently completed private development projects in the community. The story map provides information to residents and other stakeholders who are interested in learning more about the status of a current project. The information included in this story map is:

- Project information including the name of the project, location, developer, and development status
- Village project manager contact information to answer questions Images of the project and site map
- The proposed use, variations, and approvals needed related to the project

This story map is available [here](#) and is updated periodically by staff to include new projects and status changes for ongoing private developments. A sample of this story map is below:

## The Carrington



## Board Direction Sought

To receive feedback regarding the Parks and Recreation and Community Development Departments story maps.



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## MEMORANDUM

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

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

**DATE:** October 3, 2017

**SUBJECT:** Bus Shelter Advertising Program

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### **Background**

In 2011, the Village began a program of installing new bus shelters at no cost to the Village. The bus shelters were placed on the public right-of-way and were operated by the Illinois Safety & Convenience Corporation (IC&SC) and were placed along routes maintained by Pace and the Chicago Transit Authority (CTA). To date, 10 bus shelters have been placed throughout the Village, including one bus shelter in Centennial Park near McCormick Boulevard and Devon Avenue.

IC&SC has proposed the addition of two shelters in the Village. The proposed locations are: McCormick Boulevard and Touhy Avenue and McCormick Boulevard and Pratt Avenue. The two proposed locations are in the public right-of-way within Centennial Park. Since those locations are in a park, the Park and Recreation Board reviewed the proposed locations at McCormick Boulevard and Pratt Avenue and McCormick Boulevard and Touhy Avenue. The Park and Recreation Board voiced support for the proposed locations provided that there were not concerns about sightlines with the placement of the shelters.

The bus shelters will require the creation of additional cement platforms that are approximately 15 feet by eight feet in size. IC&SC is responsible for maintaining the shelters as part of their agreement with the Village. The bus shelters include areas for advertisement along with benches and a roof. The attached pictures show an example of one of the current bus shelters in the community.

The shelters have the dual purpose of providing an area for residents and commuters in Lincolnwood to wait for a bus along with providing advertising revenue to the Village. The two proposed shelters are estimated to collect \$1,200 annually for the Village in revenue.

**Next Steps**

If the Village Board provides direction to proceed with the additional locations then IC&SC will work with the Illinois Department of Transportation (IDOT) to receive the proper permits to install the bus shelters. After the permits have been received then the Village Board will need to approve a resolution authorizing the installation of bus shelters at the recommended locations. It is anticipated that the IDOT review process will take approximately six months.

**Direction Requested**

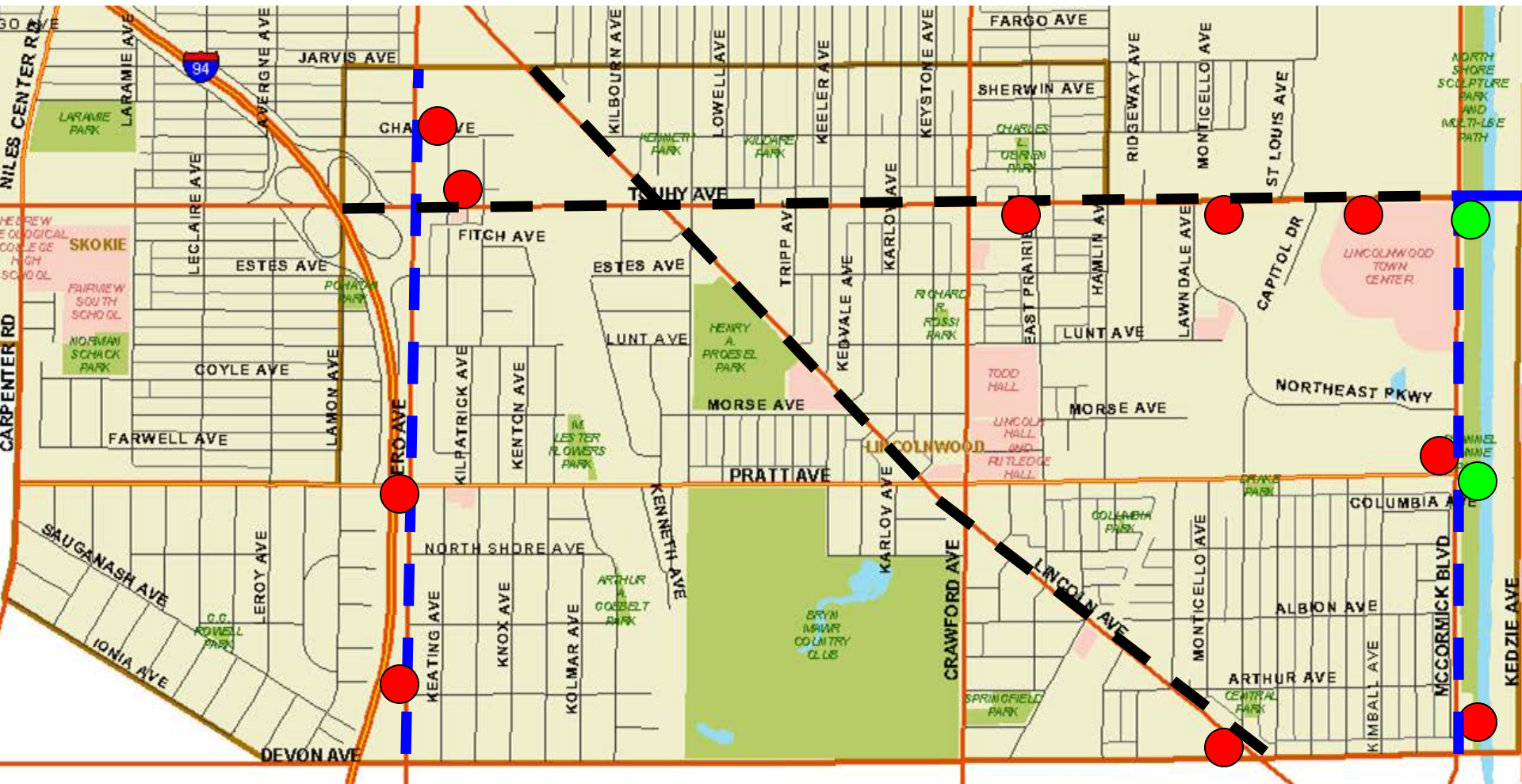
Staff is seeking direction from the Village Board regarding the two proposed bus shelter locations.

**Documents Attached**

1. Shelter Locations and Bus Routes Map
2. Shelter Appearance
3. Minutes from August 8, 2017 Park and Recreation Board Meeting
4. Draft Minutes from September 12, 2017 Park and Recreation Board Meeting



# Shelter Locations and Bus Routes Map



● Proposed Shelter Locations

● Current Shelter Locations

— CTA Bus Routes

— Pace Bus Routes







## A FRESH START SHOULDN'T MEAN **STARTING OVER.**

When you move, it's more than just stuff that gets loaded on the truck.  
Precious memories are cargo that deserves special care.  
Get the facts about moving fraud and move with confidence.



Free tools to help you move with confidence.  
**protectyourmove.gov**

U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

**PROTECT YOUR MOVE**



**Lincolnwood Park and Recreation Board Meeting**  
Lincolnwood Village Hall – Council Chambers  
August 8, 2017

**CALL TO ORDER**

The meeting was called to order at 7:01 P.M.

**PRESENT AT MEETING**

Park Board Members: Laura Tomacic, Grace Diaz Herrera, Victor Shaw, Art Lovering, Reese Gratch, Carol Orah

Parks and Recreation Department Staff: Laura McCarty, Katie Gamroth

Village Board Liaison: Mayor Barry Bass

Village Staff: Charles Meyer, Assistant to the Village Manager

Audience: Ari Kirshner, 6644 N. Drake

**NOMINATION FOR A NEW PARKS AND RECREATION BOARD CHAIR**

**McCarty-** With the resignation of Sarah Hardin from the Park Board we need a nomination for a new Parks and Recreation Board Chair.

On motion Lovering/Tomacic approve Reese Gratch to assume the role as Parks and Recreation Board Chair effective3 at the August 8, 2017 meeting. 6-0, motion passed.

**APPROVAL OF MINUTES**

On motion Diaz Herrera/Tomacic approve the meeting minutes of the June 13, 2017. 6-0, motion passed.

**AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC**

**OLD BUSINESS**

**Board Discussion:**

- Questions if there was any feedback about Lincolnwood Fest
- Asks about the condition of the fields

**McCarty-** Comments on having heard the event went smoothly and staff did not receive any complaints. Notes that the fields are coming along and in good shape.

**NEW BUSINESS**

**A. Design Proposals for the Renovation of Central Park playground**

**McCarty-** Provides background of park replacement program, Central park and replacement of equipment through Move With Us:

- Current equipment at Central Park was installed in 1994
- 2004 the strategic plan was implemented and playground replacement plan started.
- Currently have the opportunity to leverage funding through Move With Us, up to 100% matching funds for organizations who have not purchased a Burke playground in the past three years

**McCarty-** Provides background on Burke

- Burke is high quality equipment with good designs
- Lists off surrounding communities who have Burke playgrounds

**McCarty-** Speaks to the playground replacement process

- No request for proposals were completed for designs due to the grant opportunity
- Last week day camp looked at the designs and provided feedback, approximately 200 kids
- Park designs were brought out to the park on August 8, 2017 from 4-6pm for community input

## Return to COTW Memo

- Park Board will make a motion on the design and then the installation bid will be released
- In September staff will come to the Park Board with a recommendation for installation
- The replacement will take place in November with the removal of the existing playground equipment and install of the new

**McCarty-** Informs board of the two playground options received

- Both for kids ages 2-12 and
- New equipment will fit in the existing footprint
- Five different color schemes
- The shade structures are not included

### **10 minute break to review designs**

**McCarty-** Presents design feedback collected thus far

- Younger camp kids like design #2
- Older camp kids like design #1, it offers more climbing
- Yellow and blue color scheme is the front runner
- Design #1 is the front runner

#### *Additional playground design comments*

- Looks like there is more to do on design #1
- Like to see more swings
- Like to see tunnels
- Like shade structures
- Like pour and play surface

#### *General park comments*

- Known as the blue park
- Several people would like the sandbox to go
- More benches are needed
- Suggestion to replace the sandbox with a splash pad
- Suggestion to turn the park into a toddler only park
- Suggestions to update and improve security around the basketball court. The ball can roll into the alley easily
- Mention that the basketball court brings in non-residents

**Kirshner-** Comments on the park and playground

- Central park is an anchor of this community and very heavily used
- Currently six or seven benches and it is not uncommon to have 20-30 families out on a weekend
- Would like to see additional seating for adults and children incorporated
- Would like the board to consider the safety of the basketball courts and a possible renovation
- Comments that the sandbox is not one of the more heavily used items
- Either of the proposed designs would be fantastic

**McCarty-** Presents overall price breakdown.

#### **Board Discussion:**

- Notes the popular vote was design #1
- Bigger bang for the buck with design #1
- Comments on two schools of thought for colors; bright and flashy or more natural tone
- Additional seating is something that could be within reach
- Reach out to the community with the bench donation program to help with additional expense
- Not opposed to removing the sandbox if that is what the community would like
- Notes that if the less expensive design is chosen there would be additional funding to address the seating requests
- Comments on past issues with the basketball court, and questions if there has been a rise in phone calls to the police recently
- Suggests continuing the barrier that is currently at the basketball court, that will help to visually stop someone

**Gamroth-** Recalls a light going in near the park in the past few years to help reduce late night happenings at the park, and has not heard of a rise in police phone calls recently

#### **Board Discussion:**



## Return to COTW Memo

- Comments on the budget and keeping within it while giving the community what they want
- Questions how many people came out to the park today and the breakdown of design choices
- Alley behind the tennis courts is concerning, people cut straight through and could be a traffic issue
- Notes that could be a Village issue, with traffic and possible opportunities to generate more funding for later changes in this park
- Questions if additional swings could be added

**Gamroth** – 21 people today chose design #1 and 14 chose design #2, with more adult feedback than kids

**McCarty**- Currently we are not able to add an additional if we are to stay within the footprint.

### **Board Discussion:**

- Questions if a design is chosen are adjustments able to be made
- Could an item be removed to use the money for something else
- Questions if we want design #1 and the additional seating, would the board be comfortable with choosing design #2 to stay within budget
- Suggests not committing more funding than what is allocated, and that additional funding can be addressed with the Village Board
- Agrees to go with what design the community liked and add to it at a later date

**McCarty**- We can take design #1 to bid and add seating and basketball resurfacing and fencing as an alternate.

On motion Tomacic/Lovering move to approve design one for Central Park Renovation. 6-0, motion passed

On motion Tomacic/Oraha move to amend approved design one for Central Park Renovation to include color scheme number 5 (blue and yellow). 6-0, motion passed

## **B. Bus Shelter Advertising Program**

**Meyer**- As noted in presentation

**Board Questions**- Location at McCormick and Touhy

**Meyer**- Southeast Corner

**Lovering**- Comments that this right by bike path, and is a dangerous area. This could be a visual obstruction. Questions if the shelter could be on the west side where there is no bike trail and less pedestrian traffic. If it cannot, than it should be recessed on the southeast corner

**Board Questions**- What buses would be utilizing the stop

**Meyer**-Pace 290, and CTA 96,11 and 82

### **Board Discussion:**

- Could the shelter be moved half a block south
- Could it be moved north? Could it stop after the light instead of the right of it?
- For the proposed shelter on Pratt Avenue would that be in the sculpture park?
- Questions if the sign will be lit
- Questions who approves the signage

**Meyer:**

- Comments that the bus at times goes through the mall
- Confirms the shelter would not be lit with signage
- Village Board approval for the signage
- Agrees that the McCormick and Touhy could be an obstruction, if so they would not move forward with placement at that location
- Next steps are the committee of the whole for the Pratt and Keeler locations, if approved the project will take 6-9 months to complete

## **C. Consideration of a Request from M-NASR to hold Trivia Craze Fundraiser at the Community Center on Saturday, January 20, 2018 from 6:00-10:00pm**

**McCarty**- Second year of the event, with no issues recorded from last year's event.

On motion Lovering/Tomacic to approve a request from M-NASR to hold Trivia Craze Fundraiser at the Community Center on Saturday, January 18, 2018 from 6:00-10:00pm 6-0, motion passed

**D. Approval of a Resolution to Close a Portion of the Valley Line Trail between Pratt Ave. and Touhy Ave. on Saturday, October 7 from 9am – 10am for the My First Marathon Program Culmination**

**McCarty-** looking to close valley line trail for My First Marathon. First year of program, looking to close this area from 9-10 am for the culmination of the event.

On motion Orah/Shaw to approve a resolution to close a portion of the Valley Line Trail between Pratt and Touhy Avenues on Saturday, October 7, 2017 from 9:00-10:00am for the My First Marathon Program culmination event.

**CHAIRPERSON'S REPORT –**

**COMMISSIONERS' REPORTS –**

**DIRECTOR'S REPORT –**

**McCarty:**

- Notes we are officially sold out of non-resident pool passes this year. We have sold out at 2,100. Overall we are up 82 pass holders.
- August 14 is the start of post season pool hours, weekend hours will remain the same
- Congratulations to Melissa Rimdzius who is off preparing for her upcoming wedding on Friday
- Friday is the last day of camp, and Last Hurrah is next week
- Lincolnwood Fest was a success with little damage to the fields with a \$25,000 estimated net profit. Financial statements will be provided soon
- School district is holding a solar eclipse event
- Over 10 people registered for Turkey Trot

**STAFF REPORTS**

- A. **SUPERINTENDENT OF RECREATION – GAMROTH**  
As noted in report
- 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 8:07 P.M.

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

Park and Recreation Board President:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **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**

##### **Kardaras:**

- 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 Kardaras 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 vendor BCI Burke

**Board Discussion:**

- Has concerns with going with a vendor 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



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## MEMORANDUM

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

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

**DATE:** October 3, 2017

**SUBJECT:** Broadcasting Additional Public Meetings

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### Background

At the August 15, 2017 Committee of the Whole Meeting, the Village Board directed staff to query the Village's Boards and Commissions on their desire to have their meetings broadcasted. Currently, the Village broadcasts all Village Board, Plan Commission, and Zoning Board of Appeals meetings. The Boards and Commissions below discussed the prospect of broadcasting meetings:

| Board or Commission                   | Support for Broadcasting | Vote |
|---------------------------------------|--------------------------|------|
| Economic Development Commission (EDC) | Yes                      | 4-3  |
| Human Relations Commission (HRC)      | No                       | 0-7  |
| Park and Recreation Board (Parks)     | Yes                      | 4-0  |
| Traffic Commission (Traffic)          | Yes                      | 4-0  |

Due to the nature and infrequency of meetings, the Board of Fire and Police Commissioners, Police Pension Board, and Telecommunications Committee were not included in this process.

In voting on the broadcasting of meetings, the following items were voiced as concerns by Commissioners:

- Developers not being as open in EDC meetings in discussing aspects of their plans with the Village.
- May negatively affect the openness of conversations and create awkward situations during HRC meetings where the Commissioners have to discuss the merits of different individuals for an award.

In reviewing the activities of other communities, it was found that most communities rarely broadcast Boards and Commissions other than the Village Board along with Zoning Board of Appeals and Plan Commissions.

| <b>Communities</b> | <b>Village Board</b> | <b>Zoning Board of Appeals</b> | <b>Plan Commission</b> | <b>Traffic</b> | <b>EDC</b> | <b>HRC</b> | <b>Parks</b> |
|--------------------|----------------------|--------------------------------|------------------------|----------------|------------|------------|--------------|
| Barrington         | Yes                  |                                |                        |                |            |            |              |
| Bensenville        | Yes                  |                                |                        |                |            |            |              |
| Deerfield          | Yes                  |                                |                        |                |            |            |              |
| Evanston           | Yes                  | Yes                            | Yes                    |                |            | Yes        |              |
| Glencoe            | Yes                  | Yes                            |                        |                |            |            |              |
| Hinsdale           | Yes                  | Yes                            | Yes                    | Yes            | Yes        |            | Yes          |
| Lake Forest        | Yes                  |                                | Yes                    |                |            |            |              |
| Libertyville       | Yes                  |                                |                        |                |            |            |              |
| Lincolnshire       | Yes                  | Yes                            |                        |                |            |            |              |
| <b>Lincolnwood</b> | <b>Yes</b>           | <b>Yes</b>                     | <b>Yes</b>             |                |            |            |              |
| Morton Grove       | Yes                  |                                |                        |                |            |            |              |
| Niles              | Yes                  |                                |                        |                |            |            |              |
| Park Ridge         | Yes                  |                                | Yes                    |                |            |            |              |
| Skokie             | Yes                  | Yes                            | Yes                    |                |            |            |              |
| Vernon Hills       | Yes                  |                                |                        |                |            |            |              |
| Wilmette           | Yes                  | Yes                            | Yes                    |                |            |            |              |
| Winnetka           | Yes                  |                                |                        |                |            |            |              |

### Financial Impact

If the Village were to broadcast the three groups that voted in favor of this inquiry, it is anticipated that it would be an additional annual expenditure of approximately \$2,000 related to personnel. In FY 2017 / 18 the Village has budgeted \$2,150 for personnel expenses, which includes 110 hours spent on broadcasting and uploading videos.

| <b>Commission</b>               | <b>Meetings Per Year</b> | <b>Hours Per Meeting</b> | <b>Total Personnel Cost</b> |
|---------------------------------|--------------------------|--------------------------|-----------------------------|
| Economic Development Commission | 12                       | 3                        | \$710.20                    |
| Parks and Recreation            | 11                       | 3                        | \$651.02                    |
| Traffic Commission              | 11                       | 3                        | \$651.02                    |
| <b>Total</b>                    |                          |                          | <b>\$2,012.24</b>           |

The incumbent Video Operator would likely be able to accommodate night meetings, but meetings that occur during the day such as the Economic Development Commission will require the hiring of new personnel, which may pose a challenge to find someone to broadcast the monthly morning meetings.

### Requested Action

Staff is seeking direction regarding the broadcasting of additional meetings.



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
7:30 P.M., OCTOBER 3, 2017**

**AGENDA**

**I. Call to Order**

**II. Pledge to the Flag**

**III. Roll Call**

**IV. Approval of Minutes**

1. Village Board Minutes-August 15, 2017
2. Village Board Minutes-September 5, 2017

**V. Warrant Approval**

**VI. Village President's Report**

1. Recognition of Lieutenant Schenita Stewart Regarding a Homicide Investigation
2. Recognition of Sergeant Justin Lauria Award from Mothers Against Drunk Drivers (MADD)
3. Lincolnwood in Bloom Contest Winner

**VII. 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 the Following: A) an Ordinance Amending Sections 12-6-6-6 and 12-6-9 of the Village Code Regarding the Village's Fee-in-Lieu of Stormwater Detention Regulations and B) a Resolution Amending the Annual Fee Resolution Regarding the Fee-in-Lieu of Stormwater Detention (Appears on Consent Agenda Because it was Discussed at a Previous Committee of the Whole)
2. Approval of a Recommendation by the Parks and Recreation Board to Adopt 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 \$53,640.50 (Appears on Consent Agenda Because it was Approved Unanimously by a Recommending Body)
3. Approval of a Recommendation by the Parks and Recreation Board to Approve an Ordinance Authorizing the Donation of Playground Equipment Owned by the Village (Appears on Consent Agenda Because it was Approved Unanimously by a Recommending Body)
4. Approval of a Recommendation by the Parks and Recreation Board to Adopt 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 \$39,700 to Hacienda Landscaping Inc. of Plainfield, Illinois (Appears on Consent Agenda Because it was Approved Unanimously by a Recommending Body)

**VIII. Regular Business**

5. Consideration of a Recommendation from the Traffic Commission to Deny an Application for Designated Parkway Parking on Chase Avenue
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

**IX. Manager's Report**

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

**XI. Village Clerk's Report**

**XII. Trustee Report**

**XIII. Public Forum**

**XIV. Closed Session**

*A Closed Session is Requested to Discuss Purchase or Lease of Property Per Section 2(c)(5)*

**XV. Adjournment**

DATE POSTED: September 29, 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.

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
AUGUST 15, 2017**

**DRAFT**

**Call to Order**

President Bass called the regular meeting of the Lincolnwood Board of Trustees to order at 7:30 PM, Tuesday, August 15, 2017, in the Council Chambers of the Municipal Complex at 6900 N. 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.

**Roll Call**

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

PRESENT: President Bass, Trustees Sugarman, Spino, Hlepas Nickel, Ikezoe-Halevi, Patel

ABSENT: Trustee Cope

A quorum was present. Also present: Timothy Wiberg, Village Manager; Ashley Engelmann, Assistant Village Manager; Heather McFarland, Management Analyst; Steven Elrod, Village Attorney; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Director of Community Development; Andrew Letson, Public Works Director; Nadim Badran, Assistant to the Public Works Director; Doug Hammel, Community Development Manager.

**Approval of Minutes**

The minutes from the July 18, 2017 Village Board meeting were distributed and examined in advance.

Trustee Hlepas Nickel moved to approve the minutes, seconded by Trustee Ikezoe-Halevi.

The minutes were approved by Voice Vote.

**Warrant Approval**

President Bass presented the warrants for approval in the amount of \$1,402,398.55. Trustee Hlepas Nickel moved to approve, seconded by Trustee Spino.

Upon Roll Call the results were:

AYES: Trustees Patel, Ikezoe-Halevi, Hlepas Nickel, Spino, Sugarman

NAYS: None

The motion passed.

**Village President's Report**

1. Appointment of Amina Elmahdy to the Human Relations Commission

Appointment of Rivak Albazi to the Economic Development Commission

Appointment of Maria Leberis to the Park and Recreation Board

Trustee Hlepas Nickel moved to approve the appointments, seconded by Trustee Patel.

The motion passed with a Voice Vote.

2. American Heart Association – Art Miller, an RN and a paramedic, is the Resuscitation Director of Midwest Affiliates for the American Heart Association and Mission Lifeline activities. Art will be presenting the Lincolnwood Fire Department with the 2017 award that recognizes excellence in patient care of suspected STEMI, Stroke and Cardiac Arrest patients. Only 21 or 2% of Illinois Fire Departments met the criteria for such an award. Chief Hansen accepted the award.

3. As families begin to prepare for the coming school year, I am happy to reflect on another wonderful summer season in Lincolnwood. Our pool, parks and trails were populated by residents of all ages. Although the weather was a challenge, Lincolnwood Fest was a huge success as was the summer series of “Concerts in the Park”. A new Lincolnwood Lions Club has been formed and I wish them great success in their humanitarian efforts.

The following economic and aesthetic upgrades are in full swing:

\*Stefani’s Restaurant, 6755 North Cicero, construction is underway with a target date to open by the end of 2017.

\*The Carrington, 3401/3501 Northeast Parkway, construction is progressing ahead of schedule and a grand opening is being planned

\*A parking lot project, the new Union Pacific Lot, in the northeast industrial district will open on September 15

\*The Lincoln Avenue Median Beautification Project is nearing completion and will greatly enhance one of our major thoroughfares

\*Modifications are being made to the driveways at the Lowes property, 3601 W. Touhy, and will improve traffic to the connector road

\*The mayor is currently working with transit leaders including Alderwoman Laurino, Alderman Napolitano and Alderwoman Silverstein to propose the expansion of the Chicago Transit Authority’s 155 Devon Avenue bus route from Kedzie Avenue to the Edgebrook Metra Station, to provide service to underserved populations while improving connectivity to current and emerging transit generators

\*The Village has been awarded a grant from the Cook County Department of Transportation in the amount of \$175,000 toward preliminary engineering improvements to the intersection of Touhy and Cicero. The project will include widening both Touhy and Cicero as well as installing an additional traffic signal and ADA improvements. The improvements will help with traffic congestion on the east bound exit from northbound Eden’s Expressway.

\*Safety has been a top priority and the Village has received a grant in the amount of \$6,268.90 from the Metropolitan Mayor’s Caucus to purchase two bicycles for patrolling the Village’s trails.

\*The Village Board is exploring budgetary options to restore our Police Department lobby to 24/7 staffing: to date, an additional two hours has been added Monday – Friday. The installation of a panic button and automatic external defibrillator (AED) will be placed inside of the Police Department vestibule. The panic button will allow a person in need to lock themselves in the vestibule for safe-haven, in the event of an emergency outside of normal business hours. The Village’s match for the project is 50% of the total estimated project cost.

\*Police visibility through the community has also been increased and an advisory group on public safety, comprised of people with backgrounds in security, has been assembled. It is the goal of the mayor to improve safety and to reduce crime through a variety of means. Last Thursday night we were honored to have First Deputy Superintendent of the Chicago Police Department and current chief of Northeastern Illinois University, John Escalante. He spoke on the importance of police visibility as a deterrent of crime. Many Lincolnwood Police Officers were in attendance as well as Chief LaMantia.

\*The mayor has created a communications group for recommendations to update the branding and image of our Village, coordinating with School Districts 74 and 219 and the Lincolnwood Library.

The goal of this effort is to attract new families and businesses to Lincolnwood. This effort is in full throttle.

### **Consent Agenda**

- 1. Approval of a Resolution Consenting to the Re-Appointment of David G. Eterno and Susan Davis Brunner as Administrative Hearing Officers**
- 2. Approval of a Resolution Approving a Memorandum of Agreement Between the Village and the Illinois Fraternal Order of Police Labor Council Police Officers to Amend their Existing Collective Bargaining Agreement**
- 3. Approval of a Recommendation by the Park and Recreation Board to Adopt an Ordinance Waiving Enforcement of Section 10-2-36(A) of the Village Code for the Sale of Beer and Wine at the Community Center on Saturday, January 20, 2018 from 6-10 P.M. for Maine-Niles Association of Special Recreation Trivia Night**
- 4. Approval of a Recommendation by the Park and Recreation Board to Adopt a Resolution to Close a Portion of the Valley Line Trail on Saturday, October 7, 2017 Between the Hours of 9 A.M. to 10 A.M. for the My First Marathon Program Culmination Event**
- 5. Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance to Amend Chapter 7, Article 2, Section 12 of the Village Code Pertaining to Restricting Parking on the 3700 Block of Pratt Avenue from a Point 329 Feet East of the East Curb Line of Hamlin Avenue to a Point 359 Feet East of the East Curb Line of Hamlin Avenue**
- 6. Approval of an Ordinance Waiving Enforcement of Section 14-14-10 of the Municipal Code to Allow the Illinois Department of Transportation to Perform Overnight Work on Weekdays between the Hours of 9:00 p.m. and 5:00 a.m. for the Purpose of Resurfacing Touhy Avenue West of Cicero Avenue**
- 7. Approval of a Resolution Authorizing the Purchase of One 2017 Ford Police Utility Interceptor Vehicle from Currie Motors, 9423 W. Lincoln Hwy, Frankfort, IL in the Amount of \$29,266.00**
- 8. Approval of an Ordinance in Case #PC-09-17 and Case #PC-11-17 Regarding a Text Amendment to the M-B Retail Overlay Zone District and Map Amendment to Certain M-B Zoned Properties to Establish a Retail Overlay Zone for Specific Properties Between Devon Avenue and Lincoln Avenue**

Trustee Hlepas Nickel questioned the issue of carbon monoxide with the Interceptor. Chief LaMantia responded that testers are in each car and thus the danger is eliminated.

Trustee Hlepas Nickel moved to approve the Consent Agenda as presented. The motion was seconded by Trustee Ikezoe-Halevi.



Upon Roll Call the results were:

AYES: Trustees Hlepas Nickel, Ikezoe-Halevi, Spino, Cope, Patel, Sugarman

NAYS: None

The motion passed.

### **Regular Business**

#### **9. Consideration of an Ordinance in Case #PC-12-17 to Amend Previously-Approved Zoning Relief and Approve Variations from the Zoning Code to Permit a Wood Fence and Evergreen Trees to Satisfy the Requirements for Landscape Setback and Screening Between Commercial and Residential Zoning Districts at 6755 North Cicero Avenue**

This item was presented by Mr. McNellis using PowerPoint.

##### Background

Subject Property:

\*B2 General Business District

\*Lot = 31,817 Square Feet

\*Abuts single-family residential along east an multi-family (Townhouses) along south property line

\*Zoning Relief approved at May2, 2017 VB Meeting

\*Approval required 8' tall masonry wall to satisfy required Landscape Setback Screen

Photos and renderings were exhibited.

##### Requested Variations

###### 1. Variation for 8' Tall Wood Fence

\*Zoning Code Section 6.16(1)(f) – An eight-foot high masonry wall within a five foot landscape setback area may be utilized as an alternative to meeting the minimum ten-foot width requirement.

*Variation Request* – An eight foot high wood fence within a five foot landscape setback area (for the entire eastern property line from the southeast corner of the property to a point even with the front façade of the house at 4741 Pratt Avenue)

\*Village typically prefers maintenance free wall

\*Petitioner note potential impacts to existing landscaping

###### 2. Variation for Landscape Setback Width/Density:

\*Zoning Code Section 6.16(1) & 6.16(1)(a) – A minimum ten-foot landscaped setback and screening area.....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  
*Variation Request*- A five-foot wide landscape setback area and a single row of densely planted landscaping for an approximate 36' long part of the east property line

\*If 5' wide screening area acceptable, it would be impossible to plant a double row of evergreens

##### Plan Commission Deliberations

\*Public Hearing held on August 2, 2017

\*Consideration of two Variation Requests

- Petitioner noted discussions with four impacted properties, who were not supportive of the wall or found current proposal more acceptable
- Petitioner also noted impact the approved wall foundation would have on existing vegetation on Resident's property

- Two off four Residents at Public Hearing affirmed their position. One other stated support via email
- To address rodent concerns, Petitioner will provide separate enclosure in service yard

\*Consideration of two Variation Requests:

- PC members split on the necessity for a masonry wall
- Some Commissioners concerned about long-term maintenance of a fence and inability to stop rodents from trash enclosure
- Other Commissioners would rather defer to the concept the impacted neighbors support
- Same Commissioners also noted the fence will not be seen behind existing and proposed evergreens on either side, after a few year's growth

#### PC Recommendation

\*By 4 – 3 Vote Recommends Approval of:

1. Variation to allow an 8' tall wood fence, in place of the approved 8' tall masonry wall
2. Variation to allow a landscaped setback and screening area 5' wide, with a single row off 6' tall Arborvitae trees

No conditions were requested as part of Approval

\*Dissenting votes by Chairman Yohanna, Commissioners Kohn and Auerbach for concerns regarding long-term maintenance of wood fence material. Chairman Yohanna favored composite fence material and Commissioner Auerbach had concerns about rodents accessing resident properties more easily with a wood fence

An alternate proposal was presented. Revise fence material to a stone look vinyl fence.

#### Requested Action

Board Consideration of:

1. Variation – to allow an eight foot (8') tall wood fence (or alternate) in place of an eight foot(8') tall masonry wall as an alternative to meeting the minimum ten foot (10') wide landscape setback and screening area between commercial and residential zoning districts (Village Code Chapter 15, Section 6.16(1)(f); and
2. Variation – to allow a landscape setback and screening area , that is 5' in width to contain a single row of densely planted landscaping , rather than the required 10 foot (10') wide double row for the northernmost 36' of the east property line (Village Code Chapter 15, Section 6.16(1) &6.16(1)(a)

Trustee Patel moved to approve the Ordinance, seconded by Trustee Sugarman.

Upon Roll Call the Results were:

AYES: Trustees Sugarman, Spino, Hlepas Nickel, Ikezoe-Halevi, Patel

NAYS: None

The motion passed

### **10. Consideration of a Resolution Adopting a Conceptual Site Plan to Facilitate Redevelopment of the Former Purple Hotel Site**

This item was presented by Mr. McNellis using PowerPoint.

### Background

- \*8.4 acre site of former Purple Hotel purchased by North Capital Group in 2012
- \*Despite Village Board support of Pre-Development Plan, North Capital Group was unable to secure tenants and financing
- \*Property subsequently went into foreclosure in early 2016
- \*Village pursued remedy of the property maintenance and code violations, including removal of building foundation, in Court and prevailed with Court's decision to authorize foundation removal on site restoration
- \*January 2017, Steering Committee convened to work with Planning Consultants, the Lakota Group, to design a Conceptual Site Plan for redevelopment
- \*Steering Committee – Village Trustees Patel and Spino, EDC Chair Persino, PC Chair Yohanna and Village Staff
- \*Goals of Conceptual Plan –
  - Identify Potential Land Uses through Consultant/Village market knowledge and local area analysis
  - Consider intensity and density of uses
  - Address scale of buildings
  - Address site circulation; vehicular and pedestrian
  - Consider provision of public space

### Market Demand

- \*Lakota Group confirmed viability of a mixed-use development, due to location and access to major arterial roadways (Touhy = 40,000+ cars/day), as well as housing demand
- \*Non-descript, low rise commercial development would represent a lost opportunity
- \*Existing larger commercial power centers on Touhy and relatively small size of site suggests restaurants, non-chain commercial and possibly entertainment would be most attainable

### Market Demand – Uses

- \*Restaurants – table service has strong local market
- \*Entertainment – movie theaters, bowling alleys, hands-on activity represent a demand not met in the area
- \*Residential – (likely millennials or empty nesters) – lack of supply is a missed opportunity
- \*Hotel Uses – desirable due to unmet demand in area, close proximity to O'Hare, Chicago Loop and visits to area residents
- \*Banquet space – numerous social and religious events in the area make banquet space sought-after

### Design Plan

- \*Lakota Group and Steering Committee tasked with preparing a Preferred Conceptual Site Plan
- \*Plan proposals result of Steering Committee and Lakota collaboration, not related to any past or current developers or plans
- \*Two alternatives prepared: 9.59 acre base site and 10.65 acre expanded site

Renderings of proposed area were exhibited as well as photos of possible concepts.

The following areas were addressed:

- Building height as a focal point
- “Traffic Generator” Buildings

- Integrated Central Parking Structure
- Substantial Hotel and Banquet Facility
- Signalized Access on Touhy Avenue
- Community Open Space

\*Next Steps

- Remove the existing parking lot asphalt and building foundations, in order to prepare the site for Redevelopment

Attorney Elrod stated that Court Order allows the Village to go on to property. Foundation structure is not in compliance. Does the Board wish for Staff to go ahead and do work to remove the foundation? Consensus was "Yes".

Mr. Wiberg stated that Staff will look into removal.

Trustee Hlepas Nickel moved to approve the Resolution, seconded by Trustee Spino.

Upon Roll Call the Results were:

AYES: Trustees Hlepas Nickel, Spino, Sugarman, Ikezoe-Halevi, Patel

NAYS: None

The motion passed

**11. Consideration of a Resolution Approving the Purchase of an Ambulance to Fire Service, Inc. of St. John, Indiana in the Amount of \$243,620 and Authorize the Village Manager to Execute the Contract**

This item was presented by Fire Chief Hansen using PowerPoint.

Replacement Ambulance

- \*Oldest Ambulance in Fleet (2004)
- \*41,154 Miles
- \*6,201 Engine Hours
- \*In-House Remount of 1994 Ambulance Box on 2004 New Chassis
- \*Potential Large Expense for Repairs

Replacement Ambulance

- \*Included in the Approved FY 2017-2018 Budget
- \*Staff Developed Request for Proposal
- \*Proposal Sent to Six Ambulance Manufacturers
- \*Three Vendors Returned Five Bids
- \*Bids were Reviewed and Compared

Bids were Reviewed, Following were Bid Comparisons:

- \*2016 Road Rescue from FSII (Demo Unit)
  - # Bid was \$222,010 but didn't include \$41,499.80 in additional safety equipment (\$263,509.80)
  - # 2016 chassis
- \*2017 McCoy Miller from Alexis (\$236,670.00)

#Alexis Demo Unit had significant workmanship issues including incomplete welds and misaligned exterior doors

#120-150 days build time

\*2017 Wheeled Coach from FSI (\$243,620.00)

#Met or exceeded build specifications

#45-65 days of build time

#Exact duplicate of existing ambulance cabinetry

#### Recommendation

Based on Fire Service Specification that Met or Exceeded our Bid specifications, Staff is Recommending the Purchase of the 2017 Ambulance from Fire Service Incorporated, in the amount of \$244,620.00

#### Recommended Motion

Move to Approve the Resolution Awarding the Purchase of an Ambulance from Fire Service, Inc, in the Amount of \$243,620 and Authorize the Village Manager to Execute the Contract

Attorney Elrod stated that a revised Resolution is available for approval.

Trustee Patel moved to approve the Resolution, seconded by Trustee Sugarman.

Upon Roll Call the Results were:

AYES: Trustees Patel, Ikezoe-Halevi, Hlepas Nickel, Spino, Sugarman

NAYS: None

The motion passed.

#### **Manager's Report**

None

#### **Board and Commissions Report**

None

#### **Village Clerk's Report**

None

#### **Trustees Reports**

None

#### **Public Forum**

Resident Rebecca Lafer, 3700 West Northshore addressed the Board regarding a change in the Village's tree removal and replacement program. She also presented a letter clarifying her points.

**Adjournment To Closed Session**

At 8:55P.M. Mayor Bass requested a motion to adjourn the Village Board meeting to Closed Session for the purpose of discussing purchase or lease of real property per Section 2(c)(5) and employment matters per Section 2 (c)(1).

Trustee Hlepas Nickel moved to adjourn to Closed Session, seconded by Trustee Spino.

Upon Roll Call the Results were:

AYES: Trustees Sugarman, Spino, Hlepas Nickel, Ikezoe-Halevi, Patel

NAYS: None

The motion passed.

**Reconvention**

At 10:46 P.M. President Bass reconvened the Village Board meeting.

**Adjournment**

At 10:47P.M. Trustee Iekzoe-Halevi moved to adjourn the meeting, seconded by Trustee Sugarman.

The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman  
Village Clerk

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
SEPTEMBER 5, 2017**

**DRAFT**

**Call to Order**

President Bass called the regular meeting of the Lincolnwood Board of Trustees to order at 7:30 PM, Tuesday, September 5, 2017, in the Council Chambers of the Municipal Complex at 6900 N. 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.

**Roll Call**

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

PRESENT: President Bass, Trustees Sugarman, Spino, Hlepas Nickel, Ikezoe-Halaevi, Cope, Patel

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager; Ashley Engelmann, Assistant Village Manager; Heather McFarland, Management Analyst; Steven Elrod, Village Attorney; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Director of Community Development; Andrew Letson, Public Works Director; Nadim Badran, Assistant to the Public Works Director; Doug Hammel, Community Development Manager.

**Warrant Approval**

President Bass presented the warrants for approval in the amount of \$741,165.85. Trustee Sugarman moved to approve, seconded by Trustee Cope.

Upon a Roll Call the results were:

AYES: Trustees Patel, Sugarman, Cope, Spino, Ikezoe-Halevi, Hlepas Nickel

NAYS: None

The motion passed.

**Village President's Report**

**1. Appointment of John Ernst to the Traffic Commission**

**2. Appointment of Rizwan Hussain to the Zoning Board of Appeals**

Trustee Hlepas Nickel moved to approve the two appointments, seconded by Trustee Ikezoe-Halevi.

The motion passed with a Voice Vote.

**3. Swearing in of Police Officers Robert Labuz and Dominic Massa**

Police Chief LaMantia spoke of the backgrounds of these new officers and Clerk Herman swore them in.

#### **4. 9-11 Ceremony**

On Monday, September 11, 2017, the Village and School District 74 will hold their annual memorial event for the victims of September 11<sup>th</sup>. Please join us at 8:30AM in the Village's Promenade as we honor those who gave their lives on that day

#### **5. Ribbon Cutting Ceremony at UP Bike Path**

The Village is nearing completion of a new parking lot on the former Union Pacific right-of-way between Morse and Lunt Avenues. Users of the bike path, as well as employees and visitors of the neighboring businesses will benefit from the additional 116 parking spaces provided by the new lot. To celebrate the completion of the project, we will be hosting a ribbon cutting event on Friday, September 15<sup>th</sup> at 11 AM. Refreshments are provided and all are welcome to attend. We hope you will join us in celebrating the hard work that went into making this project a success.

#### **6. Reminder that school is now in session**

Please be careful driving through the school zones and past the bike trails.

#### **7. Trustee Ronald Cope**

Two weeks ago, Trustee Ronald Cope received an award in New York from the American Bar Association. Presenting the award was Ellen F. Rosenblum, Attorney General of Oregon and the Section Chair of the State and Local Government. Ron's Zoning and Land Use Handbook, is a best seller for the ABA. Congratulations Ron!

#### **8. Passing of Irv Fishman**

Irv Fishman passed away at the age of 86. He was the beloved husband of Beverly and the loving father of Ira (Sheryl) Fishman, Susan Fishman and Steve (Laurie) Fishman and grandfather of five, Allie, Mark, Leigh, Jason and Rachel, Brother of Lila Gardner.

Irv was the founder and first president of Kol Emeth Congregation in Skokie, Past President of the Fairview School Board, managing partner of McDermott, Will and Emery, Past President of the Jewish Vocational Services, Board Member and Consultant of the Glenview State Bank, Bryn Mawr Country Club Board Member, member of the Lincolnwood Sign Appearance Review Board and then was later appointed to the Lincolnwood Plan Commission in 2013 and served until January of this year.

#### **9. Herb Theisen Resignation**

Herb has been a lifelong resident of the Village and very giving of his time. Herb was appointed to the Plan Commission Zoning Board of Appeals (PC/ZBA) on June 3, 1986 by Mayor Frank Chulay. The PC/ZBA was split into two commissions in 2007. Herb was appointed in 2007 to serve on the Zoning Board of Appeals. In January 2014, Herb was appointed to be chairperson of the ZBA. After 31 years of service, Herb Theisen is stepping down from the ZBA. The Mayor and the rest of the Board and the Village are very grateful to Herb for all of his years of tireless service.



## **10. Secretary of State Jessie White Visit**

A special thank you to Secretary of State, Jesse White! Last Tuesday President Bass met with Secretary of State White about the future of Lincolnwood and how we can work together to enhance our library and other essential services in the Village. Secretary White's dynamism pervades every project that he gets behind, including MAAD, the driver's license organ donor program, voters registration via driver's license, municipal libraries, and of course his namesake tumblers. Thank you again, Secretary White, for taking time to meet with the Mayor and many members of the Village and Library staff. Everyone very much appreciated the opportunity to meet with you and to witness your dynamism first hand.

### **Consent Agenda**

- 1. Approval of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance Regarding Case #ZB-09-17 to Permit a Special Fence Along the Edens Expressway at 6489 North Longmeadow Avenue**
- 2. Approval of a Recommendation by the Zoning Board of Appeals Regarding Case #ZB-10-17 Permitting a Variation from the Zoning Code to Allow a Six-foot-Tall Semi-Private Wood Fence in the Side Yard at 6638 North Ramona Avenue**
- 3. Approval of an Ordinance Waiving the Competitive Bidding Process and Approving an Agreement with Christopher B. Burke Engineering, Ltd. in the Amount of \$103,000 for the Completion of a Water Transmission Main Route Study**
- 4. Approval of an Ordinance Amending Section 7-2-24 of the Village Code Regarding Parking of Commercial Vehicles**

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

Upon Roll Call the Results were:

AYES: Trustees Hlepas Nickel, Ikezoe-Halevi, Spino, Cope, Sugarman, Patel

NAYS: None

The motion passed.

### **Regular Business**

- 5. Consideration of a Recommendation by the Plan Commission 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**

The petitioner requested that this item be continued.

Trustee Patel moved to Table this item to a future meeting, second by Trustee Cope.

The motion passed with a Voice Vote.

**6. Consideration of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance in Case #ZB-08-17 to Permit the Increase in Permitted Building Coverage from 1,619-Square Feet to 1,664-Square Feet to Allow the Construction of a New Two-Car Garage at 6641 North Trumbull Avenue**

This item was presented by Mr. Hammel using PowerPoint.

Building Coverage Variation

Building Coverage in Excess of Permitted 35%

Existing Property

- \*Zoning: R3 Residential
  - \*1-Car Garage loaded from the rear alley
  - \*Lot area: 4,077 sf
  - \*Typical Permitted Bldg. Coverage: 1,427 sf (35%)
  - \*Permitted Bldg. Coverage based on 2009 Variation: 1,619 sf (39%)
  - \*Existing Bldg. Coverage: 1,567 sf (38.6%) – Primary Home – Existing 1-car garage
- A rendering of the proposed improvement was exhibited.

Requested Relief

| Existing 1-car<br>Garage                  | Proposed 2-car<br>Garage                     |
|-------------------------------------------|----------------------------------------------|
| Total Building Coverage: 1,567sf (38.6%)  | Total Building Coverage: 1,664sf (40.8%)     |
| Permitted Bldg. Coverage: 1,619sf (39.7%) | Required Variation from 2009 Allowance: 45sf |

Considerations

- \*Minimal impact on neighboring properties
  - \*Proposed improvement does not impact existing trees
  - \*Proposed improvement would be compliant with all other code requirements, including lot coverage
- \*ZBA has previously stated that they consider a 2-car garage a base standard.

No public comment was received prior to this hearing.

ZBA 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 Action

Approval of an Ordinance with a Variation to allow a total permitted building coverage of 1,664 sf (40.8%)

Two residents spoke against this proposal:  
German Bedoya and Shelley Solis

Discussion ensued. Mr. Hammel stated that this is a recurring issue in this area.

Trustee Cope opined that the Board should just focus on this one item and approve.

Trustee Cope moved to approve the Ordinance, seconded by Trustee Spino.

Upon Roll Call the Results were:

AYES: Trustees Cope, Spino, Patel, Sugarman, Ikezoe-Halevi, Hlepas-Nickel

NAYS: None

The motion passed

**7. Consideration of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance Regarding Zoning Board of Appeals Case #ZB-07-17 Granting Variations Related to the Required Setback from the Front Façade and the Minimum Percent Openness of the Fences Located Parallel to and Along the Side Lot Lines at 6850 North Lowell Avenue**

This item was presented by Mr. Hammel using PowerPoint.

Fence Variation

Front Façade Setback and Solid Fence

Recent Improvement

- \*Permit issued in 2015
- \*Included fence improvements along the side and front of the house
- \*Inspected in 2016
- \*Inspected in 2016
- \*Failed inspection due to setback and “non-open” design
- \*Inspected in 2016
- \*Failed inspection due to setback and “non-open” design

Petitioner Considerations

- \*Trash Bin Storage
  - Concrete stoop inhibits relocation of trash bins
  - Fence relocation could inhibit maneuverability
- \*External Utilities
  - Electrical conduit in south side yard
  - Water meter in north side yard

Public Comment

- \*Letter of support from Reese Gratch (6825 North Lowell Avenue)
- \*Letter of support from Joel Gratch (6825 North Lowell Avenue)
- \*Letter of support from Leah Brennan (6834 North Lowell Avenue)

ZBA Discussion

- \*ZBA Hearing opened on June 21, continued to August 16, 2017
  - Concerns regarding contractors doing non-compliant work then seeking variations
  - Discussion related to the location of utilities and stoop and how they may inhibit compliance

- Discussion about other work that would have to be done if full compliance is required.

\*ZBA Decision:

- Agreed that full compliance would require excessive work to be done
- Approved the modified request by a 3 – 1 Vote
  - +Variation from the front façade setback requirement
  - +Variation for the present openness for fences running along the side lot line
  - +Fences parallel to front façade must be modified to meet 50% open requirement

Requested Action

Approval of an Ordinance with Variations to allow an existing fence to remain in place that is:

\*Constructed less than 3’ from the front façade of the primary structure; and

^Not consistent with the definition of an “open fence’ along the side lot lines

A question was asked of Mr. Hammel regarding the frequency of these requests after the work was done. He stated that this is not common, as there are inspections during the work. In this case this was done before the inspection could be done, thus the Village is looking at the item again.

Trustee Patel moved to approve the Resolution, seconded by Trustee Sugarman.

Upon Roll Call the Results were:

AYES: Trustees Patel, Sugarman, Spino, Cope, Hlepas-Nickel, Ikezoe-Halevi

NAYS: None

The motion passed.

**8. Consideration of an Ordinance Amending Chapter 4 of the Village Code Regarding the Appointment of Village Officials and Employees**

This item was presented by Attorney Elrod who provided background and information regarding the various forms of government.

The actual form of government cannot be changed without a referendum.

The proposed Ordinance can be undone by a subsequent Ordinance.

Attorney Elrod went over each category of responsibility and indicated where change would occur.

Trustee Hlepas Nickel moved to approve this Ordinance with an amendment regarding the approval of the Board for the president’s decisions. Trustee Cope seconded.

The following residents addressed the Board:

Cliff Berman, Lynn Fienberg, Judy Abelson, Georgia Talaganis, Scott Weil, Leah Brennan, Jim Persino, Mark Yohanna, James Kuchinski, Charles Halevi, Craig Klatzco, Pam Lefkowitz, Susan Ginsburg, Laurie Mucha, Mike Joner, Gerald Turry, Caren Ex.

A discussion amongst the Trustees took place, with varying opinions expressed regarding this item.

The motion from Trustee Hlepas Nickel and the second from Trustee Cope remain on the floor.

Upon Roll Call the Results were:

AYES: Trustees Cope, Hlepas Nickel, Sugarman

NAYS: Trustees Spino, Ikezoe-Halevi, Patel

As the vote was a tie, President Bass broke the tie with an Aye vote.

The motion passed

**Manager's Report**

None

**Board and Commissions Report**

None

**Village Clerk's Report**

None

**Trustees Reports**

None

**Public Forum**

Resident Donald Gelfund addressed the Board regarding his removal from the Traffic Commission.

**Adjournment To Closed Session**

At 9:40 P.M. Mayor Bass requested a motion to adjourn the Village Board meeting to Closed Session for the purpose of discussing purchase or lease of real property per Section 2(c)(5) and employment matters per Section 2 (c)(1).

Trustee Sugarman moved to adjourn to Closed Session, seconded by Trustee Spino.

Upon Roll Call the Results were:

AYES: Trustees Sugarman, Spino, Hlepas Nickel, Ikezoe-Halevi, Cope, Patel

NAYS: None

The motion passed.

**Reconvention**

At 9:57 P.M. President Bass reconvened the Village Board meeting.

**Adjournment**

At 9:58 P.M. Trustee Sugarman moved to adjourn the meeting, seconded by Trustee Cope.

The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman  
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: September 29, 2017

The following are the totals for the List of Bills being presented at the October 3rd Village Board meeting.

|            |            |
|------------|------------|
| 10/03/2017 | 435,232.87 |
| 10/03/2017 | 91,954.93  |
| 10/03/2017 | 40,456.76  |
| 10/03/2017 | 153,285.62 |

|       |                     |
|-------|---------------------|
| Total | <hr/> \$ 720,930.18 |
|-------|---------------------|

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
 Printed: 09/25/2017 - 4:32PM  
 Batch: 00100.10.2017



| Invoice Number                                   | Invoice Date | Amount | Quantity | Payment Date                          |
|--------------------------------------------------|--------------|--------|----------|---------------------------------------|
| Account Number                                   | Description  |        |          |                                       |
| Active Electrical Supply Co. Inc. & Fox Lighting |              |        |          |                                       |
| ACTIVELE                                         |              |        |          |                                       |
| 10507340-00                                      | 9/12/2017    | 672.02 | 0.00     | 10/03/2017                            |
| 101-420-511-5405 R&M - buildings                 |              |        |          | New lighting for Bldg Dept bathroom   |
| 10507340-00 Total:                               |              | 672.02 |          |                                       |
| Active Electrical Supply C                       |              | 672.02 |          |                                       |
| American Express                                 |              |        |          |                                       |
| AMEREXP                                          |              |        |          |                                       |
| 31083091817                                      | 9/18/2017    | 10.81  | 0.00     | 10/03/2017                            |
| 101-350-512-5730 Program supplies                |              |        |          | Lincoln Cafe - Senior luncheon        |
| 31083091817                                      | 9/18/2017    | 147.98 | 0.00     | 10/03/2017                            |
| 101-350-512-5660 EMS supplies                    |              |        |          | Walgreens - Blood glucose test strips |
| 31083091817                                      | 9/18/2017    | 28.80  | 0.00     | 10/03/2017                            |
| 101-350-512-5730 Program supplies                |              |        |          | Walmart - Water pitchers              |
| 31083091817 Total:                               |              | 187.59 |          |                                       |
| 31182081217                                      | 8/12/2017    | 9.99   | 0.00     | 10/03/2017                            |
| 101-250-511-5340 Maintenance Agreement Expen     |              |        |          | Domain Name                           |
| 31182081217 Total:                               |              | 9.99   |          |                                       |
| 31182081417                                      | 8/14/2017    | 41.23  | 0.00     | 10/03/2017                            |
| 101-200-511-5560 Printing & copying services     |              |        |          | Business Cards - PW                   |
| 31182081417 Total:                               |              | 41.23  |          |                                       |



| Invoice Number                               | Invoice Date | Amount | Quantity | Payment Date                           |
|----------------------------------------------|--------------|--------|----------|----------------------------------------|
| Account Number                               | Description  |        |          |                                        |
| 31182081517                                  | 8/15/2017    | 19.48  | 0.00     | 10/03/2017                             |
| 101-100-511-5840 Meals                       |              |        |          | Village Board dinner                   |
| 31182081517                                  | 8/15/2017    | 32.45  | 0.00     | 10/03/2017                             |
| 101-100-511-5840 Meals                       |              |        |          | Board meeting refreshments             |
| 31182081517 Total:                           |              | 51.93  |          |                                        |
| 31182081617                                  | 8/16/2017    | -2.06  | 0.00     | 10/03/2017                             |
| 101-200-511-5560 Printing & copying services |              |        |          | Fed Ex rebate                          |
| 31182081617                                  | 8/16/2017    | -9.99  | 0.00     | 10/03/2017                             |
| 101-250-511-5340 Maintenance Agreement Expen |              |        |          | Domain name refund                     |
| 31182081617 Total:                           |              | -12.05 |          |                                        |
| 31182081717                                  | 8/17/2017    | 48.59  | 0.00     | 10/03/2017                             |
| 101-200-511-5799 Other materials & supplies  |              |        |          | Beverage - Employee Appreciation Event |
| 31182081717 Total:                           |              | 48.59  |          |                                        |
| 31182081817                                  | 8/18/2017    | 149.00 | 0.00     | 10/03/2017                             |
| 101-200-511-5590 Training                    |              |        |          | Webinar                                |
| 31182081817 Total:                           |              | 149.00 |          |                                        |
| 31182081917                                  | 8/19/2017    | 9.99   | 0.00     | 10/03/2017                             |
| 101-250-511-5340 Maintenance Agreement Expen |              |        |          | Domain name                            |
| 31182081917 Total:                           |              | 9.99   |          |                                        |
| 31182082317                                  | 8/23/2017    | -9.99  | 0.00     | 10/03/2017                             |
| 101-250-511-5340 Maintenance Agreement Expen |              |        |          | Domain name refund                     |
| 31182082317                                  | 8/23/2017    | 9.99   | 0.00     | 10/03/2017                             |
| 101-250-511-5340 Maintenance Agreement Expen |              |        |          | Domain name                            |
| 31182082317 Total:                           |              | 0.00   |          |                                        |
| 31182082517                                  | 8/25/2017    | 52.95  | 0.00     | 10/03/2017                             |
| 101-100-511-5799 Other materials & supplies  |              |        |          | Flowers - Village Treasurer            |
| 31182082517 Total:                           |              | 52.95  |          |                                        |
| 31182082617                                  | 8/26/2017    | 9.99   | 0.00     | 10/03/2017                             |

| Invoice Number                               | Invoice Date | Amount | Quantity | Payment Date                     |
|----------------------------------------------|--------------|--------|----------|----------------------------------|
| Account Number                               | Description  |        |          |                                  |
| 101-250-511-5340 Maintenance Agreement Expen |              |        |          | Domain name                      |
| 31182082617 Total:                           |              | 9.99   |          |                                  |
| 31182082717                                  | 8/27/2017    | -9.99  | 0.00     | 10/03/2017                       |
| 101-250-511-5340 Maintenance Agreement Expen |              |        |          | Domain name refund               |
| 31182082717 Total:                           |              | -9.99  |          |                                  |
| 31182083017                                  | 8/30/2017    | -9.99  | 0.00     | 10/03/2017                       |
| 101-250-511-5340 Maintenance Agreement Expen |              |        |          | Domain name refund               |
| 31182083017                                  | 8/30/2017    | 52.95  | 0.00     | 10/03/2017                       |
| 101-100-511-5799 Other materials & supplies  |              |        |          | Flowers - Police Officer         |
| 31182083017                                  | 8/30/2017    | 62.95  | 0.00     | 10/03/2017                       |
| 101-100-511-5799 Other materials & supplies  |              |        |          | Flowers - Village President      |
| 31182083017 Total:                           |              | 105.91 |          |                                  |
| 31182090217                                  | 9/2/2017     | 9.99   | 0.00     | 10/03/2017                       |
| 101-250-511-5340 Maintenance Agreement Expen |              |        |          | Domain Name                      |
| 31182090217                                  | 9/2/2017     | 817.53 | 0.00     | 10/03/2017                       |
| 101-250-511-6530 Equipment - data processing |              |        |          | Adobe from CDW                   |
| 31182090217 Total:                           |              | 827.52 |          |                                  |
| 31182090517                                  | 9/5/2017     | 19.48  | 0.00     | 10/03/2017                       |
| 101-100-511-5840 Meals                       |              |        |          | Dinner for Village Board meeting |
| 31182090517                                  | 9/5/2017     | 57.91  | 0.00     | 10/03/2017                       |
| 101-100-511-5799 Other materials & supplies  |              |        |          | Beverages for Art Show           |
| 31182090517 Total:                           |              | 77.39  |          |                                  |
| 31182090617                                  | 9/6/2017     | -9.99  | 0.00     | 10/03/2017                       |
| 101-250-511-5340 Maintenance Agreement Expen |              |        |          | Domain name refund               |
| 31182090617 Total:                           |              | -9.99  |          |                                  |
| 31182090717                                  | 9/7/2017     | 1.99   | 0.00     | 10/03/2017                       |
| 101-250-511-5340 Maintenance Agreement Expen |              |        |          | Domain Name                      |
| 31182090717 Total:                           |              | 1.99   |          |                                  |

| Invoice Number                              | Invoice Date | Amount   | Quantity | Payment Date                                 |  |
|---------------------------------------------|--------------|----------|----------|----------------------------------------------|--|
| Account Number                              |              |          |          | Description                                  |  |
| 31190081017                                 | 8/10/2017    | 26.58    | 0.00     | 10/03/2017                                   |  |
| 205-530-515-5645 Concessions & food         |              |          |          | Tel Aviv Kosher pizza for camp               |  |
| 31190081017 Total:                          |              | 26.58    |          |                                              |  |
| 31190081417                                 | 8/14/2017    | 238.68   | 0.00     | 10/03/2017                                   |  |
| 205-530-515-5270 Purchased program services |              |          |          | Brunswick Zone - Last Hurrah field trip      |  |
| 31190081417 Total:                          |              | 238.68   |          |                                              |  |
| 31190081517                                 | 8/15/2017    | 212.16   | 0.00     | 10/03/2017                                   |  |
| 205-530-515-5270 Purchased program services |              |          |          | Brunswick Zone - Last Hurrah field trip      |  |
| 31190081517                                 | 8/15/2017    | 558.77   | 0.00     | 10/03/2017                                   |  |
| 205-530-515-5730 Program supplies           |              |          |          | Wristbands Medtech - Camp and swimming bands |  |
| 31190081517                                 | 8/15/2017    | 268.18   | 0.00     | 10/03/2017                                   |  |
| 205-530-515-5730 Program supplies           |              |          |          | Wristbands Medtech - Camp and swimming bands |  |
| 31190081517 Total:                          |              | 1,039.11 |          |                                              |  |
| 31190081717                                 | 8/17/2017    | 156.45   | 0.00     | 10/03/2017                                   |  |
| 205-560-515-5730 Program supplies           |              |          |          | Original Waterman - Guard suits and whistles |  |
| 31190081717                                 | 8/17/2017    | 129.33   | 0.00     | 10/03/2017                                   |  |
| 205-504-515-5730 Program supplies           |              |          |          | Fun Express - Touch a Truck const. hats      |  |
| 31190081717                                 | 8/17/2017    | 487.03   | 0.00     | 10/03/2017                                   |  |
| 205-530-515-5270 Purchased program services |              |          |          | Sky High - Last Hurrah field trip            |  |
| 31190081717 Total:                          |              | 772.81   |          |                                              |  |
| 31190082517                                 | 8/25/2017    | 654.28   | 0.00     | 10/03/2017                                   |  |
| 205-570-515-5270 Purchased program services |              |          |          | Drury Lane - Senior Theater trip             |  |
| 31190082517 Total:                          |              | 654.28   |          |                                              |  |
| 31190082617                                 | 8/26/2017    | 24.61    | 0.00     | 10/03/2017                                   |  |
| 205-505-515-5270 Purchased program services |              |          |          | Facebook - Soccer boost                      |  |
| 31190082617 Total:                          |              | 24.61    |          |                                              |  |
| 31190082917                                 | 8/29/2017    | 299.21   | 0.00     | 10/03/2017                                   |  |
| 205-570-515-5270 Purchased program services |              |          |          | Lake Geneva Cruise Line - Senior boat tour   |  |
| 31190082917                                 | 8/29/2017    | 570.44   | 0.00     | 10/03/2017                                   |  |
| 205-509-515-5730 Program supplies           |              |          |          | Marathon Printing - Turkey Trot bibs         |  |

## Return to VB Agenda

| Invoice Number     | Invoice Date               | Amount  | Quantity | Payment Date                             |
|--------------------|----------------------------|---------|----------|------------------------------------------|
| Account Number     | Description                |         |          |                                          |
| 31190082917        | 8/29/2017                  | 66.35   | 0.00     | 10/03/2017                               |
| 205-502-515-5730   | Program supplies           |         |          | Marathon Printing - My 1st marathon bibs |
| 31190082917 Total: |                            | 936.00  |          |                                          |
| 31190083117        | 8/31/2017                  | 5.49    | 0.00     | 10/03/2017                               |
| 205-520-515-5270   | Purchased program services |         |          | Facebook - Club Kid boost                |
| 31190083117 Total: |                            | 5.49    |          |                                          |
| 31190090217        | 9/2/2017                   | 10.00   | 0.00     | 10/03/2017                               |
| 205-560-515-5640   | Computer supplies          |         |          | Google - Pool google drive account       |
| 31190090217        | 9/2/2017                   | 10.00   | 0.00     | 10/03/2017                               |
| 205-560-515-5640   | Computer supplies          |         |          | Google - Pool google drive account       |
| 31190090217        | 9/2/2017                   | 77.25   | 0.00     | 10/03/2017                               |
| 205-500-515-5725   | Credit card charges        |         |          | Plug n Play Monthly billing              |
| 31190090217 Total: |                            | 97.25   |          |                                          |
| 31190090317        | 9/3/2017                   | 266.50  | 0.00     | 10/03/2017                               |
| 205-509-515-5510   | Advertising                |         |          | Active - Turkey Trot ads                 |
| 31190090317 Total: |                            | 266.50  |          |                                          |
| 31190090617        | 9/6/2017                   | 78.47   | 0.00     | 10/03/2017                               |
| 205-504-515-5510   | Advertising                |         |          | Signs.com - Family Fun Fest banner       |
| 31190090617        | 9/6/2017                   | -454.31 | 0.00     | 10/03/2017                               |
| 205-500-515-5720   | Postage                    |         |          | American Airlines - Flight refund        |
| 31190090617        | 9/6/2017                   | -79.67  | 0.00     | 10/03/2017                               |
| 205-500-515-5720   | Postage                    |         |          | Lou Malnati's - Tax refund               |
| 31190090617 Total: |                            | -455.51 |          |                                          |
| 31208091017        | 9/10/2017                  | 57.62   | 0.00     | 10/03/2017                               |
| 101-220-512-5840   | Meals                      |         |          | Orientation lunch for new intern         |
| 31208091017 Total: |                            | 57.62   |          |                                          |
| 31216082117        | 8/21/2017                  | 25.92   | 0.00     | 10/03/2017                               |
| 205-563-515-5645   | Concessions & food         |         |          | Oil for Pool                             |

| Invoice Number                              | Invoice Date | Amount | Quantity | Payment Date                  |
|---------------------------------------------|--------------|--------|----------|-------------------------------|
| Account Number                              | Description  |        |          |                               |
| 31216082117 Total:                          |              | 25.92  |          |                               |
| 31216082517                                 | 8/25/2017    | 3.97   | 0.00     | 10/03/2017                    |
| 101-400-511-5730 Program supplies           |              |        |          | Card stock                    |
| 31216082517 Total:                          |              | 3.97   |          |                               |
| 31216082817                                 | 8/28/2017    | 2.40   | 0.00     | 10/03/2017                    |
| 101-400-511-5730 Program supplies           |              |        |          | Ipass Toll                    |
| 31216082817                                 | 8/28/2017    | 5.75   | 0.00     | 10/03/2017                    |
| 101-400-511-5730 Program supplies           |              |        |          | Ipass Toll                    |
| 31216082817                                 | 8/28/2017    | 2.40   | 0.00     | 10/03/2017                    |
| 101-400-511-5730 Program supplies           |              |        |          | Ipass Toll                    |
| 31216082817 Total:                          |              | 10.55  |          |                               |
| 32008081717                                 | 8/17/2017    | 444.25 | 0.00     | 10/03/2017                    |
| 101-200-511-5799 Other materials & supplies |              |        |          | Employee Appreciation event   |
| 32008081717 Total:                          |              | 444.25 |          |                               |
| 32008081817                                 | 8/18/2017    | 104.85 | 0.00     | 10/03/2017                    |
| 660-610-519-5580 Telephone                  |              |        |          | Internet Service Pump House   |
| 32008081817 Total:                          |              | 104.85 |          |                               |
| 32008082217                                 | 8/22/2017    | 147.85 | 0.00     | 10/03/2017                    |
| 660-610-519-5580 Telephone                  |              |        |          | Internet Service Public Works |
| 32008082217                                 | 8/22/2017    | 267.93 | 0.00     | 10/03/2017                    |
| 101-250-511-5580 Telephone                  |              |        |          | Internet Service Village Hall |
| 32008082217 Total:                          |              | 415.78 |          |                               |
| 32008082417                                 | 8/24/2017    | 52.95  | 0.00     | 10/03/2017                    |
| 101-100-511-5799 Other materials & supplies |              |        |          | Flowers - Employee            |
| 32008082417 Total:                          |              | 52.95  |          |                               |
| 32008090517                                 | 9/5/2017     | 194.20 | 0.00     | 10/03/2017                    |
| 101-100-511-5840 Meals                      |              |        |          | Village Board dinner          |

| Invoice Number                      | Invoice Date | Amount   | Quantity | Payment Date                                |
|-------------------------------------|--------------|----------|----------|---------------------------------------------|
| Account Number                      | Description  |          |          |                                             |
| 32008090517 Total:                  |              | 194.20   |          |                                             |
| American Express Total:             |              | 6,457.93 |          |                                             |
| Bank of America, Business Card      |              |          |          |                                             |
| BANKOFAM                            |              |          |          |                                             |
| 0423090817                          | 9/8/2017     | 297.00   | 0.00     | 10/03/2017                                  |
| 101-300-512-5590 Training           |              |          |          | Registration - Assn of Chief of Police      |
| 0423090817                          | 9/8/2017     | 327.06   | 0.00     | 10/03/2017                                  |
| 101-300-512-5700 Office supplies    |              |          |          | Shoplet - Office supplies                   |
| 0423090817                          | 9/8/2017     | 299.37   | 0.00     | 10/03/2017                                  |
| 101-300-512-5730 Program supplies   |              |          |          | Rent Rite - Tables/chairs for HRC           |
| 0423090817                          | 9/8/2017     | 319.96   | 0.00     | 10/03/2017                                  |
| 101-300-512-5730 Program supplies   |              |          |          | Signs for School Crossings                  |
| 0423090817                          | 9/8/2017     | 51.99    | 0.00     | 10/03/2017                                  |
| 101-300-512-5730 Program supplies   |              |          |          | Special Olympics - Truck Convoy             |
| 0423090817                          | 9/8/2017     | -299.37  | 0.00     | 10/03/2017                                  |
| 101-300-512-5730 Program supplies   |              |          |          | Credit                                      |
| 0423090817 Total:                   |              | 996.01   |          |                                             |
| 1582082317                          | 8/23/2017    | 30.50    | 0.00     | 10/03/2017                                  |
| 205-540-515-5730 Program supplies   |              |          |          | Crown Trophy - Men's Softball League trophy |
| 1582082317 Total:                   |              | 30.50    |          |                                             |
| 1582083017                          | 8/30/2017    | 8.00     | 0.00     | 10/03/2017                                  |
| 205-563-515-5645 Concessions & food |              |          |          | Jewel - Food for Concession stand           |
| 1582083017 Total:                   |              | 8.00     |          |                                             |
| 1582090217                          | 9/2/2017     | 63.21    | 0.00     | 10/03/2017                                  |
| 205-560-515-5645 Concessions & food |              |          |          | GFS - Pool team refreshments                |
| 1582090217 Total:                   |              | 63.21    |          |                                             |
| 1582090317                          | 9/3/2017     | 31.56    | 0.00     | 10/03/2017                                  |
| 205-563-515-5645 Concessions & food |              |          |          | GFS - Concession stand food                 |
| 1582090317                          | 9/3/2017     | 59.24    | 0.00     | 10/03/2017                                  |

| Invoice Number                              | Invoice Date | Amount | Quantity | Payment Date |                                             |
|---------------------------------------------|--------------|--------|----------|--------------|---------------------------------------------|
| Account Number                              |              |        |          |              | Description                                 |
| 205-563-515-5645 Concessions & food         |              |        |          |              | GFS - Concession stand food                 |
| 1582090317 Total:                           |              | 90.80  |          |              |                                             |
| 1582090417                                  | 9/4/2017     | 96.51  | 0.00     | 10/03/2017   |                                             |
| 205-560-515-5645 Concessions & food         |              |        |          |              | Sarpino's - Pool closing day meal for team  |
| 1582090417 Total:                           |              | 96.51  |          |              |                                             |
| 6205080917                                  | 8/9/2017     | 17.07  | 0.00     | 10/03/2017   |                                             |
| 205-530-515-5730 Program supplies           |              |        |          |              | Dollar Tree - Camp table                    |
| 6205080917                                  | 8/9/2017     | 810.00 | 0.00     | 10/03/2017   |                                             |
| 205-530-515-5270 Purchased program services |              |        |          |              | Mystic Waters - Rutledge Rockets field trip |
| 6205080917 Total:                           |              | 827.07 |          |              |                                             |
| 6205081017                                  | 8/10/2017    | 7.50   | 0.00     | 10/03/2017   |                                             |
| 205-530-515-5730 Program supplies           |              |        |          |              | Red Box - Day camp AC camp in               |
| 6205081017 Total:                           |              | 7.50   |          |              |                                             |
| 6205081617                                  | 8/16/2017    | 22.00  | 0.00     | 10/03/2017   |                                             |
| 205-530-515-5721 Transportation             |              |        |          |              | MIS parking for counselors                  |
| 6205081617                                  | 8/16/2017    | 22.00  | 0.00     | 10/03/2017   |                                             |
| 205-530-515-5721 Transportation             |              |        |          |              | MIS parking for counselors                  |
| 6205081617 Total:                           |              | 44.00  |          |              |                                             |
| 6205081817                                  | 8/18/2017    | 412.00 | 0.00     | 10/03/2017   |                                             |
| 205-530-515-5270 Purchased program services |              |        |          |              | Bensenville Park District - CP field trip   |
| 6205081817 Total:                           |              | 412.00 |          |              |                                             |
| 6205090517                                  | 9/5/2017     | 40.00  | 0.00     | 10/03/2017   |                                             |
| 205-530-515-5730 Program supplies           |              |        |          |              | LUL Career Development Career fair          |
| 6205090517 Total:                           |              | 40.00  |          |              |                                             |
| 8334081117                                  | 8/11/2017    | 265.00 | 0.00     | 10/03/2017   |                                             |
| 101-210-511-5570 Professional associations  |              |        |          |              | AICPA                                       |
| 8334081117 Total:                           |              | 265.00 |          |              |                                             |

| Invoice Number                                  | Invoice Date | Amount | Quantity | Payment Date                        |
|-------------------------------------------------|--------------|--------|----------|-------------------------------------|
| Account Number                                  | Description  |        |          |                                     |
| 8334081417                                      | 8/14/2017    | 20.18  | 0.00     | 10/03/2017                          |
| 101-210-511-5840 Meals                          |              |        |          | Finance planning meeting            |
| 8334081417 Total:                               |              | 20.18  |          |                                     |
| 8334081817                                      | 8/18/2017    | 80.00  | 0.00     | 10/03/2017                          |
| 101-200-511-5820 Local mileage, parking & tolls |              |        |          | Ipass replenishment                 |
| 8334081817                                      | 8/18/2017    | 47.07  | 0.00     | 10/03/2017                          |
| 101-200-511-5799 Other materials & supplies     |              |        |          | Whole Foods/Employee Appreciation   |
| 8334081817 Total:                               |              | 127.07 |          |                                     |
| 8334083117                                      | 8/31/2017    | 52.03  | 0.00     | 10/03/2017                          |
| 101-210-511-5725 Bank & Credit Card Fees        |              |        |          | Penalty, - Credit on next bill      |
| 8334083117                                      | 8/31/2017    | 20.00  | 0.00     | 10/03/2017                          |
| 205-430-515-5730 Program supplies               |              |        |          | Kaufman trailer                     |
| 8334083117 Total:                               |              | 72.03  |          |                                     |
| 8698                                            | 8/7/2017     | 17.97  | 0.00     | 10/03/2017                          |
| 205-504-515-5645 Concessions & food             |              |        |          | GFS - Popcorn for Movie in the Park |
| 8698 Total:                                     |              | 17.97  |          |                                     |
| 8698080917                                      | 8/9/2017     | 38.22  | 0.00     | 10/03/2017                          |
| 205-570-515-5645 Concessions & food             |              |        |          | Max and Benny - Senior trip lunch   |
| 8698080917 Total:                               |              | 38.22  |          |                                     |
| 8698081417                                      | 8/14/2017    | 25.00  | 0.00     | 10/03/2017                          |
| 205-500-515-5820 Local mileage, parking & tolls |              |        |          | American - baggage fee              |
| 8698081417 Total:                               |              | 25.00  |          |                                     |
| 8698081817                                      | 8/18/2017    | 50.00  | 0.00     | 10/03/2017                          |
| 205-500-515-5820 Local mileage, parking & tolls |              |        |          | Jacob Luxury cab - Taxi to hotel    |
| 8698081817                                      | 8/18/2017    | 53.50  | 0.00     | 10/03/2017                          |
| 205-500-515-5820 Local mileage, parking & tolls |              |        |          | Greyhound - Travel to Boston        |
| 8698081817                                      | 8/18/2017    | 620.13 | 0.00     | 10/03/2017                          |
| 205-500-515-5830 Lodging                        |              |        |          | Essex Resort - Hotel for Rec Trac   |



| Invoice Number                       | Invoice Date | Amount     | Quantity | Payment Date                         |
|--------------------------------------|--------------|------------|----------|--------------------------------------|
| Account Number                       | Description  |            |          |                                      |
| 8698081817 Total:                    |              | 723.63     |          |                                      |
| 8698082317                           | 8/23/2017    | 89.99      | 0.00     | 10/03/2017                           |
| 205-500-515-5599 Other contractual   |              |            |          | Freepik - Graphics for marketing     |
| 8698082317                           | 8/23/2017    | 2.70       | 0.00     | 10/03/2017                           |
| 205-500-515-5599 Other contractual   |              |            |          | International fee charged back       |
| 8698082317 Total:                    |              | 92.69      |          |                                      |
| 8698082817                           | 8/28/2017    | 110.97     | 0.00     | 10/03/2017                           |
| 205-563-515-5645 Concessions & food  |              |            |          | GFS - Oil for concession stand       |
| 8698082817 Total:                    |              | 110.97     |          |                                      |
| 8698090117                           | 9/1/2017     | 31.00      | 0.00     | 10/03/2017                           |
| 205-520-515-5645 Concessions & food  |              |            |          | Little Caesars - Club Kid lunch      |
| 8698090117 Total:                    |              | 31.00      |          |                                      |
| Bank of America, Business            |              | 4,139.36   |          |                                      |
| Business Only Broadband              |              |            |          |                                      |
| BUSONLY                              |              |            |          |                                      |
| 82807                                | 10/1/2017    | 250.00     | 0.00     | 10/03/2017                           |
| 101-250-511-5580 Telephone           |              |            |          | Back up Connection - Internet access |
| 82807 Total:                         |              | 250.00     |          |                                      |
| 82808                                | 10/1/2017    | 250.00     | 0.00     | 10/03/2017                           |
| 101-250-511-5580 Telephone           |              |            |          | Wireless alarm internet access       |
| 82808 Total:                         |              | 250.00     |          |                                      |
| Business Only Broadband              |              | 500.00     |          |                                      |
| Chicagoland Paving Contractors, Inc. |              |            |          |                                      |
| CHICAGO                              |              |            |          |                                      |
| 171503                               | 9/12/2017    | 246,328.53 | 0.00     | 10/03/2017                           |

| Invoice Number                                | Invoice Date | Amount     | Quantity | Payment Date                     |
|-----------------------------------------------|--------------|------------|----------|----------------------------------|
| Account Number                                | Description  |            |          |                                  |
| 217-000-561-6100 Land acquisition & improveme |              |            |          | UP parking lot pay request #3    |
| 171503                                        | 9/12/2017    | 9,830.50   | 0.00     | 10/03/2017                       |
| 217-000-561-6100 Land acquisition & improveme |              |            |          | Retainage released               |
| 171503 Total:                                 |              | 256,159.03 |          |                                  |
| Chicagoland Paving Contra                     |              | 256,159.03 |          |                                  |
| Cline, Rosangela<br>CLINE                     |              |            |          |                                  |
| P31021                                        | 9/15/2017    | 80.00      | 0.00     | 10/03/2017                       |
| 205-504-515-5270 Purchased program services   |              |            |          | Pumpkins in Proesel face painter |
| P31021 Total:                                 |              | 80.00      |          |                                  |
| Cline, Rosangela Total:                       |              | 80.00      |          |                                  |
| Commonwealth Edison<br>COMED                  |              |            |          |                                  |
| 1011026306                                    | 9/13/2017    | 1,383.98   | 0.00     | 10/03/2017                       |
| 101-440-513-5785 Utilities - public way       |              |            |          | Metered Street lights            |
| 1011026306 Total:                             |              | 1,383.98   |          |                                  |
| 2028043041                                    | 9/8/2017     | 2,970.98   | 0.00     | 10/03/2017                       |
| 101-440-513-5785 Utilities - public way       |              |            |          | Master account Street lighting   |
| 2028043041 Total:                             |              | 2,970.98   |          |                                  |
| 2873043051                                    | 9/6/2017     | 106.87     | 0.00     | 10/03/2017                       |
| 101-440-513-5785 Utilities - public way       |              |            |          | 6471 N Lincoln                   |
| 2873043051 Total:                             |              | 106.87     |          |                                  |
| 300071087                                     | 9/2/2017     | 132.17     | 0.00     | 10/03/2017                       |
| 101-440-513-5785 Utilities - public way       |              |            |          | 7157 N Keeler                    |
| 300071087 Total:                              |              | 132.17     |          |                                  |

| Invoice Number                                | Invoice Date | Amount    | Quantity | Payment Date                   |
|-----------------------------------------------|--------------|-----------|----------|--------------------------------|
| Account Number                                | Description  |           |          |                                |
| 381169268                                     | 9/5/2017     | 119.08    | 0.00     | 10/03/2017                     |
| 101-440-513-5785 Utilities - public way       |              |           |          | 7002 N Tripp                   |
| 381169268 Total:                              |              | 119.08    |          |                                |
| 4357072009                                    | 9/5/2017     | 106.61    | 0.00     | 10/03/2017                     |
| 101-440-513-5785 Utilities - public way       |              |           |          | 6401 Mc Cormick Road           |
| 4357072009 Total:                             |              | 106.61    |          |                                |
| 4847019018                                    | 9/6/2017     | 95.96     | 0.00     | 10/03/2017                     |
| 101-440-513-5785 Utilities - public way       |              |           |          | 6668 N Lincoln                 |
| 4847019018 Total:                             |              | 95.96     |          |                                |
| 5103171049                                    | 9/13/2017    | 6,530.81  | 0.00     | 10/03/2017                     |
| 101-440-513-5785 Utilities - public way       |              |           |          | Master account Street lighting |
| 5103171049                                    | 9/13/2017    | 108.74    | 0.00     | 10/03/2017                     |
| 660-610-519-5785 Utilities - Public Way       |              |           |          | Master account Street lighting |
| 5103171049 Total:                             |              | 6,639.55  |          |                                |
| 57221-35010                                   | 9/6/2017     | 293.07    | 0.00     | 10/03/2017                     |
| 101-440-513-5785 Utilities - public way       |              |           |          | Master account Street lighting |
| 57221-35010 Total:                            |              | 293.07    |          |                                |
| 592075011                                     | 8/28/2017    | 1,670.20  | 0.00     | 10/03/2017                     |
| 101-440-513-5785 Utilities - public way       |              |           |          | Master account Street lighting |
| 592075011 Total:                              |              | 1,670.20  |          |                                |
| Commonwealth Edison To                        |              | 13,518.47 |          |                                |
| De Lange Landen Financial Services<br>DELANGE |              |           |          |                                |
| 56214669                                      | 9/16/2017    | 89.70     | 0.00     | 10/03/2017                     |
| 205-571-515-5730 Program supplies             |              |           |          | CC Copier September invoice    |
| 56214669 Total:                               |              | 89.70     |          |                                |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date |
|----------------|--------------|--------|----------|--------------|
| Account Number |              |        |          | Description  |

|                          |       |  |  |  |
|--------------------------|-------|--|--|--|
| De Lange Landen Financia | 89.70 |  |  |  |
|--------------------------|-------|--|--|--|

Gatt Tool & Engineering  
GATTTOOL

|                                  |           |       |      |                      |
|----------------------------------|-----------|-------|------|----------------------|
| 15234                            | 8/11/2017 | 75.00 | 0.00 | 10/03/2017           |
| 205-560-515-5405 R&M - buildings |           |       |      | Aquatic Center plugs |

|              |       |  |  |  |
|--------------|-------|--|--|--|
| 15234 Total: | 75.00 |  |  |  |
|--------------|-------|--|--|--|

|                           |       |  |  |  |
|---------------------------|-------|--|--|--|
| Gatt Tool & Engineering T | 75.00 |  |  |  |
|---------------------------|-------|--|--|--|

Illinois Department of Revenue  
ILDEPREV

|                          |          |          |      |                                   |
|--------------------------|----------|----------|------|-----------------------------------|
| August 2017              | 9/8/2017 | 1,144.00 | 0.00 | 10/03/2017                        |
| 205-563-410-4486 Entrees |          |          |      | Sales tax concessions August 2017 |

|                    |          |  |  |  |
|--------------------|----------|--|--|--|
| August 2017 Total: | 1,144.00 |  |  |  |
|--------------------|----------|--|--|--|

|                            |          |  |  |  |
|----------------------------|----------|--|--|--|
| Illinois Department of Rev | 1,144.00 |  |  |  |
|----------------------------|----------|--|--|--|

iSolved  
ISOLVED

|                                         |           |        |      |                                          |
|-----------------------------------------|-----------|--------|------|------------------------------------------|
| 8985510                                 | 9/10/2017 | 64.53  | 0.00 | 10/03/2017                               |
| 101-400-511-5440 R&M - office equipment |           |        |      | Monthly maintenance costs for time clock |
| 8985510                                 | 9/10/2017 | 284.41 | 0.00 | 10/03/2017                               |
| 205-530-515-5730 Program supplies       |           |        |      | Monthly maintenance costs for time clock |
| 8985510                                 | 9/10/2017 | 313.09 | 0.00 | 10/03/2017                               |
| 205-560-515-5405 R&M - buildings        |           |        |      | Monthly maintenance costs for time clock |

|                |        |  |  |  |
|----------------|--------|--|--|--|
| 8985510 Total: | 662.03 |  |  |  |
|----------------|--------|--|--|--|

|                |        |  |  |  |
|----------------|--------|--|--|--|
| iSolved Total: | 662.03 |  |  |  |
|----------------|--------|--|--|--|

Lowe's Business Acc/GECE  
LOWES

| Invoice Number                                | Invoice Date | Amount  | Quantity | Payment Date                              |
|-----------------------------------------------|--------------|---------|----------|-------------------------------------------|
| Account Number                                | Description  |         |          |                                           |
| 01698                                         | 9/12/2017    | 224.04  | 0.00     | 10/03/2017                                |
| 101-420-511-5730 Program supplies             |              |         |          | Troffer & light bulb for bathroom         |
| 01698                                         | 9/12/2017    | -224.04 | 0.00     | 10/03/2017                                |
| 101-420-511-5730 Program supplies             |              |         |          | Return                                    |
| 01698 Total:                                  |              | 0.00    |          |                                           |
| 02006                                         | 9/6/2017     | 89.06   | 0.00     | 10/03/2017                                |
| 101-440-513-5730 Program supplies             |              |         |          | Car wash brushes for Streets              |
| 02006 Total:                                  |              | 89.06   |          |                                           |
| 02184                                         | 9/8/2017     | 15.60   | 0.00     | 10/03/2017                                |
| 101-420-511-5730 Program supplies             |              |         |          | Caulk, hanging strips, double face tape   |
| 02184 Total:                                  |              | 15.60   |          |                                           |
| 02384                                         | 9/11/2017    | 47.48   | 0.00     | 10/03/2017                                |
| 101-420-511-5730 Program supplies             |              |         |          | Air hose & blow gun kit                   |
| 02384 Total:                                  |              | 47.48   |          |                                           |
| 02460                                         | 9/12/2017    | 68.93   | 0.00     | 10/03/2017                                |
| 217-000-561-6100 Land acquisition & improveme |              |         |          | Stud, rope, level, screws and screwdriver |
| 02460 Total:                                  |              | 68.93   |          |                                           |
| 02584                                         | 9/13/2017    | 47.29   | 0.00     | 10/03/2017                                |
| 217-000-561-6100 Land acquisition & improveme |              |         |          | S hook, paint brush & steel chain         |
| 02584 Total:                                  |              | 47.29   |          |                                           |
| 02645                                         | 9/14/2017    | 21.66   | 0.00     | 10/03/2017                                |
| 217-000-561-6100 Land acquisition & improveme |              |         |          | Utility knife blades, S hook              |
| 02645 Total:                                  |              | 21.66   |          |                                           |
| 08369                                         | 9/14/2017    | 150.57  | 0.00     | 10/03/2017                                |
| 101-420-511-5730 Program supplies             |              |         |          | Paint tray, paint roller, roller covers   |
| 08369 Total:                                  |              | 150.57  |          |                                           |
| 16156171                                      | 9/11/2017    | 4.34    | 0.00     | 10/03/2017                                |

| Invoice Number                     | Invoice Date | Amount | Quantity | Payment Date                            |  |
|------------------------------------|--------------|--------|----------|-----------------------------------------|--|
| Account Number                     |              |        |          | Description                             |  |
| 205-571-515-5535 Facility rental   |              |        |          | Cabinet lock replacement                |  |
| 16156171 Total:                    |              | 4.34   |          |                                         |  |
| 2009                               | 9/6/2017     | 28.50  | 0.00     | 10/03/2017                              |  |
| 205-560-515-5405 R&M - buildings   |              |        |          | Metric pool set                         |  |
| 2009 Total:                        |              | 28.50  |          |                                         |  |
| 2175                               | 9/8/2017     | 199.24 | 0.00     | 10/03/2017                              |  |
| 205-563-515-5649 Supplies          |              |        |          | Concession Stand cleaning supplies      |  |
| 2175 Total:                        |              | 199.24 |          |                                         |  |
| 2276308                            | 9/1/2017     | 4.05   | 0.00     | 10/03/2017                              |  |
| 205-571-515-5730 Program supplies  |              |        |          | Lightbulb for CC freezer                |  |
| 2276308 Total:                     |              | 4.05   |          |                                         |  |
| 2493                               | 9/12/2017    | 9.21   | 0.00     | 10/03/2017                              |  |
| 205-560-515-5405 R&M - buildings   |              |        |          | Pool screws                             |  |
| 2493 Total:                        |              | 9.21   |          |                                         |  |
| Lowe's Business Acc/GEC            |              | 685.93 |          |                                         |  |
| Personnel Strategies, LLC          |              |        |          |                                         |  |
| PERSONNE                           |              |        |          |                                         |  |
| 091717                             | 9/17/2017    | 475.00 | 0.00     | 10/03/2017                              |  |
| 101-200-511-5599 Other contractual |              |        |          | Pre employment psychological assessment |  |
| 091717 Total:                      |              | 475.00 |          |                                         |  |
| Personnel Strategies, LLC          |              | 475.00 |          |                                         |  |
| Rainbow Farm                       |              |        |          |                                         |  |
| RAINBOWF                           |              |        |          |                                         |  |
| 35270                              | 9/18/2017    | 975.00 | 0.00     | 10/03/2017                              |  |
| 101-440-513-5599 Other Contractual |              |        |          | Woodchips removal                       |  |

| Invoice Number                                                         | Invoice Date | Amount    | Quantity | Payment Date                                    |
|------------------------------------------------------------------------|--------------|-----------|----------|-------------------------------------------------|
| Account Number                                                         | Description  |           |          |                                                 |
| 35270 Total:                                                           |              | 975.00    |          |                                                 |
| Rainbow Farm Total:                                                    |              | 975.00    |          |                                                 |
| Solid Waste Agency of Northern Cook County<br>SOLIDWA<br>5736          | 10/1/2017    | 18,232.81 | 0.00     | 10/03/2017                                      |
| 101-440-514-5230 Garbage & recycling                                   |              |           |          | FY 2016 O & M Costs - November                  |
| 5736 Total:                                                            |              | 18,232.81 |          |                                                 |
| Solid Waste Agency of Nor                                              |              | 18,232.81 |          |                                                 |
| Village of Lincolnwood, Police Pension Fund<br>VOLPPF<br>1st qtr 17-18 | 9/13/2017    | 69,967.34 | 0.00     | 10/03/2017                                      |
| 101-300-512-5140 Employer police pension                               |              |           |          | Motor Fuel tax/Police Pension Fund contribution |
| 1st qtr 17-18 Total:                                                   |              | 69,967.34 |          |                                                 |
| Village of Lincolnwood, Po                                             |              | 69,967.34 |          |                                                 |
| Village of Skokie<br>VILLSKOK<br>51095                                 | 9/1/2017     | 61,399.25 | 0.00     | 10/03/2017                                      |
| 101-300-512-5399 Other professional services                           |              |           |          | September E911 Dispatch services                |
| 51095 Total:                                                           |              | 61,399.25 |          |                                                 |
| Village of Skokie Total:                                               |              | 61,399.25 |          |                                                 |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date |
|----------------|--------------|--------|----------|--------------|
| Account Number |              |        |          | Description  |

Report Total:

435,232.87



# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 09/25/2017 - 4:33PM  
Batch: 00101.10.2017



| Invoice Number                                   | Invoice Date                 | Amount | Quantity | Payment Date                                     |  |
|--------------------------------------------------|------------------------------|--------|----------|--------------------------------------------------|--|
| Account Number                                   | Description                  |        |          |                                                  |  |
| Ace Hardware Skokie                              |                              |        |          |                                                  |  |
| ACEHRDS                                          |                              |        |          |                                                  |  |
| 211983                                           | 9/12/2017                    | 79.75  | 0.00     | 10/03/2017                                       |  |
| 217-000-561-6100                                 | Land acquisition & improveme |        |          | Screws and chalk line for Trail Head parking lot |  |
| 211983 Total:                                    |                              | 79.75  |          |                                                  |  |
| Ace Hardware Skokie Tota                         |                              | 79.75  |          |                                                  |  |
| Aclara Technologies                              |                              |        |          |                                                  |  |
| ACLARA                                           |                              |        |          |                                                  |  |
| 16005495                                         | 9/6/2017                     | 150.00 | 0.00     | 10/03/2017                                       |  |
| 660-620-519-5590                                 | Training                     |        |          | STAR Operator training                           |  |
| 16005495 Total:                                  |                              | 150.00 |          |                                                  |  |
| Aclara Technologies Total:                       |                              | 150.00 |          |                                                  |  |
| Active Electrical Supply Co. Inc. & Fox Lighting |                              |        |          |                                                  |  |
| ACTIVELE                                         |                              |        |          |                                                  |  |
| 10506847-00                                      | 8/31/2017                    | 49.68  | 0.00     | 10/03/2017                                       |  |
| 205-571-515-5535                                 | Facility rental              |        |          | CC Patio light ballasts                          |  |
| 10506847-00 Total:                               |                              | 49.68  |          |                                                  |  |
| Active Electrical Supply C                       |                              | 49.68  |          |                                                  |  |

| Invoice Number                    | Invoice Date | Amount | Quantity | Payment Date                          |
|-----------------------------------|--------------|--------|----------|---------------------------------------|
| Account Number                    | Description  |        |          |                                       |
| Amazon                            |              |        |          |                                       |
| AMAZON                            |              |        |          |                                       |
| 146848775724                      | 7/28/2017    | -24.02 | 0.00     | 10/03/2017                            |
| 205-560-515-5405 R&M - buildings  |              |        |          | Pool - Shelving unit credit           |
| 146848775724 Total:               |              | -24.02 |          |                                       |
| 216490854557                      | 8/23/2017    | 111.60 | 0.00     | 10/03/2017                            |
| 205-560-515-5405 R&M - buildings  |              |        |          | Pool - Toilet paper holders           |
| 216490854557 Total:               |              | 111.60 |          |                                       |
| BDEhoo00/Esp                      | 8/29/2017    | 57.36  | 0.00     | 10/03/2017                            |
| 205-504-515-5730 Program supplies |              |        |          | Touch A Truck - Tickets & labels      |
| BDEhoo00/Esp Total:               |              | 57.36  |          |                                       |
| Amazon Total:                     |              | 144.94 |          |                                       |
| American First Aid Services       |              |        |          |                                       |
| AFAS INC                          |              |        |          |                                       |
| 52613                             | 7/13/2017    | 15.50  | 0.00     | 10/03/2017                            |
| 205-500-515-5700 Office supplies  |              |        |          | Parks and Rec first aid supplies      |
| 52613 Total:                      |              | 15.50  |          |                                       |
| American First Aid Service        |              | 15.50  |          |                                       |
| Anderson Pest Solutions           |              |        |          |                                       |
| ANDERP                            |              |        |          |                                       |
| 4426509                           | 9/1/2017     | 283.55 | 0.00     | 10/03/2017                            |
| 101-420-511-5405 R&M - buildings  |              |        |          | Pest Control - Village of Lincolnwood |
| 4426509 Total:                    |              | 283.55 |          |                                       |
| Anderson Pest Solutions To        |              | 283.55 |          |                                       |

## Return to VB Agenda

| Invoice Number                                 | Invoice Date | Amount | Quantity | Payment Date                |
|------------------------------------------------|--------------|--------|----------|-----------------------------|
| Account Number                                 | Description  |        |          |                             |
| Avalon Petroleum<br>AVALON<br>37151            | 8/15/2017    | 577.50 | 0.00     | 10/03/2017                  |
| 101-300-512-5480 R&M - vehicles                |              |        |          | Mobile drive 5W20 for PD    |
| 37151 Total:                                   |              | 577.50 |          |                             |
| Avalon Petroleum Total:                        |              | 577.50 |          |                             |
| Best Quality Cleaning, Inc.<br>BESTQU<br>21379 | 9/1/2017     | 550.00 | 0.00     | 10/03/2017                  |
| 101-420-511-5240 Janitorial                    |              |        |          | Village Hall carpet shampoo |
| 21379 Total:                                   |              | 550.00 |          |                             |
| Best Quality Cleaning, Inc.                    |              | 550.00 |          |                             |
| Builders Asphalt<br>BUILDERS<br>24508          | 8/30/2017    | 402.00 | 0.00     | 10/03/2017                  |
| 213-000-561-5490 R&M Road Repairs              |              |        |          | Recycled surface            |
| 24508 Total:                                   |              | 402.00 |          |                             |
| 24524                                          | 8/31/2017    | 392.58 | 0.00     | 10/03/2017                  |
| 213-000-561-5490 R&M Road Repairs              |              |        |          | Recycled surface            |
| 24524 Total:                                   |              | 392.58 |          |                             |
| Builders Asphalt Total:                        |              | 794.58 |          |                             |
| Cardona, Felix<br>CARDONAM<br>091317           | 9/13/2017    | 25.00  | 0.00     | 10/03/2017                  |
| 205-000-210-2430 Parks and Recs Control Deposi |              |        |          | Refund Camp                 |

| Invoice Number                                                 | Invoice Date | Amount | Quantity | Payment Date |                                                    |
|----------------------------------------------------------------|--------------|--------|----------|--------------|----------------------------------------------------|
| Account Number                                                 |              |        |          |              | Description                                        |
| 091317 Total:                                                  |              | 25.00  |          |              |                                                    |
| Cardona, Felix Total:                                          |              | 25.00  |          |              |                                                    |
| Chicago Metropolitan Fire Prevention Co.<br>CHGOMETR<br>166530 | 8/28/2017    | 860.25 | 0.00     | 10/03/2017   |                                                    |
| 101-350-512-5411 R&M- Wireless Alarm Equipm                    |              |        |          |              | Monthly wireless radio network maintenance billing |
| 166530 Total:                                                  |              | 860.25 |          |              |                                                    |
| Chicago Metropolitan Fire                                      |              | 860.25 |          |              |                                                    |
| Cook County Recorder of Deeds<br>COOKCOUN<br>3518312017R       | 8/31/2017    | 166.00 | 0.00     | 10/03/2017   |                                                    |
| 101-230-511-5399 Other professional services                   |              |        |          |              | Recording fees                                     |
| 3518312017R Total:                                             |              | 166.00 |          |              |                                                    |
| Cook County Recorder of D                                      |              | 166.00 |          |              |                                                    |
| Creative<br>CREAT<br>32745-1                                   | 8/21/2017    | 265.00 | 0.00     | 10/03/2017   |                                                    |
| 660-620-519-5070 Uniform allowance                             |              |        |          |              | Polo shirts, jackets and pants for PW              |
| 32745-1                                                        | 8/21/2017    | 97.00  | 0.00     | 10/03/2017   |                                                    |
| 101-440-513-5070 Uniform allowance                             |              |        |          |              | Polo shirts, jackets and pants for PW              |
| 32745-1                                                        | 8/21/2017    | 168.00 | 0.00     | 10/03/2017   |                                                    |
| 205-430-515-5070 Uniform allowance                             |              |        |          |              | Polo shirts, jackets and pants for PW              |
| 32745-1                                                        | 8/21/2017    | 201.74 | 0.00     | 10/03/2017   |                                                    |
| 101-400-511-5730 Program supplies                              |              |        |          |              | Polo shirts, jackets and pants for PW              |
| 32745-1                                                        | 8/21/2017    | 42.00  | 0.00     | 10/03/2017   |                                                    |
| 101-410-511-5070 Uniform allowance                             |              |        |          |              | Polo shirts, jackets and pants for PW              |

| Invoice Number                                        | Invoice Date | Amount    | Quantity | Payment Date               |
|-------------------------------------------------------|--------------|-----------|----------|----------------------------|
| Account Number                                        | Description  |           |          |                            |
| 32745-1 Total:                                        |              | 773.74    |          |                            |
| Creative Total:                                       |              | 773.74    |          |                            |
| Frankel, Amy<br>FRANKELA<br>17-8127                   | 8/21/2017    | 100.00    | 0.00     | 10/03/2017                 |
| 101-400-511-5210 Animal control                       |              |           |          | Animal control services    |
| 17-8127 Total:                                        |              | 100.00    |          |                            |
| Frankel, Amy Total:                                   |              | 100.00    |          |                            |
| Garvey, Diane<br>GARVEY<br>9122017                    | 9/12/2017    | 637.00    | 0.00     | 10/03/2017                 |
| 205-503-515-5270 Purchased program services           |              |           |          | Fitness Summer Sessions    |
| 9122017 Total:                                        |              | 637.00    |          |                            |
| Garvey, Diane Total:                                  |              | 637.00    |          |                            |
| Groot Recycling & Waste Services<br>GROOT<br>15231374 | 8/31/2017    | 1,909.44  | 0.00     | 10/03/2017                 |
| 101-440-514-5230 Garbage & recycling                  |              |           |          | 22280-002/Public Works     |
| 15231374 Total:                                       |              | 1,909.44  |          |                            |
| 15235191                                              | 8/14/2017    | 1,335.17  | 0.00     | 10/03/2017                 |
| 101-440-514-5230 Garbage & recycling                  |              |           |          | 22280-001/Public Works     |
| 15235191 Total:                                       |              | 1,335.17  |          |                            |
| 15237194                                              | 9/1/2017     | 58,269.98 | 0.00     | 10/03/2017                 |
| 101-440-514-5230 Garbage & recycling                  |              |           |          | 1229-001/Community pick up |

## Return to VB Agenda

| Invoice Number                                  | Invoice Date | Amount    | Quantity | Payment Date                  |
|-------------------------------------------------|--------------|-----------|----------|-------------------------------|
| Account Number                                  | Description  |           |          |                               |
| 15237194 Total:                                 |              | 58,269.98 |          |                               |
| 15237195                                        | 9/1/2017     | 738.89    | 0.00     | 10/03/2017                    |
| 101-440-514-5230 Garbage & recycling            |              |           |          | 1230-001/School District 74   |
| 15237195 Total:                                 |              | 738.89    |          |                               |
| 15237463                                        | 8/24/2017    | 690.00    | 0.00     | 10/03/2017                    |
| 101-440-514-5230 Garbage & recycling            |              |           |          | 1230-004/LWD School District  |
| 15237463 Total:                                 |              | 690.00    |          |                               |
| 15254737                                        | 9/1/2017     | 3,242.54  | 0.00     | 10/03/2017                    |
| 101-440-514-5230 Garbage & recycling            |              |           |          | 1231-001/Multi family pick up |
| 15254737 Total:                                 |              | 3,242.54  |          |                               |
| Groot Recycling & Waste S                       |              | 66,186.02 |          |                               |
| Henry Frerk Sons                                |              |           |          |                               |
| HENRYFRE                                        |              |           |          |                               |
| 2022566                                         | 8/23/2017    | 567.36    | 0.00     | 10/03/2017                    |
| 205-430-515-5730 Program supplies               |              |           |          | Rebar, tires                  |
| 2022566 Total:                                  |              | 567.36    |          |                               |
| Henry Frerk Sons Total:                         |              | 567.36    |          |                               |
| Illinois Finance Authority                      |              |           |          |                               |
| ILFINANC                                        |              |           |          |                               |
| 2017-2224                                       | 9/1/2017     | 12,500.00 | 0.00     | 10/03/2017                    |
| 330-000-573-7373 Principal-Illinois Finance Aut |              |           |          | T15 loan payment              |
| 2017-2224 Total:                                |              | 12,500.00 |          |                               |
| Illinois Finance Authority T                    |              | 12,500.00 |          |                               |

| Invoice Number                                                | Invoice Date | Amount | Quantity | Payment Date                                        |  |
|---------------------------------------------------------------|--------------|--------|----------|-----------------------------------------------------|--|
| Account Number                                                |              |        |          | Description                                         |  |
| JMI Instrument Company<br>JMI<br>CPR5977                      | 8/28/2017    | 356.57 | 0.00     | 10/03/2017                                          |  |
| 660-620-519-5730 Program supplies                             |              |        |          | Yokogawa Chart                                      |  |
|                                                               |              |        |          |                                                     |  |
| CPR5977 Total:                                                |              | 356.57 |          |                                                     |  |
|                                                               |              |        |          |                                                     |  |
| JMI Instrument Company T                                      |              | 356.57 |          |                                                     |  |
|                                                               |              |        |          |                                                     |  |
| Joyce, Jim<br>JOYCEJIM<br>2TOURNSUM17                         | 9/7/2017     | 187.50 | 0.00     | 10/03/2017                                          |  |
| 205-540-515-5615 Awards                                       |              |        |          | Sunday Softball Summer 2nd Place tournament winners |  |
|                                                               |              |        |          |                                                     |  |
| 2TOURNSUM17 Total:                                            |              | 187.50 |          |                                                     |  |
|                                                               |              |        |          |                                                     |  |
| Joyce, Jim Total:                                             |              | 187.50 |          |                                                     |  |
|                                                               |              |        |          |                                                     |  |
| Koolhin, Minna<br>KOOLHIN<br>106399-000                       | 9/12/2017    | 74.09  | 0.00     | 10/03/2017                                          |  |
| 660-000-110-1230 Water customer receivables                   |              |        |          | Resident moved/Credit balance refunded              |  |
|                                                               |              |        |          |                                                     |  |
| 106399-000 Total:                                             |              | 74.09  |          |                                                     |  |
|                                                               |              |        |          |                                                     |  |
| Koolhin, Minna Total:                                         |              | 74.09  |          |                                                     |  |
|                                                               |              |        |          |                                                     |  |
| Motion Picture Licensing Corporation<br>MOTIONPI<br>504107552 | 9/6/2017     | 558.89 | 0.00     | 10/03/2017                                          |  |
| 205-500-515-5599 Other contractual                            |              |        |          | Public performance license                          |  |
|                                                               |              |        |          |                                                     |  |
| 504107552 Total:                                              |              | 558.89 |          |                                                     |  |
|                                                               |              |        |          |                                                     |  |
| Motion Picture Licensing C                                    |              | 558.89 |          |                                                     |  |

## Return to VB Agenda

| Invoice Number                                 | Invoice Date | Amount | Quantity | Payment Date                    |
|------------------------------------------------|--------------|--------|----------|---------------------------------|
| Account Number                                 | Description  |        |          |                                 |
| NAPA                                           |              |        |          |                                 |
| NAPA                                           |              |        |          |                                 |
| 277863                                         | 8/24/2017    | 76.33  | 0.00     | 10/03/2017                      |
| 660-620-519-5480 R&M - vehicles                |              |        |          | Oil cool hose for Tractor #7    |
| 277863 Total:                                  |              | 76.33  |          |                                 |
| 277923                                         | 8/25/2017    | 56.47  | 0.00     | 10/03/2017                      |
| 205-430-515-5480 R&M - vehicles                |              |        |          | Paint for Trailer               |
| 277923 Total:                                  |              | 56.47  |          |                                 |
| 278383                                         | 8/29/2017    | 81.49  | 0.00     | 10/03/2017                      |
| 205-430-515-5480 R&M - vehicles                |              |        |          | Bearing for Trailer             |
| 278383 Total:                                  |              | 81.49  |          |                                 |
| NAPA Total:                                    |              | 214.29 |          |                                 |
| National Government Services, Inc              |              |        |          |                                 |
| MEDICNAT                                       |              |        |          |                                 |
| 091317                                         | 9/13/2017    | 318.13 | 0.00     | 10/03/2017                      |
| 101-000-410-4315 Ambulance & EMS fees          |              |        |          | Reimburse for ambulance invoice |
| 091317 Total:                                  |              | 318.13 |          |                                 |
| National Government Serv                       |              | 318.13 |          |                                 |
| Neims, Vickie                                  |              |        |          |                                 |
| NEIMSVI                                        |              |        |          |                                 |
| 091417                                         | 9/14/2017    | 96.00  | 0.00     | 10/03/2017                      |
| 205-000-210-2430 Parks and Recs Control Deposi |              |        |          | Refund Class cancelled          |
| 091417 Total:                                  |              | 96.00  |          |                                 |
| Neims, Vickie Total:                           |              | 96.00  |          |                                 |



| Invoice Number                                      | Invoice Date | Amount | Quantity | Payment Date                         |  |
|-----------------------------------------------------|--------------|--------|----------|--------------------------------------|--|
| Account Number                                      |              |        |          | Description                          |  |
| Osborne, Kathy<br>OSBORNE<br>091217                 | 9/12/2017    | 210.00 | 0.00     | 10/03/2017                           |  |
| 205-000-210-2430 Parks and Recs Control Deposi      |              |        |          | Refund Tennis Class                  |  |
| 091217 Total:                                       |              | 210.00 |          |                                      |  |
| Osborne, Kathy Total:                               |              | 210.00 |          |                                      |  |
| Patten Industries<br>PATTEN<br>PM600267064          | 9/5/2017     | 609.00 | 0.00     | 10/03/2017                           |  |
| 101-420-511-5405 R&M - buildings                    |              |        |          | Monitor generator 6/1/17 thru 7/1/18 |  |
| PM600267064 Total:                                  |              | 609.00 |          |                                      |  |
| Patten Industries Total:                            |              | 609.00 |          |                                      |  |
| Pitney Bowes<br>PITNEYBO<br>3101530811              | 8/31/2017    | 262.26 | 0.00     | 10/03/2017                           |  |
| 101-210-511-5440 R&M - office equipment             |              |        |          | Rental fees Aug 30 thru Sep 29       |  |
| 3101530811 Total:                                   |              | 262.26 |          |                                      |  |
| Pitney Bowes Total:                                 |              | 262.26 |          |                                      |  |
| PPG Architectural Finishes<br>PPGAR<br>944403087732 | 8/21/2017    | 818.12 | 0.00     | 10/03/2017                           |  |
| 101-440-513-5730 Program supplies                   |              |        |          | Glass beads, yellow paint            |  |
| 944403087732 Total:                                 |              | 818.12 |          |                                      |  |
| 944404058870                                        | 9/1/2017     | 535.08 | 0.00     | 10/03/2017                           |  |
| 101-440-513-5730 Program supplies                   |              |        |          | Yellow paint                         |  |

## Return to VB Agenda

| Invoice Number                     | Invoice Date | Amount   | Quantity | Payment Date                     |
|------------------------------------|--------------|----------|----------|----------------------------------|
| Account Number                     | Description  |          |          |                                  |
| 944404058870 Total:                |              | 535.08   |          |                                  |
| PPG Architectural Finishes         |              | 1,353.20 |          |                                  |
| Rabin, Randy                       |              |          |          |                                  |
| RABINR                             |              |          |          |                                  |
| 1TOURNSUM17                        | 9/7/2017     | 375.00   | 0.00     | 10/03/2017                       |
| 205-540-515-5615 Awards            |              |          |          | Sunday Softball Summer 1st Place |
| 1TOURNSUM17 Total:                 |              | 375.00   |          |                                  |
| Rabin, Randy Total:                |              | 375.00   |          |                                  |
| Rainbow Farm                       |              |          |          |                                  |
| RAINBOWF                           |              |          |          |                                  |
| 35252                              | 9/11/2017    | 325.00   | 0.00     | 10/03/2017                       |
| 101-440-513-5599 Other Contractual |              |          |          | Woodchips removal                |
| 35252 Total:                       |              | 325.00   |          |                                  |
| Rainbow Farm Total:                |              | 325.00   |          |                                  |
| Raynor Door Co                     |              |          |          |                                  |
| RAYNOR                             |              |          |          |                                  |
| 17-14830                           | 9/5/2017     | 80.91    | 0.00     | 10/03/2017                       |
| 101-420-511-5405 R&M - buildings   |              |          |          | Brake solenoid                   |
| 17-14830 Total:                    |              | 80.91    |          |                                  |
| Raynor Door Co Total:              |              | 80.91    |          |                                  |
| Sam's Club                         |              |          |          |                                  |
| SAMSCCL                            |              |          |          |                                  |
| 090617                             | 9/6/2017     | 99.33    | 0.00     | 10/03/2017                       |

| Invoice Number                               | Invoice Date | Amount | Quantity | Payment Date                               |  |
|----------------------------------------------|--------------|--------|----------|--------------------------------------------|--|
| Account Number                               |              |        |          | Description                                |  |
| 205-520-515-5645 Concessions & food          |              |        |          | Club Kid snack                             |  |
| 090617 Total:                                |              | 99.33  |          |                                            |  |
| Sam's Club Total:                            |              | 99.33  |          |                                            |  |
| Sitelis, Maria<br>SITELIS<br>9102017         | 9/10/2017    | 534.80 | 0.00     | 10/03/2017                                 |  |
| 205-503-515-5270 Purchased program services  |              |        |          | Fitness Summer Session                     |  |
| 9102017 Total:                               |              | 534.80 |          |                                            |  |
| Sitelis, Maria Total:                        |              | 534.80 |          |                                            |  |
| Snap-On Industrial<br>SNAPON<br>ARV/33368202 | 8/10/2017    | 163.94 | 0.00     | 10/03/2017                                 |  |
| 101-410-511-5730 Program supplies            |              |        |          | Tools for Shop                             |  |
| ARV/33368202 Total:                          |              | 163.94 |          |                                            |  |
| ARV/33453557                                 | 8/22/2017    | 89.94  | 0.00     | 10/03/2017                                 |  |
| 101-410-511-5730 Program supplies            |              |        |          | Tools for Shop                             |  |
| ARV/33453557 Total:                          |              | 89.94  |          |                                            |  |
| Snap-On Industrial Total:                    |              | 253.88 |          |                                            |  |
| Swid Sales Corp<br>SWIDSALE<br>29364         | 9/12/2017    | 119.86 | 0.00     | 10/03/2017                                 |  |
| 205-430-515-5480 R&M - vehicles              |              |        |          | Batteries for Squad #210 and Truck #8 & 17 |  |
| 29364                                        | 9/12/2017    | 169.60 | 0.00     | 10/03/2017                                 |  |
| 101-300-512-5480 R&M - vehicles              |              |        |          | Batteries for Squad #210 and Truck #8 & 17 |  |
| 29364                                        | 9/12/2017    | 239.72 | 0.00     | 10/03/2017                                 |  |
| 101-440-513-5480 R&M - vehicles              |              |        |          | Batteries for Squad #210 and Truck #8 & 17 |  |

| Invoice Number                                | Invoice Date | Amount | Quantity | Payment Date                                  |
|-----------------------------------------------|--------------|--------|----------|-----------------------------------------------|
| Account Number                                | Description  |        |          |                                               |
| 29364 Total:                                  |              | 529.18 |          |                                               |
| Swid Sales Corp Total:                        |              | 529.18 |          |                                               |
| Traffic Control & Protection                  |              |        |          |                                               |
| TRAFFICC                                      |              |        |          |                                               |
| 90234                                         | 8/30/2017    | 429.85 | 0.00     | 10/03/2017                                    |
| 217-000-561-6100 Land acquisition & improveme |              |        |          | Signs for Trail Head parking lot              |
| 90234 Total:                                  |              | 429.85 |          |                                               |
| Traffic Control & Protectio                   |              | 429.85 |          |                                               |
| Trizetto Provider Solutions                   |              |        |          |                                               |
| TRIZETTO                                      |              |        |          |                                               |
| 7108091700                                    | 9/1/2017     | 159.18 | 0.00     | 10/03/2017                                    |
| 101-000-410-4315 Ambulance & EMS fees         |              |        |          | Claims transaction fee for ambulance invoices |
| 7108091700 Total:                             |              | 159.18 |          |                                               |
| Trizetto Provider Solutions                   |              | 159.18 |          |                                               |
| United Dispatch, LLC                          |              |        |          |                                               |
| 303                                           |              |        |          |                                               |
| 42221                                         | 9/1/2017     | 30.00  | 0.00     | 10/03/2017                                    |
| 205-570-515-5280 Subsidized taxi program      |              |        |          | Taxi Coupon - August                          |
| 42221 Total:                                  |              | 30.00  |          |                                               |
| United Dispatch, LLC Tota                     |              | 30.00  |          |                                               |
| Valdez, Lucina                                |              |        |          |                                               |
| VALDEZ                                        |              |        |          |                                               |
| 091317                                        | 9/13/2017    | 332.00 | 0.00     | 10/03/2017                                    |

| Invoice Number                                 | Invoice Date | Amount    | Quantity | Payment Date                     |  |
|------------------------------------------------|--------------|-----------|----------|----------------------------------|--|
| Account Number                                 |              |           |          | Description                      |  |
| 205-000-210-2430 Parks and Recs Control Deposi |              |           |          | Refund - Community Center rental |  |
| 091317 Total:                                  |              | 332.00    |          |                                  |  |
| Valdez, Lucina Total:                          |              | 332.00    |          |                                  |  |
| Varughese, Neha<br>VARUGH<br>091217            | 9/12/2017    | 105.00    | 0.00     | 10/03/2017                       |  |
| 205-000-210-2430 Parks and Recs Control Deposi |              |           |          | Refund - Tennis                  |  |
| 091217 Total:                                  |              | 105.00    |          |                                  |  |
| Varughese, Neha Total:                         |              | 105.00    |          |                                  |  |
| Report Total:                                  |              | 91,954.93 |          |                                  |  |

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 09/25/2017 - 4:33PM  
Batch: 00102.10.2017



| Invoice Number                      | Invoice Date | Amount | Quantity | Payment Date |                              |
|-------------------------------------|--------------|--------|----------|--------------|------------------------------|
| Account Number                      | Description  |        |          |              |                              |
| ADS LLC                             |              |        |          |              |                              |
| ADSLLC                              |              |        |          |              |                              |
| INV-07019                           | 9/14/2017    | 301.77 | 0.00     | 10/03/2017   |                              |
| 660-620-519-5730 Program supplies   |              |        |          |              | Battery Packs for Flow meter |
| INV-07019 Total:                    |              | 301.77 |          |              |                              |
| ADS LLC Total:                      |              | 301.77 |          |              |                              |
| Alpha Baking Company                |              |        |          |              |                              |
| ALPHABAK                            |              |        |          |              |                              |
| 170055213002                        | 8/1/2017     | 173.62 | 0.00     | 10/03/2017   |                              |
| 205-563-515-5645 Concessions & food |              |        |          |              | Concession stand bread order |
| 170055213002 Total:                 |              | 173.62 |          |              |                              |
| Alpha Baking Company To             |              | 173.62 |          |              |                              |
| American First Aid Services         |              |        |          |              |                              |
| AFAS INC                            |              |        |          |              |                              |
| 52612                               | 7/13/2017    | 455.45 | 0.00     | 10/03/2017   |                              |
| 205-560-515-5730 Program supplies   |              |        |          |              | Pool First Aid supplies      |
| 52612 Total:                        |              | 455.45 |          |              |                              |
| American First Aid Service          |              | 455.45 |          |              |                              |

## Return to VB Agenda

| Invoice Number                              | Invoice Date | Amount   | Quantity | Payment Date                       |
|---------------------------------------------|--------------|----------|----------|------------------------------------|
| Account Number                              | Description  |          |          |                                    |
| American Red Cross Health & Safety Services |              |          |          |                                    |
| AMERRED                                     |              |          |          |                                    |
| 22048284                                    | 9/13/2017    | 1,650.00 | 0.00     | 10/03/2017                         |
| 205-560-515-5590 Training                   |              |          |          | Lifeguard auditing services        |
|                                             |              |          |          |                                    |
| 22048284 Total:                             |              | 1,650.00 |          |                                    |
|                                             |              |          |          |                                    |
| American Red Cross Healt                    |              | 1,650.00 |          |                                    |
|                                             |              |          |          |                                    |
| American Traffic Solutions                  |              |          |          |                                    |
| ATS                                         |              |          |          |                                    |
| INV00025145                                 | 8/31/2017    | 5,531.00 | 0.00     | 10/03/2017                         |
| 101-300-512-5599 Other contractual          |              |          |          | Monthly Contractual Fee - August   |
|                                             |              |          |          |                                    |
| INV00025145 Total:                          |              | 5,531.00 |          |                                    |
|                                             |              |          |          |                                    |
| American Traffic Solutions                  |              | 5,531.00 |          |                                    |
|                                             |              |          |          |                                    |
| Best Quality Cleaning, Inc.                 |              |          |          |                                    |
| BESTQU                                      |              |          |          |                                    |
| 21461                                       | 9/20/2017    | 2,813.34 | 0.00     | 10/03/2017                         |
| 101-420-511-5240 Janitorial                 |              |          |          | Cleaning Services - September 2017 |
| 21461                                       | 9/20/2017    | 416.66   | 0.00     | 10/03/2017                         |
| 205-571-515-5240 Janitorial                 |              |          |          | Cleaning Services - September 2017 |
|                                             |              |          |          |                                    |
| 21461 Total:                                |              | 3,230.00 |          |                                    |
|                                             |              |          |          |                                    |
| Best Quality Cleaning, Inc.                 |              | 3,230.00 |          |                                    |
|                                             |              |          |          |                                    |
| Call One                                    |              |          |          |                                    |
| CALLONE                                     |              |          |          |                                    |
| 1129134                                     | 9/15/2017    | 1,145.95 | 0.00     | 10/03/2017                         |
| 101-210-511-5580 Telephone                  |              |          |          | Telephone Services/Admin/Police    |
|                                             |              |          |          |                                    |
| 1129134 Total:                              |              | 1,145.95 |          |                                    |
| 1129136                                     | 9/15/2017    | 370.48   | 0.00     | 10/03/2017                         |

| Invoice Number                            | Invoice Date | Amount   | Quantity | Payment Date                                |  |
|-------------------------------------------|--------------|----------|----------|---------------------------------------------|--|
| Account Number                            |              |          |          | Description                                 |  |
| 101-210-511-5580 Telephone                |              |          |          | Telephone Services/NORCOM                   |  |
| 1129136 Total:                            |              | 370.48   |          |                                             |  |
| 1129137                                   | 9/15/2017    | 40.59    | 0.00     | 10/03/2017                                  |  |
| 101-210-511-5580 Telephone                |              |          |          | Telephone Services/Aquatic                  |  |
| 1129137 Total:                            |              | 40.59    |          |                                             |  |
| 1129140                                   | 9/15/2017    | 43.05    | 0.00     | 10/03/2017                                  |  |
| 660-610-519-5580 Telephone                |              |          |          | Telephone Services/Public Works             |  |
| 1129140 Total:                            |              | 43.05    |          |                                             |  |
| 1129141                                   | 9/15/2017    | 43.19    | 0.00     | 10/03/2017                                  |  |
| 660-610-519-5580 Telephone                |              |          |          | Telephone Services/Pump House               |  |
| 1129141 Total:                            |              | 43.19    |          |                                             |  |
| 1129143                                   | 9/15/2017    | 512.88   | 0.00     | 10/03/2017                                  |  |
| 101-210-511-5580 Telephone                |              |          |          | Telephone Services/Municipal Center         |  |
| 1129143 Total:                            |              | 512.88   |          |                                             |  |
| 129144                                    | 9/15/2017    | 263.00   | 0.00     | 10/03/2017                                  |  |
| 101-210-511-5580 Telephone                |              |          |          | Telephone Services/Connection to Red Center |  |
| 129144 Total:                             |              | 263.00   |          |                                             |  |
| 96780016416                               | 9/15/2017    | 408.08   | 0.00     | 10/03/2017                                  |  |
| 101-210-511-5580 Telephone                |              |          |          | Telephone Services/PRI Data                 |  |
| 96780016416 Total:                        |              | 408.08   |          |                                             |  |
| Call One Total:                           |              | 2,827.22 |          |                                             |  |
| Canon Solutions America<br>CANN<br>440228 | 9/1/2017     | 61.71    | 0.00     | 10/03/2017                                  |  |
| 101-210-511-5440 R&M - office equipment   |              |          |          | Copier Maintenance - Sept, Usage - Aug      |  |



## Return to VB Agenda

| Invoice Number                                    | Invoice Date | Amount | Quantity | Payment Date                         |
|---------------------------------------------------|--------------|--------|----------|--------------------------------------|
| Account Number                                    | Description  |        |          |                                      |
| 440228 Total:                                     |              | 61.71  |          |                                      |
| Canon Solutions America T                         |              | 61.71  |          |                                      |
| Cassidy Tire<br>CASSIDYT<br>6183761               | 8/22/2017    | 189.40 | 0.00     | 10/03/2017                           |
| 205-430-515-5480 R&M - vehicles                   |              |        |          | Tire and turf for golf cart          |
| 6183761                                           | 8/22/2017    | 43.50  | 0.00     | 10/03/2017                           |
| 101-440-513-5480 R&M - vehicles                   |              |        |          | Tire and turf for golf cart          |
| 6183761 Total:                                    |              | 232.90 |          |                                      |
| 6183879                                           | 8/30/2017    | 88.75  | 0.00     | 10/03/2017                           |
| 660-620-519-5480 R&M - vehicles                   |              |        |          | Mount and Balance Tire for Truck #4  |
| 6183879 Total:                                    |              | 88.75  |          |                                      |
| 6184108                                           | 9/13/2017    | 150.00 | 0.00     | 10/03/2017                           |
| 101-300-512-5480 R&M - vehicles                   |              |        |          | Tires for Squad 216                  |
| 6184108 Total:                                    |              | 150.00 |          |                                      |
| Cassidy Tire Total:                               |              | 471.65 |          |                                      |
| Chicago Communications, LLC<br>CHGOCOMM<br>294889 | 9/8/2017     | 816.05 | 0.00     | 10/03/2017                           |
| 101-300-512-5410 R&M - communications equipm      |              |        |          | Portable radio maintenance - October |
| 294889 Total:                                     |              | 816.05 |          |                                      |
| Chicago Communications,                           |              | 816.05 |          |                                      |
| Emcor Services Team Mechanical Inc<br>EMCOR       |              |        |          |                                      |

## Return to VB Agenda

| Invoice Number                               | Invoice Date | Amount   | Quantity | Payment Date                        |
|----------------------------------------------|--------------|----------|----------|-------------------------------------|
| Account Number                               | Description  |          |          |                                     |
| 930004914                                    | 8/29/2017    | 973.30   | 0.00     | 10/03/2017                          |
| 205-563-515-5405 Repairs and Maint. Building |              |          |          | Concession Stand ice machine repair |
| 930004914 Total:                             |              | 973.30   |          |                                     |
| Emcor Services Team Mec                      |              | 973.30   |          |                                     |
| Galls Incorporated                           |              |          |          |                                     |
| GALLS                                        |              |          |          |                                     |
| 008229344                                    | 9/6/2017     | 131.60   | 0.00     | 10/03/2017                          |
| 101-300-512-5070 Uniform allowance           |              |          |          | Uniform items                       |
| 008229344 Total:                             |              | 131.60   |          |                                     |
| Galls Incorporated Total:                    |              | 131.60   |          |                                     |
| Great Lakes Coca Cola Distribution           |              |          |          |                                     |
| GREATLAC                                     |              |          |          |                                     |
| 9503380214                                   | 7/1/2017     | 150.00   | 0.00     | 10/03/2017                          |
| 101-210-511-5730 Program supplies            |              |          |          | Lease for pop machines              |
| 9503380214 Total:                            |              | 150.00   |          |                                     |
| Great Lakes Coca Cola Dis                    |              | 150.00   |          |                                     |
| Halogen                                      |              |          |          |                                     |
| HALOGEN                                      |              |          |          |                                     |
| 510423                                       | 9/20/2017    | 1,888.00 | 0.00     | 10/03/2017                          |
| 205-560-515-5630 Chemicals - swimming pool   |              |          |          | Pool closing chemicals              |
| 510423 Total:                                |              | 1,888.00 |          |                                     |
| Halogen Total:                               |              | 1,888.00 |          |                                     |

Interstate Billing Service, Inc

| Invoice Number                    | Invoice Date | Amount    | Quantity | Payment Date                       |
|-----------------------------------|--------------|-----------|----------|------------------------------------|
| Account Number                    | Description  |           |          |                                    |
| INTERBIL                          |              |           |          |                                    |
| 3007180107                        | 7/24/2017    | 12,711.21 | 0.00     | 10/03/2017                         |
| 101-440-513-5480 R&M - vehicles   |              |           |          | Engine, long block for Truck #5    |
| 3007180107 Total:                 |              | 12,711.21 |          |                                    |
| Interstate Billing Service, I     |              | 12,711.21 |          |                                    |
| Kieca, Michael                    |              |           |          |                                    |
| KIECA                             |              |           |          |                                    |
| REIM091117MKM                     | 9/11/2017    | 60.00     | 0.00     | 10/03/2017                         |
| 101-300-512-5840 Meals            |              |           |          | Reimburse - Meals                  |
| REIM091117MKM Total:              |              | 60.00     |          |                                    |
| Kieca, Michael Total:             |              | 60.00     |          |                                    |
| Lakeshore Recycling Systems       |              |           |          |                                    |
| LAKESHR                           |              |           |          |                                    |
| 170625                            | 8/31/2017    | 95.00     | 0.00     | 10/03/2017                         |
| 205-430-515-5730 Program supplies |              |           |          | Weekly Service - Centennial Park   |
| 170625 Total:                     |              | 95.00     |          |                                    |
| Lakeshore Recycling Syste         |              | 95.00     |          |                                    |
| Lowe's Business Acc/GECE          |              |           |          |                                    |
| LOWES                             |              |           |          |                                    |
| 2059409                           | 9/13/2017    | 71.24     | 0.00     | 10/03/2017                         |
| 101-300-512-5730 Program supplies |              |           |          | Replacement chip key for Squad #31 |
| 2059409 Total:                    |              | 71.24     |          |                                    |
| Lowe's Business Acc/GEC           |              | 71.24     |          |                                    |

| Invoice Number                     | Invoice Date | Amount | Quantity | Payment Date                             |  |
|------------------------------------|--------------|--------|----------|------------------------------------------|--|
| Account Number                     |              |        |          | Description                              |  |
| NAPA                               |              |        |          |                                          |  |
| NAPA                               |              |        |          |                                          |  |
| 279932                             | 9/12/2017    | 33.98  | 0.00     | 10/03/2017                               |  |
| 101-300-512-5480 R&M - vehicles    |              |        |          | Wiper blades                             |  |
| 279932 Total:                      |              | 33.98  |          |                                          |  |
| NAPA Total:                        |              | 33.98  |          |                                          |  |
| New Pig Corporation                |              |        |          |                                          |  |
| NEWPIG                             |              |        |          |                                          |  |
| 22287496-00                        | 9/6/2017     | 160.32 | 0.00     | 10/03/2017                               |  |
| 101-410-511-5730 Program supplies  |              |        |          | Rags for Shop                            |  |
| 22287496-00 Total:                 |              | 160.32 |          |                                          |  |
| New Pig Corporation Total          |              | 160.32 |          |                                          |  |
| North East Multi-Regional Training |              |        |          |                                          |  |
| NORTHEST                           |              |        |          |                                          |  |
| 224027                             | 8/31/2017    | 400.00 | 0.00     | 10/03/2017                               |  |
| 101-300-512-5590 Training          |              |        |          | Training - Interviews and Interrogations |  |
| 224027 Total:                      |              | 400.00 |          |                                          |  |
| North East Multi-Regional          |              | 400.00 |          |                                          |  |
| Novatronics                        |              |        |          |                                          |  |
| NOVATRO                            |              |        |          |                                          |  |
| 5416119                            | 9/14/2017    | 275.00 | 0.00     | 10/03/2017                               |  |
| 205-560-515-5405 R&M - buildings   |              |        |          | Service Call - Repairs pool pump         |  |
| 5416119 Total:                     |              | 275.00 |          |                                          |  |
| Novatronics Total:                 |              | 275.00 |          |                                          |  |

| Invoice Number                          | Invoice Date                | Amount   | Quantity | Payment Date                                      |
|-----------------------------------------|-----------------------------|----------|----------|---------------------------------------------------|
| Account Number                          | Description                 |          |          |                                                   |
| Print Xpress<br>PRINTX                  |                             |          |          |                                                   |
| U091501                                 | 9/15/2017                   | 1,275.00 | 0.00     | 10/03/2017                                        |
| 101-300-512-5560                        | Printing & copying services |          |          | Printing - Warning tickets                        |
| U091501 Total:                          |                             | 1,275.00 |          |                                                   |
| Print Xpress Total:                     |                             | 1,275.00 |          |                                                   |
| Psisteria Greek Tavern<br>PSIS          |                             |          |          |                                                   |
| 49                                      | 9/19/2017                   | 195.00   | 0.00     | 10/03/2017                                        |
| 101-100-511-5840                        | Meals                       |          |          | Dinner for July 18th Village Board meeting        |
| 49                                      | 9/19/2017                   | 160.00   | 0.00     | 10/03/2017                                        |
| 101-100-511-5840                        | Meals                       |          |          | Dinner for Sept. 19th Village Board meeting       |
| 49 Total:                               |                             | 355.00   |          |                                                   |
| Psisteria Greek Tavern Tota             |                             | 355.00   |          |                                                   |
| Robbins, Salomon & Patt, LTD<br>RS&PLTD |                             |          |          |                                                   |
| 216446                                  | 9/12/2017                   | 1,290.00 | 0.00     | 10/03/2017                                        |
| 101-230-511-5399                        | Other professional services |          |          | Municipal Prosecution/Traffic Violations - August |
| 216446 Total:                           |                             | 1,290.00 |          |                                                   |
| 216447                                  | 9/12/2017                   | 1,057.50 | 0.00     | 10/03/2017                                        |
| 101-230-511-5399                        | Other professional services |          |          | Adjudicative Hearings - August                    |
| 216447 Total:                           |                             | 1,057.50 |          |                                                   |
| Robbins, Salomon & Patt,                |                             | 2,347.50 |          |                                                   |
| Russo Power Equipment<br>RUSSO          |                             |          |          |                                                   |

| Invoice Number                                               | Invoice Date | Amount   | Quantity | Payment Date                            |
|--------------------------------------------------------------|--------------|----------|----------|-----------------------------------------|
| Account Number                                               | Description  |          |          |                                         |
| 4253993                                                      | 7/14/2017    | 13.98    | 0.00     | 10/03/2017                              |
| 101-440-513-5480 R&M - vehicles                              |              |          |          | Throttle cable, spark plugs for Streets |
| 4253993 Total:                                               |              | 13.98    |          |                                         |
| Russo Power Equipment T                                      |              | 13.98    |          |                                         |
| Secretary of State License Renewal<br>SECOSTAT<br>SOS1240198 | 9/20/2017    | 101.00   | 0.00     | 10/03/2017                              |
| 101-300-512-5599 Other contractual                           |              |          |          | Standard Title/Plate transfer           |
| SOS1240198 Total:                                            |              | 101.00   |          |                                         |
| SOS4658792                                                   | 9/20/2017    | 101.00   | 0.00     | 10/03/2017                              |
| 101-300-512-5599 Other contractual                           |              |          |          | Standard Title/Plate transfer           |
| SOS4658792 Total:                                            |              | 101.00   |          |                                         |
| Secretary of State License                                   |              | 202.00   |          |                                         |
| The Mulch Center<br>THEMULC<br>31519                         | 9/7/2017     | 1,400.00 | 0.00     | 10/03/2017                              |
| 205-430-515-5730 Program supplies                            |              |          |          | Engineered wood fiber                   |
| 31519 Total:                                                 |              | 1,400.00 |          |                                         |
| The Mulch Center Total:                                      |              | 1,400.00 |          |                                         |
| VCG Uniform<br>VCGUNIFO<br>19089                             | 9/19/2017    | 45.50    | 0.00     | 10/03/2017                              |
| 101-300-512-5070 Uniform allowance                           |              |          |          | Uniform allowance                       |
| 19089 Total:                                                 |              | 45.50    |          |                                         |

## Return to VB Agenda

| Invoice Number            | Invoice Date                          | Amount    | Quantity | Payment Date |
|---------------------------|---------------------------------------|-----------|----------|--------------|
| Account Number            | Description                           |           |          |              |
| 19090                     | 9/19/2017                             | 1,229.75  | 0.00     | 10/03/2017   |
| 101-300-512-5070          | Uniform allowance                     |           |          |              |
| 19090 Total:              |                                       | 1,229.75  |          |              |
| 19091                     | 9/19/2017                             | 948.35    | 0.00     | 10/03/2017   |
| 101-300-512-5070          | Uniform allowance                     |           |          |              |
| 19091 Total:              |                                       | 948.35    |          |              |
| VCG Uniform Total:        |                                       | 2,223.60  |          |              |
| Westmont Auto Parts       |                                       |           |          |              |
| WESTMONT                  |                                       |           |          |              |
| 16871                     | 8/16/2017                             | 171.56    | 0.00     | 10/03/2017   |
| 101-300-512-5480          | R&M - vehicles Pads and rotors for PD |           |          |              |
| 16871 Total:              |                                       | 171.56    |          |              |
| Westmont Auto Parts Total |                                       | 171.56    |          |              |
| Report Total:             |                                       | 40,456.76 |          |              |

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 09/25/2017 - 4:33PM  
Batch: 00103.10.2017



| Invoice Number | Invoice Date | Amount | Quantity | Payment Date |
|----------------|--------------|--------|----------|--------------|
| Account Number |              |        |          | Description  |

Active Electrical Supply Co. Inc. & Fox Lighting  
ACTIVELE

|                                                 |           |        |      |             |
|-------------------------------------------------|-----------|--------|------|-------------|
| 10507751-00                                     | 9/20/2017 | 140.40 | 0.00 | 10/03/2017  |
| 101-440-513-5290 Street lights & traffic signal |           |        |      | Light bulbs |

|                    |  |        |  |  |
|--------------------|--|--------|--|--|
| 10507751-00 Total: |  | 140.40 |  |  |
|--------------------|--|--------|--|--|

|                                                 |           |        |      |                     |
|-------------------------------------------------|-----------|--------|------|---------------------|
| 10507754-00                                     | 9/20/2017 | 569.22 | 0.00 | 10/03/2017          |
| 101-440-513-5290 Street lights & traffic signal |           |        |      | Electrical supplies |

|                    |  |        |  |  |
|--------------------|--|--------|--|--|
| 10507754-00 Total: |  | 569.22 |  |  |
|--------------------|--|--------|--|--|

|                                                 |           |      |      |             |
|-------------------------------------------------|-----------|------|------|-------------|
| 10507759-00                                     | 9/20/2017 | 5.62 | 0.00 | 10/03/2017  |
| 101-440-513-5290 Street lights & traffic signal |           |      |      | Cutting Oil |

|                    |  |      |  |  |
|--------------------|--|------|--|--|
| 10507759-00 Total: |  | 5.62 |  |  |
|--------------------|--|------|--|--|

|                            |  |        |  |  |
|----------------------------|--|--------|--|--|
| Active Electrical Supply C |  | 715.24 |  |  |
|----------------------------|--|--------|--|--|

Airgas USA LLC  
AIRGAS

|                               |           |        |      |                                 |
|-------------------------------|-----------|--------|------|---------------------------------|
| 9947254100                    | 9/30/2017 | 291.81 | 0.00 | 10/03/2017                      |
| 101-350-512-5660 EMS supplies |           |        |      | Oxygen cylinders for ambulances |

|                   |  |        |  |  |
|-------------------|--|--------|--|--|
| 9947254100 Total: |  | 291.81 |  |  |
|-------------------|--|--------|--|--|

|                       |  |        |  |  |
|-----------------------|--|--------|--|--|
| Airgas USA LLC Total: |  | 291.81 |  |  |
|-----------------------|--|--------|--|--|

Amazon



| Invoice Number                               | Invoice Date | Amount | Quantity | Payment Date           |
|----------------------------------------------|--------------|--------|----------|------------------------|
| Account Number                               | Description  |        |          |                        |
| AMAZON                                       |              |        |          |                        |
| 143818496279                                 | 8/21/2017    | 21.98  | 0.00     | 10/03/2017             |
| 101-440-513-5730 Program supplies            |              |        |          | Phone Accessories      |
| 143818496279 Total:                          |              | 21.98  |          |                        |
| 1465962497461                                | 8/15/2017    | 26.51  | 0.00     | 10/03/2017             |
| 101-300-512-5620 Books & publications        |              |        |          | Book                   |
| 1465962497461 Total:                         |              | 26.51  |          |                        |
| 172320278266                                 | 8/21/2017    | 10.92  | 0.00     | 10/03/2017             |
| 101-400-511-5730 Program supplies            |              |        |          | Poly Pockets           |
| 172320278266 Total:                          |              | 10.92  |          |                        |
| 175588748704                                 | 8/21/2017    | 39.95  | 0.00     | 10/03/2017             |
| 101-250-511-6530 Equipment - data processing |              |        |          | PC Replacement program |
| 175588748704 Total:                          |              | 39.95  |          |                        |
| 175589924572                                 | 8/23/2017    | -39.95 | 0.00     | 10/03/2017             |
| 101-250-511-6530 Equipment - data processing |              |        |          | Refund                 |
| 175589924572 Total:                          |              | -39.95 |          |                        |
| 211308938999                                 | 8/14/2017    | 7.99   | 0.00     | 10/03/2017             |
| 101-400-511-5730 Program supplies            |              |        |          | Paper                  |
| 211308938999 Total:                          |              | 7.99   |          |                        |
| 232263043902                                 | 9/4/2017     | 12.99  | 0.00     | 10/03/2017             |
| 101-200-511-5700 Office supplies             |              |        |          | Mounting bracket       |
| 232263043902 Total:                          |              | 12.99  |          |                        |
| 232269671495                                 | 9/1/2017     | 169.99 | 0.00     | 10/03/2017             |
| 101-200-511-5700 Office supplies             |              |        |          | TV for Breakroom       |
| 232269671495 Total:                          |              | 169.99 |          |                        |
| 240245826615                                 | 8/31/2017    | 18.01  | 0.00     | 10/03/2017             |
| 101-410-511-5730 Program supplies            |              |        |          | Paper                  |

| Invoice Number   | Invoice Date                | Amount | Quantity | Payment Date              |
|------------------|-----------------------------|--------|----------|---------------------------|
| Account Number   | Description                 |        |          |                           |
| 240245826615     | Total:                      | 18.01  |          |                           |
| 256090517263     | 8/29/2017                   | 23.39  | 0.00     | 10/03/2017                |
| 101-300-512-5730 | Program supplies            |        |          | Gas mask                  |
| 256090517263     | Total:                      | 23.39  |          |                           |
| 266584958022     | 8/29/2017                   | 91.78  | 0.00     | 10/03/2017                |
| 101-300-512-5730 | Program supplies            |        |          | Police supplies           |
| 266584958022     | Total:                      | 91.78  |          |                           |
| 266586905592     | 8/29/2017                   | 32.98  | 0.00     | 10/03/2017                |
| 101-300-512-5730 | Program supplies            |        |          | Patrol belt               |
| 266586905592     | Total:                      | 32.98  |          |                           |
| 282291339767     | 9/4/2017                    | 36.76  | 0.00     | 10/03/2017                |
| 101-300-512-5730 | Program supplies            |        |          | Printer                   |
| 282291339767     | Total:                      | 36.76  |          |                           |
| 282293461774     | 8/30/2017                   | 94.30  | 0.00     | 10/03/2017                |
| 101-300-512-5730 | Program supplies            |        |          | Medical items             |
| 282293461774     | Total:                      | 94.30  |          |                           |
| 293894586612     | 8/15/2017                   | 25.99  | 0.00     | 10/03/2017                |
| 101-250-511-5640 | Computer supplies           |        |          | Case for Trustees         |
| 293894586612     | Total:                      | 25.99  |          |                           |
| 55406249274      | 8/14/2017                   | 184.98 | 0.00     | 10/03/2017                |
| 101-400-511-5730 | Program supplies            |        |          | TV bracket for Break Room |
| 55406249274      | Total:                      | 184.98 |          |                           |
| 68219781312      | 9/5/2017                    | 169.00 | 0.00     | 10/03/2017                |
| 101-250-511-6530 | Equipment - data processing |        |          | Printer for FD            |
| 68219781312      | Total:                      | 169.00 |          |                           |

## Return to VB Agenda

| Invoice Number                     | Invoice Date | Amount   | Quantity | Payment Date                             |
|------------------------------------|--------------|----------|----------|------------------------------------------|
| Account Number                     | Description  |          |          |                                          |
| 77199521416                        | 8/15/2017    | 17.99    | 0.00     | 10/03/2017                               |
| 660-620-519-5730 Program supplies  |              |          |          | Keyboard                                 |
| 77199521416 Total:                 |              | 17.99    |          |                                          |
| 86680026523                        | 8/29/2017    | 12.39    | 0.00     | 10/03/2017                               |
| 101-400-511-5730 Program supplies  |              |          |          | White Board                              |
| 86680026523 Total:                 |              | 12.39    |          |                                          |
| 89414732952                        | 8/10/2017    | 39.45    | 0.00     | 10/03/2017                               |
| 101-250-511-5640 Computer supplies |              |          |          | Converter                                |
| 89414732952 Total:                 |              | 39.45    |          |                                          |
| 98255217750                        | 9/1/2017     | 62.79    | 0.00     | 10/03/2017                               |
| 101-200-511-5700 Office supplies   |              |          |          | File cabinet                             |
| 98255217750 Total:                 |              | 62.79    |          |                                          |
| Amazon Total:                      |              | 1,060.19 |          |                                          |
| Averus<br>AVERIS                   |              |          |          |                                          |
| 958999                             | 9/12/2017    | 33.00    | 0.00     | 10/03/2017                               |
| 101-350-512-5499 R&M - other       |              |          |          | Baffles for kitchen suppression          |
| 958999 Total:                      |              | 33.00    |          |                                          |
| Averus Total:                      |              | 33.00    |          |                                          |
| Bound Tree Medical, LLC<br>BOUND   |              |          |          |                                          |
| 82620106                           | 9/11/2017    | 1,623.32 | 0.00     | 10/03/2017                               |
| 101-350-512-5660 EMS supplies      |              |          |          | Splints, tourniquets, gauze, burn sheets |
| 82620106 Total:                    |              | 1,623.32 |          |                                          |
| 82621776                           | 9/12/2017    | 47.29    | 0.00     | 10/03/2017                               |

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date |
|----------------|--------------|--------|----------|--------------|
| Account Number |              |        |          | Description  |

|                                              |           |          |      |                                               |
|----------------------------------------------|-----------|----------|------|-----------------------------------------------|
| 101-350-512-5660 EMS supplies                |           |          |      | Stethoscope                                   |
| 82621776 Total:                              |           | 47.29    |      |                                               |
| Bound Tree Medical, LLC                      |           | 1,670.61 |      |                                               |
| Brozville Graphics<br>BROZVILL<br>B0076      | 9/14/2017 | 225.00   | 0.00 | 10/03/2017                                    |
| 101-350-512-5560 Printing & copying services |           |          |      | Business cards                                |
| B0076 Total:                                 |           | 225.00   |      |                                               |
| Brozville Graphics Total:                    |           | 225.00   |      |                                               |
| Cassidy Tire<br>CASSIDYT<br>6183869          | 8/29/2017 | 839.92   | 0.00 | 10/03/2017                                    |
| 101-440-513-5480 R&M - vehicles              |           |          |      | Rear tire, mount & balance tire for Truck #25 |
| 6183869 Total:                               |           | 839.92   |      |                                               |
| Cassidy Tire Total:                          |           | 839.92   |      |                                               |
| Chicago Tribune<br>CHGOTRIB<br>5166955       | 9/8/2017  | 33.74    | 0.00 | 10/03/2017                                    |
| 101-120-511-5510 Advertising                 |           |          |      | Legal notice - CD                             |
| 5166955                                      | 9/8/2017  | 33.75    | 0.00 | 10/03/2017                                    |
| 101-120-511-5510 Advertising                 |           |          |      | Legal notice - CD                             |
| 5166955 Total:                               |           | 67.49    |      |                                               |
| Chicago Tribune Total:                       |           | 67.49    |      |                                               |

| Invoice Number                               | Invoice Date | Amount   | Quantity | Payment Date   |
|----------------------------------------------|--------------|----------|----------|----------------|
| Account Number                               | Description  |          |          |                |
| ClientFirst Consulting Group, LLC            |              |          |          |                |
| CLIENTFI                                     |              |          |          |                |
| 8060                                         | 8/31/2017    | 8,468.75 | 0.00     | 10/03/2017     |
| 101-250-511-5320 Consulting                  |              |          |          | IT Support     |
| 8060 Total:                                  |              | 8,468.75 |          |                |
| 8061                                         | 8/31/2017    | 127.50   | 0.00     | 10/03/2017     |
| 101-000-210-2650 Contractor Permits Payable  |              |          |          | IT Support CD  |
| 8061 Total:                                  |              | 127.50   |          |                |
| 8062                                         | 8/31/2017    | 1,170.00 | 0.00     | 10/03/2017     |
| 660-620-519-5320 Consulting                  |              |          |          | IT Support PW  |
| 8062 Total:                                  |              | 1,170.00 |          |                |
| 8063                                         | 8/31/2017    | 350.00   | 0.00     | 10/03/2017     |
| 101-250-511-5320 Consulting                  |              |          |          | IT Mgmt        |
| 8063 Total:                                  |              | 350.00   |          |                |
| 8064                                         | 8/31/2017    | 143.75   | 0.00     | 10/03/2017     |
| 101-250-511-5320 Consulting                  |              |          |          | Backups        |
| 8064 Total:                                  |              | 143.75   |          |                |
| 8065                                         | 8/31/2017    | 565.00   | 0.00     | 10/03/2017     |
| 101-250-511-5320 Consulting                  |              |          |          | Expungement    |
| 8065 Total:                                  |              | 565.00   |          |                |
| 8066                                         | 8/31/2017    | 688.75   | 0.00     | 10/03/2017     |
| 101-250-511-5320 Consulting                  |              |          |          | NWS Upgrade    |
| 8066 Total:                                  |              | 688.75   |          |                |
| 8067                                         | 8/31/2017    | 7,705.00 | 0.00     | 10/03/2017     |
| 101-250-511-6530 Equipment - data processing |              |          |          | PC Replacement |
| 8067 Total:                                  |              | 7,705.00 |          |                |
| 8068                                         | 8/31/2017    | 382.50   | 0.00     | 10/03/2017     |

| Invoice Number                               | Invoice Date | Amount    | Quantity | Payment Date                              |  |
|----------------------------------------------|--------------|-----------|----------|-------------------------------------------|--|
| Account Number                               |              |           |          | Description                               |  |
| 101-250-511-6530 Equipment - data processing |              |           |          | PD Video server replacement               |  |
| 8068 Total:                                  |              | 382.50    |          |                                           |  |
| 8069                                         | 8/31/2017    | 3,532.00  | 0.00     | 10/03/2017                                |  |
| 101-250-511-5320 Consulting                  |              |           |          | PD Dispatch TV Relocation                 |  |
| 8069 Total:                                  |              | 3,532.00  |          |                                           |  |
| ClientFirst Consulting Gro                   |              | 23,133.25 |          |                                           |  |
| Emcor Services Team Mechanical Inc<br>EMCOR  |              |           |          |                                           |  |
| 930005124                                    | 9/13/2017    | 921.08    | 0.00     | 10/03/2017                                |  |
| 101-420-511-5405 R&M - buildings             |              |           |          | Preventative maintenance for Bldgs - Sept |  |
| 930005124 Total:                             |              | 921.08    |          |                                           |  |
| Emcor Services Team Mec                      |              | 921.08    |          |                                           |  |
| FSCI Corporate Office<br>FSCI                |              |           |          |                                           |  |
| 2017-1238                                    | 8/7/2017     | 225.00    | 0.00     | 10/03/2017                                |  |
| 101-240-517-5399 Other professional services |              |           |          | 6638 N. Knox                              |  |
| 2017-1238 Total:                             |              | 225.00    |          |                                           |  |
| 2017-1317R                                   | 8/7/2017     | 225.00    | 0.00     | 10/03/2017                                |  |
| 101-240-517-5399 Other professional services |              |           |          | 3725 Columbia                             |  |
| 2017-1317R Total:                            |              | 225.00    |          |                                           |  |
| FSCI Corporate Office Tot                    |              | 450.00    |          |                                           |  |
| Golden West Industrial Supply<br>GOLDEN      |              |           |          |                                           |  |
| 2085555                                      | 8/25/2017    | 272.16    | 0.00     | 10/03/2017                                |  |

## Return to VB Agenda

| Invoice Number                                      | Invoice Date | Amount | Quantity | Payment Date                      |
|-----------------------------------------------------|--------------|--------|----------|-----------------------------------|
| Account Number                                      | Description  |        |          |                                   |
| 101-350-512-5665 Firefighting supplies              |              |        |          | Safety glasses                    |
| 2085555 Total:                                      |              | 272.16 |          |                                   |
| Golden West Industrial Sup                          |              | 272.16 |          |                                   |
| Grainger<br>GRAINGER<br>9548735852                  | 9/6/2017     | 52.80  | 0.00     | 10/03/2017                        |
| 101-350-512-5799 Other materials & supplies         |              |        |          | Soap dispensers                   |
| 9548735852 Total:                                   |              | 52.80  |          |                                   |
| 9561126765                                          | 9/20/2017    | 122.30 | 0.00     | 10/03/2017                        |
| 660-620-519-5730 Program supplies                   |              |        |          | Reflective tape for Water Dept    |
| 9561126765 Total:                                   |              | 122.30 |          |                                   |
| 9561911786                                          | 9/20/2017    | 73.38  | 0.00     | 10/03/2017                        |
| 660-620-519-5730 Program supplies                   |              |        |          | Reflective tape for Water Dept    |
| 9561911786 Total:                                   |              | 73.38  |          |                                   |
| Grainger Total:                                     |              | 248.48 |          |                                   |
| Heritage Crystal Clean, LLC<br>HERITAGE<br>14757267 | 9/7/2017     | 80.77  | 0.00     | 10/03/2017                        |
| 660-620-519-5675 Lubricants & fluids                |              |        |          | Anti freeze and oil for PW trucks |
| 14757267                                            | 9/7/2017     | 80.77  | 0.00     | 10/03/2017                        |
| 205-430-515-5675 Lubricants & fluids                |              |        |          | Anti freeze and oil for PW trucks |
| 14757267                                            | 9/7/2017     | 80.78  | 0.00     | 10/03/2017                        |
| 101-410-511-5675 Lubricants and Fluids              |              |        |          | Anti freeze and oil for PW trucks |
| 14757267                                            | 9/7/2017     | 80.77  | 0.00     | 10/03/2017                        |
| 101-440-513-5675 Lubricants & fluids                |              |        |          | Anti freeze and oil for PW trucks |
| 14757267 Total:                                     |              | 323.09 |          |                                   |

| Invoice Number                            | Invoice Date | Amount | Quantity | Payment Date                             |
|-------------------------------------------|--------------|--------|----------|------------------------------------------|
| Account Number                            | Description  |        |          |                                          |
| Heritage Crystal Clean, LL                |              | 323.09 |          |                                          |
| Lowe's Business Acc/GECE                  |              |        |          |                                          |
| LOWES                                     |              |        |          |                                          |
| 01781                                     | 9/15/2017    | 5.68   | 0.00     | 10/03/2017                               |
| 205-430-515-5730 Program supplies         |              |        |          | Screws for Fest                          |
| 01781 Total:                              |              | 5.68   |          |                                          |
| 02262                                     | 9/21/2017    | 6.18   | 0.00     | 10/03/2017                               |
| 101-420-511-5405 R&M - buildings          |              |        |          | Electrical parts                         |
| 02262 Total:                              |              | 6.18   |          |                                          |
| 02543                                     | 9/13/2017    | 30.73  | 0.00     | 10/03/2017                               |
| 101-410-511-5730 Program supplies         |              |        |          | Air freshner, oil primer & spray paint   |
| 02543 Total:                              |              | 30.73  |          |                                          |
| 02558                                     | 9/13/2017    | 109.14 | 0.00     | 10/03/2017                               |
| 205-430-515-5730 Program supplies         |              |        |          | Goof off, towels & detergent             |
| 02558 Total:                              |              | 109.14 |          |                                          |
| 02561                                     | 9/13/2017    | 129.20 | 0.00     | 10/03/2017                               |
| 205-430-515-5730 Program supplies         |              |        |          | Steel rebar pins for Parks               |
| 02561 Total:                              |              | 129.20 |          |                                          |
| 02656                                     | 9/14/2017    | 72.92  | 0.00     | 10/03/2017                               |
| 101-420-511-5405 R&M - buildings          |              |        |          | Electrical parts for Building renovation |
| 02656 Total:                              |              | 72.92  |          |                                          |
| 02673                                     | 9/14/2017    | 29.68  | 0.00     | 10/03/2017                               |
| 101-420-511-5730 Program supplies         |              |        |          | Super glue and latex gloves              |
| 02673 Total:                              |              | 29.68  |          |                                          |
| 02761                                     | 9/15/2017    | 170.30 | 0.00     | 10/03/2017                               |
| 660-620-519-5769 Street materials - Other |              |        |          | Concrete mix, screwdriver bit & level    |



## Return to VB Agenda

| Invoice Number                    | Invoice Date            | Amount | Quantity | Payment Date                            |  |
|-----------------------------------|-------------------------|--------|----------|-----------------------------------------|--|
| Account Number                    |                         |        |          | Description                             |  |
|                                   | 02761 Total:            | 170.30 |          |                                         |  |
| 02780                             | 9/16/2017               | 11.42  | 0.00     | 10/03/2017                              |  |
| 101-420-511-5405 R&M - buildings  |                         |        |          | Sleeve anchor with bolts & hex bolt     |  |
|                                   | 02780 Total:            | 11.42  |          |                                         |  |
| 02803                             | 9/16/2017               | 23.43  | 0.00     | 10/03/2017                              |  |
| 101-420-511-5405 R&M - buildings  |                         |        |          | Hole saw                                |  |
|                                   | 02803 Total:            | 23.43  |          |                                         |  |
| 02808                             | 9/16/2017               | 8.81   | 0.00     | 10/03/2017                              |  |
| 101-420-511-5405 R&M - buildings  |                         |        |          | Split bolt for Transformer replacement  |  |
|                                   | 02808 Total:            | 8.81   |          |                                         |  |
| 02980                             | 9/18/2017               | 71.07  | 0.00     | 10/03/2017                              |  |
| 660-620-519-5730 Program supplies |                         |        |          | Red paint for fire hydrants             |  |
|                                   | 02980 Total:            | 71.07  |          |                                         |  |
| 08151                             | 9/21/2017               | 33.86  | 0.00     | 10/03/2017                              |  |
| 101-440-513-5730 Program supplies |                         |        |          | Propane tank                            |  |
|                                   | 08151 Total:            | 33.86  |          |                                         |  |
| 2167                              | 9/20/2017               | 193.35 | 0.00     | 10/03/2017                              |  |
| 205-560-515-5405 R&M - buildings  |                         |        |          | Pool filter room winterization supplies |  |
|                                   | 2167 Total:             | 193.35 |          |                                         |  |
|                                   | Lowe's Business Acc/GEC | 895.77 |          |                                         |  |
| Mac Millin Hydraulic Engineering  |                         |        |          |                                         |  |
| MACMILL                           |                         |        |          |                                         |  |
| 182934                            | 9/13/2017               | 21.06  | 0.00     | 10/03/2017                              |  |
| 101-440-513-5480 R&M - vehicles   |                         |        |          | Hydraulic plugs for vehicles            |  |
| 182934                            | 9/13/2017               | 21.06  | 0.00     | 10/03/2017                              |  |
| 205-430-515-5480 R&M - vehicles   |                         |        |          | Hydraulic plugs for vehicles            |  |

| Invoice Number                            | Invoice Date | Amount   | Quantity | Payment Date                  |
|-------------------------------------------|--------------|----------|----------|-------------------------------|
| Account Number                            | Description  |          |          |                               |
| 182934                                    | 9/13/2017    | 21.06    | 0.00     | 10/03/2017                    |
| 660-620-519-5480 R&M - vehicles           |              |          |          | Hydraulic plugs for vehicles  |
| 182934                                    | 9/13/2017    | 21.06    | 0.00     | 10/03/2017                    |
| 101-420-511-5480 R&M - vehicles           |              |          |          | Hydraulic plugs for vehicles  |
| 182934 Total:                             |              | 84.24    |          |                               |
| Mac Millin Hydraulic Engi                 |              | 84.24    |          |                               |
| Mihalescu, Daniel                         |              |          |          |                               |
| MIHALESC                                  |              |          |          |                               |
| 170296                                    | 6/1/2017     | 2,000.00 | 0.00     | 10/03/2017                    |
| 101-000-210-2620 Contractor bonds payable |              |          |          | Refund street opening deposit |
| 170296 Total:                             |              | 2,000.00 |          |                               |
| Mihalescu, Daniel Total:                  |              | 2,000.00 |          |                               |
| NAPA                                      |              |          |          |                               |
| NAPA                                      |              |          |          |                               |
| 279106                                    | 9/5/2017     | 25.99    | 0.00     | 10/03/2017                    |
| 205-430-515-5730 Program supplies         |              |          |          | Soap for Touch a Truck        |
| 279106 Total:                             |              | 25.99    |          |                               |
| 279108                                    | 9/5/2017     | 25.99    | 0.00     | 10/03/2017                    |
| 205-430-515-5730 Program supplies         |              |          |          | Soap for Touch a Truck        |
| 279108 Total:                             |              | 25.99    |          |                               |
| 279110                                    | 9/5/2017     | 39.48    | 0.00     | 10/03/2017                    |
| 205-430-515-5730 Program supplies         |              |          |          | Degreaser for Touch a Truck   |
| 279110 Total:                             |              | 39.48    |          |                               |
| 280898                                    | 9/20/2017    | 14.27    | 0.00     | 10/03/2017                    |
| 205-430-515-5480 R&M - vehicles           |              |          |          | Truck 29 parts                |

| Invoice Number                                 | Invoice Date | Amount     | Quantity | Payment Date                              |
|------------------------------------------------|--------------|------------|----------|-------------------------------------------|
| Account Number                                 | Description  |            |          |                                           |
| 280898 Total:                                  |              | 14.27      |          |                                           |
| 280933                                         | 9/20/2017    | 8.13       | 0.00     | 10/03/2017                                |
| 101-440-513-5480 R&M - vehicles                |              |            |          | Truck 5 parts                             |
| 280933 Total:                                  |              | 8.13       |          |                                           |
| NAPA Total:                                    |              | 113.86     |          |                                           |
| Nettle Creek Nursery                           |              |            |          |                                           |
| NETTLE                                         |              |            |          |                                           |
| 3                                              | 9/19/2017    | 122,601.84 | 0.00     | 10/03/2017                                |
| 465-000-561-6310 Land Acquisition              |              |            |          | Lincoln Ave Median Project Pay request #3 |
| 3                                              | 9/19/2017    | -15,287.66 | 0.00     | 10/03/2017                                |
| 465-000-561-6310 Land Acquisition              |              |            |          | Less: 10% retainage                       |
| 3 Total:                                       |              | 107,314.18 |          |                                           |
| Nettle Creek Nursery Total                     |              | 107,314.18 |          |                                           |
| North Suburban Employee Benefit                |              |            |          |                                           |
| NSEBENEF                                       |              |            |          |                                           |
| October,2017                                   | 9/15/2017    | 9,886.00   | 0.00     | 10/03/2017                                |
| 102-000-210-2028 Dental insurance premium with |              |            |          | Dental bill - Oct                         |
| October,2017 Total:                            |              | 9,886.00   |          |                                           |
| North Suburban Employee                        |              | 9,886.00   |          |                                           |
| Nu Toys Leisure Products                       |              |            |          |                                           |
| NUTOYS                                         |              |            |          |                                           |
| 46642                                          | 9/7/2017     | 28.55      | 0.00     | 10/03/2017                                |
| 205-430-515-5470 R&M - Recreation equipment    |              |            |          | Playground hardware for repairs           |
| 46642 Total:                                   |              | 28.55      |          |                                           |

## Return to VB Agenda

| Invoice Number                                         | Invoice Date | Amount   | Quantity | Payment Date               |
|--------------------------------------------------------|--------------|----------|----------|----------------------------|
| Account Number                                         | Description  |          |          |                            |
| <hr/>                                                  |              |          |          |                            |
| Nu Toys Leisure Products T                             |              | 28.55    |          |                            |
| Sievert Electric Service & Sales<br>SIEVERTE<br>S53086 | 7/28/2017    | 357.50   | 0.00     | 10/03/2017                 |
| 101-350-512-5499 R&M - other                           |              |          |          | Hoist inspection & repairs |
| S53086 Total:                                          |              | 357.50   |          |                            |
| Sievert Electric Service &                             |              | 357.50   |          |                            |
| Standard Equipment Company<br>STANDARD<br>P01187       | 9/14/2017    | 417.80   | 0.00     | 10/03/2017                 |
| 101-440-513-5480 R&M - vehicles                        |              |          |          | Main broom for Sweeper #2  |
| P01187 Total:                                          |              | 417.80   |          |                            |
| P01241                                                 | 9/18/2017    | 116.40   | 0.00     | 10/03/2017                 |
| 101-440-513-5480 R&M - vehicles                        |              |          |          | Main broom for Sweeper #2  |
| P01241 Total:                                          |              | 116.40   |          |                            |
| Standard Equipment Comp                                |              | 534.20   |          |                            |
| The Mulch Center<br>THEMULC<br>31727                   | 9/13/2017    | 1,400.00 | 0.00     | 10/03/2017                 |
| 205-430-515-5680 Landscaping supplies                  |              |          |          | Playground mulch           |
| 31727 Total:                                           |              | 1,400.00 |          |                            |
| The Mulch Center Total:                                |              | 1,400.00 |          |                            |

Zoll Medical Corporation GPO

| Invoice Number | Invoice Date | Amount | Quantity | Payment Date |
|----------------|--------------|--------|----------|--------------|
| Account Number |              |        |          | Description  |

|                               |           |        |      |               |
|-------------------------------|-----------|--------|------|---------------|
| ZOLLMEDC                      |           |        |      |               |
| 2522153                       | 5/12/2017 | 420.00 | 0.00 | 10/03/2017    |
| 101-350-512-5660 EMS supplies |           |        |      | CPR stat padz |

|                |        |
|----------------|--------|
| 2522153 Total: | 420.00 |
|----------------|--------|

|                            |        |
|----------------------------|--------|
| Zoll Medical Corporation G | 420.00 |
|----------------------------|--------|

|               |            |
|---------------|------------|
| Report Total: | 153,285.62 |
|---------------|------------|

# Request For Board Action

**REFERRED TO BOARD:** October 3, 2017

**AGENDA ITEM NO:** 1

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of the Following: A) an Ordinance Amending Sections 12-6-6-6 and 12-6-9 of the Village Code Regarding the Village's Fee-in-Lieu of Stormwater Detention Regulations and B) a Resolution Amending the Annual Fee Resolution Regarding the Fee-in-Lieu of Stormwater Detention

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

At the September 19, 2017 Committee of the Whole meeting, the Village Board discussed proposed changes to the Village Code pertaining to payment of a fee-in-lieu of constructing required stormwater detention as part of private development projects. Currently, the Village Code requires developments that are tributary to a sanitary sewer to construct stormwater detention regardless of the size of the development. Properties that are tributary to a storm sewer need only construct stormwater detention if the disturbed area is greater than 0.5 acre. All projects that disturb an area greater than 0.5 acre are subject to the Metropolitan Water Reclamation District of Greater Chicago's (MWRD) Watershed Management Ordinance (WMO) and its requirements for the construction of stormwater improvements.

Currently, the Village Code allows developers to pay a fee-in-lieu of constructing stormwater detention if they are able to demonstrate that construction of detention cannot reasonably be provided. The current fee is \$8.00 per cubic foot of required detention that is not constructed and is not to exceed 5% of the total construction cost of the project. In reviewing recent developments, staff determined that the actual cost of constructing underground stormwater detention is approximately \$18.00 to \$20.00 per cubic foot. At the September 19, 2017 Committee of the Whole meeting, staff presented three recommended changes to the Village Code.

### **1. Increase Fee and Cap**

It is recommended to increase the fee to \$30.00 per cubic foot in an amount not to exceed 10% of the project cost and that rate is to be evaluated compared to the market every five years. The purpose of this recommendation is to set the fee-in-lieu of detention at a rate that encourages construction of detention, but also provides sufficient revenue for regional projects if a developer decides to pay the fee. This fee is the same as what is charged by the City of Park Ridge. The 10% cap on construction cost is intended to provide a limit that reflects the cost of constructing stormwater detention, but ensures the fee does not become unreasonable compared to the cost of the project.

### **2. Detention Credit**

It is recommended that when a developer constructs stormwater retention that they are provided a credit against the amount of detention required as part of the project. Retention provides a greater

benefit than detention because the water does not leave the site, but instead percolates into the ground, reducing the impact on the Village's sewer system. Detention credits are included in the MWRD and DuPage County WMOs. It is recommended that the detention credit be at a rate of one cubic foot per cubic foot of retention constructed.

### 3. Hardship Clause

The current Village Code includes a clause that requires that in order for the fee-in-lieu of detention to be paid, the Village Engineer must determine that detention cannot reasonably be constructed. This hardship clause is subjective and does not provide clear guidance to staff or developers. It is recommended that it be removed and replaced with a requirement that a developer must reduce the amount of impervious surface on the property in order to be eligible to pay the fee-in-lieu of detention.

During the September 19, 2017 Committee of the Whole meeting, a majority of the Village Board concurred with the recommended changes to the Village Code.

Staff also recommends a minor "housekeeping" change to the Village Code that was not discussed at the Committee of the Whole meeting. Section 12-6-9 (A) states a developer shall pay a fee if, "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." Section 12-6-6-9 was amended by Ordinance No. 2017-3252 to remove the specified minimum size for a restrictor since smaller restrictors do not have maintenance problems if designed properly and have devices to protect them from clogging debris. For this reason, Section 12-6-9 (A) is no longer necessary and can be removed.

### FINANCIAL IMPACT:

None

### DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Proposed Resolution
3. September 19, 2017 Committee of the Whole Memo

### RECOMMENDED MOTION:

**Move to approve** the following: A) an Ordinance Amending Sections 12-6-6-6 and 12-6-9 of the Village Code regarding the Village's fee-in-lieu of stormwater detention regulations and B) a Resolution amending the Annual Fee Resolution regarding the fee-in-lieu of stormwater detention.

**VILLAGE OF LINCOLNWOOD**

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

**AN ORDINANCE AMENDING SECTIONS 12-6-6-6 AND 12-6-9 OF  
THE MUNICIPAL CODE OF LINCOLNWOOD REGARDING THE VILLAGE'S  
FEE IN LIEU OF STORMWATER DETENTION REGULATIONS**

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

Published in pamphlet form  
by the authority of the  
President and Board of Trustees  
of the Village of Lincolnwood,  
Cook County, Illinois this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017

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



**VILLAGE OF LINCOLNWOOD**

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

**AN ORDINANCE AMENDING SECTIONS 12-6-6-6 AND 12-6-9 OF  
THE MUNICIPAL CODE OF LINCOLNWOOD REGARDING THE VILLAGE'S  
FEE IN LIEU OF STORMWATER DETENTION REGULATIONS**

WHEREAS, Article 6 of Chapter 12 of the "Municipal Code of Lincolnwood," as amended ("**Village Code**"), sets forth the stormwater management regulations of the Village, and provide, among other things, for required onsite stormwater detention ("**Required Detention**"); and

WHEREAS, Section 12-6-9 of the Village Code provides that a fee in lieu of the Required Detention must be paid under certain circumstances ("**Fee in Lieu Regulations**"); and

WHEREAS, the Village President and Board of Trustees desire to amend the Fee in Lieu Regulations, and related provisions of Section 12-6-6-6 of the Village Code, to update and clarify the circumstances for which a fee in lieu must be paid; and

WHEREAS, the President and Board of Trustees have found and determined that it will serve and be in the best interest of the Village to amend Section 12-6-9 of 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. STORMWATER DETENTION. Section 12-6-6-6 of the Village Code is hereby amended to read as follows:

“12-6-6-6: STORMWATER DETENTION.

Stormwater detention sized in accordance with MWRD requirements must be provided for all developments tributary to a storm sewer, if the area of disturbance is greater than or equal to 0.50 acre, using the parameters noted in this Article 6, except that the one-hundred-year release rate shall be as found in the effective MWRD Watershed Management Ordinance. Stormwater detention sized in accordance with the MWRD requirements must be provided for all developments tributary to a combined sewer, regardless of area of disturbance, using the parameters noted in this Article 6. **The size of the required detention for projects with a disturbed area up to three acres shall be based on the parameters set forth in this Article 6, less the total cubic feet of stormwater retention constructed in the area of disturbance.**”

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

SECTION 3. FEE IN LIEU OF DETENTION. Section 12-6-9 of the Village Code is hereby repealed in its entirety and replaced as follows:

“12-6-9: FEE IN LIEU OF DETENTION.

The developer or owner shall pay to the Village a fee per cubic foot of required stormwater detention not provided, in the amount set forth in the Annual Fee Resolution, when:

- (A) In the judgment of the Village Engineer, the proposed development will not cause an increase in the existing rate of runoff from the property;
- (B) In the judgment of the Village Engineer, the proposed development will not cause an increase in subsequent detrimental effects to downstream properties; and
- (C) The proposed development is a reconstruction of an existing property having an existing impervious lot coverage of 75% or greater, and the impervious lot coverage on the property will be reduced by the proposed development.

Such fee shall not exceed 10% of the construction cost of the proposed development, as determined by the Director of Community Development, and 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 approval of the Village Engineer.”

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

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

[SIGNATURE PAGE FOLLOWS]

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

PASSED this 3<sup>rd</sup> day of October, 2017.

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

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

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

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

APPROVED by me this 3<sup>rd</sup> day of October, 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

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

**VILLAGE OF LINCOLNWOOD**

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

**A RESOLUTION AMENDING THE ANNUAL FEE RESOLUTION  
REGARDING THE FEE-IN-LIEU OF STORMWATER DETENTION**

WHEREAS, on October 3, 2017, the Village President and Board of Trustees adopted Ordinance No. 2017-\_\_\_\_\_, amending the stormwater detention fee-in-lieu provisions set forth in Section 12-6-9 of the Municipal Code of Lincolnwood, as amended; and

WHEREAS, the President and Board of Trustees have determined that it is appropriate to amend Exhibit A of Resolution No. R2016-1907 ("***Annual Fee Resolution***") to amend the amount of the stormwater detention fee-in-lieu; and

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

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. AMENDMENT. Exhibit A of the Annual Fee Resolution is hereby amended as follows:

| <u>Code Section</u> | <u>Subject</u>                      | <u>Fee/Fine</u>                                                                                                                                                                                                                                                          |
|---------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12-6-9(B)           | Fee in lieu of stormwater detention | \$8 <del>\$30</del> per cubic foot of required stormwater detention not provided, not to exceed 5% <b><u>10%</u></b> of <del>the</del> construction cost of development as determined by the <del>Village Engineer</del> <b><u>Director of Community Development</u></b> |

SECTION 3. 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 3<sup>rd</sup> day of October, 2017.

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

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

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

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

APPROVED by me this 3rd day of October, 2017.

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Barry I. 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

#53732161\_v1



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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>Table 1. Surrounding Community Requirements</b> |                                                                  |                                         |
|----------------------------------------------------|------------------------------------------------------------------|-----------------------------------------|
| <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.<br>(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>Table 2. Construction vs. Fee-In-Lieu Costs</b> |                                   |                                            |                                             |                                               |
|----------------------------------------------------|-----------------------------------|--------------------------------------------|---------------------------------------------|-----------------------------------------------|
| <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.

| Table 3. Detention Credits |                               |
|----------------------------|-------------------------------|
| County                     | Credit for Retention          |
| 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



# Request For Board Action

**REFERRED TO BOARD:** October 3, 2017

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Parks and Recreation

**SUBJECT:** Approval of a Recommendation by the Parks and Recreation Board to Adopt 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 \$53,640.50

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

During the 2005-2006 fiscal year, a Playground Replacement Program was established as part of the Village Capital Improvement Plan. The goal of the program is to gradually replace the aging, outdated playgrounds in the Village parks. To date, Columbia, Kildare, Rossi, Goebelt, Kenneth, Springfield, Drake, O'Brien and G.G. Rowell playgrounds have been replaced. After Central Park is completed, the priority for replacement is Proesel and then Flowers.

In the 2017-2018 budget, \$100,000 was allocated for playground replacement. Central Park, located at 6451 Central Park Avenue, was chosen as the next park in need of replacement. The playground equipment at Central Park is discolored and outdated and has been enjoyed for over 22 years.

Historically, the first step in the playground equipment replacement process is to initiate the Request for Proposal (RFP) process for the renovation of the playground. However for the Central Park playground renovation staff has the opportunity to leverage funding through the *Move With Us* playground grant offered through BCI Burke Company in which the playground equipment would be purchased from BCI Burke Company by utilizing the joint purchasing program. The grant provides up to 100% matching funds towards the purchase of BCI Burke playground equipment. The project budget for the playground renovation is \$100,000 which includes the purchase of the playground equipment and installation. Typically the amount spent on just the playground equipment is \$50,000-\$60,000. The *Move With Us* grant will match this dollar amount allowing us to receive \$98,000 in playground equipment for \$49,000. BCI Burke playground equipment is innovative, fun and quality equipment and is installed at many community park districts and schools in surrounding communities including Evanston, Wilmette and Glenview.

Staff is recommending award of the proposal for the purchase of playground equipment to BCI Burke Company. BCI Burke has a contract with the National Intergovernmental Purchasing Alliance (National IPA) in which the Village is a member. The contract was competitively bid by the National IPA who in turn awarded the contract to BCI Burke as the lowest responsible vendor. By utilizing the joint purchasing program, the *Move With Us* playground grant can be applied in which additional monies can be spent on the purchase of the playground equipment because it will be purchased at a 50%

discount. Upon award of the proposal the equipment will be ordered. Installation will occur by November 30, 2017.

**FINANCIAL IMPACT:**

The project budget for the Central Park playground renovation is \$100,000 which includes the purchase of the playground equipment and installation. Typically the amount spent on just the playground equipment is \$50,000-\$60,000. The *Move With Us* grant will match this dollar amount allowing us to receive \$100,000-\$120,000 in playground equipment at a 50% discount.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Playground Equipment Purchase Contract
3. Draft Minutes of the September 12, 2017 Parks and Recreation Board Meeting

**RECOMMENDED MOTION:**

**Move to approve** a Resolution to purchase playground equipment for the renovation of Central Park playground through the National IPA Contract #R170301 from BCI Burke Company, LLC of Fond Du Lac, Wisconsin in the amount of \$53,640.50.

**VILLAGE OF LINCOLNWOOD**

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF PLAYGROUND  
EQUIPMENT FROM BCI BURKE COMPANY, LLC, OF  
FOND DU LAC, WISCONSIN, IN THE AMOUNT OF \$53,640.50**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village is a member of the National Intergovernmental Purchasing Alliance ("**NIPA**"), a national purchasing cooperative that permits local governments to purchase commodities and services according to contracts negotiated by the NIPA, resulting in significant savings for the Village; and

WHEREAS, the Village Parks and Recreation Department has identified the need to purchase new playground equipment for Central Park ("**New Equipment**"); and

WHEREAS, the NIPA sought bids for the award of a contract for the purchase of the New Equipment ("**Purchase Contract**"); and

WHEREAS, NIPA identified BCI Burke Company, LLC, of Fond du Lac, Wisconsin, ("**Burke**"), as the low responsible bidder for the Purchase Contract; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase New Equipment from Burke, in the amount of \$53,640.50 in accordance with NIPA and the Purchase Contract;

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

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

SECTION 2. APPROVAL OF PURCHASE. The President and Board of Trustees hereby approve the purchase by the Village of the New Equipment from Burke, in the amount of \$53,640.50, in accordance with the NIPA and the Purchase Contract .

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the purchase authorized pursuant to Section Two of this Resolution.

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

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

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

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

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

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

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

\_\_\_\_\_  
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

## VILLAGE OF LINCOLNWOOD

### AGREEMENT FOR PURCHASE OF PLAYGROUND EQUIPMENT

**THIS AGREEMENT** is entered into this 3rd day of October 2017, between the Village of Lincolnwood, Illinois, an Illinois home rule municipal corporation, (**"Village"**) and BCI Burke Company, LLC, a Wisconsin limited liability company (**"Vendor"**).

**WHEREAS**, the Village is an Illinois home rule municipality and is authorized to enter into this Agreement; and

**WHEREAS**, the Vendor is a Wisconsin limited liability company and desires to enter into this Agreement with the Village; and

**WHEREAS**, the conditions contained in this Agreement, and the following attached exhibit incorporated by reference herein (collectively, **"Agreement Documents"**) constitute the full and complete agreement between the parties regarding the subject matter of this Agreement: Exhibit A: the Proposal submitted by Vendor (**"Proposal"**);

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

#### **SECTION 1: RECITALS**

The foregoing recitals are hereby adopted and incorporated as though fully set forth herein.

#### **SECTION 2: PURCHASE OF EQUIPMENT AND SERVICES; PAYMENT**

- A. The Village agrees to purchase from the Vendor, and Vendor agrees to sell to the goods described in the Proposal (collectively, **"Equipment"**) to be used in the renovation of the playground located at Central Park in Lincolnwood, Illinois. The total cost of Equipment and all labor and services related thereto shall be \$53,640.50, which includes all applicable shipping, insurance, applicable taxes, and other charges (the **"Purchase Price"**). All claims or rights to claim additional compensation by reason of the payment of any such shipping, insurance, tax, or other charges are hereby waived and released by the Vendor.
- B. The Parties acknowledge and agree that the Village has received a Move With Us grant to be used as part payment of the Purchase Price. In accordance with Move With Us grant requirements, the Purchase Price shall be paid by the Village to the Vendor prior to the shipment of the Equipment by the Vendor to the Village.
- C. The Village will hire a construction firm to install the Equipment (the **"Construction Firm"**). Upon execution of a contract between the Village and the Construction Firm for the installation of the Equipment, the Village will promptly notify Vendor of the name and contact information of the Construction Firm.
- D. Vendor shall assist the Village in supervising the Construction Firm to ensure that the

Construction Firm properly installs all Equipment.

- E. The Vendor shall answer all questions from the Village and the Construction Firm so that the Design Proposal may be properly implemented by the Village and the Construction Firm and so that all Equipment is properly installed.

**SECTION 3: DELIVERY DATE; ACCEPTANCE**

- A. The Equipment shall be delivered to the location designated by the Village, FOB Destination, at a time mutually agreed to by the Vendor and the Construction Firm, but in no event later than November 15, 2017. The Vendor bears all risk of loss, injury, or destruction of Equipment until acceptance by the Village pursuant to Section 3.B of this Agreement. No loss, injury, or destruction will release Vendor from any obligations hereunder.
- B. Upon receipt of the Equipment, the Village shall inspect the Equipment and the Village shall provide written acknowledgement to the Vendor either of: (i) the Village's acceptance of the Equipment; or (ii) of the Village's determination that the Equipment is either defective or not in conformity with the Proposal. Said notification of acceptance or of defects or nonconformity shall be made by the Village within 15 days after receipt of the Equipment. The Vendor shall have 10 days after receipt of notice of defects or nonconformity (or such longer period as the Village may agree to, in writing) to completely cure said deficiencies or nonconformities. The Village may return the Equipment to the Vendor if the Village does not accept the Equipment, at the Vendor's expense. The Village may, if the Vendor does not correct defects or nonconformity of the Equipment within the time period provided herein, elect to retain the Equipment and deduct from the Purchase Price the reasonable costs for the Village to correct or cure the defects or nonconformities. Notwithstanding anything to the contrary in this Section 3.B, if the Equipment is damaged at the time of acceptance by the Village, but the damage is not readily apparent at the time of acceptance, the Village has the right to return the Equipment or any part thereof to Vendor and the damaged Equipment will be returned to, and replaced by, Vendor, all at no cost to the Village.
- C. The Village may terminate this Agreement by written notice of default to the Vendor if: (i) the Vendor fails to make delivery of the Equipment within the time specified in Section 3.A of this Agreement; or (ii) the Vendor fails to completely cure deficiencies or nonconformities within the time specified in Section 3.B of this Agreement.
- D. If the Village terminates the Agreement, the Village may procure playground equipment similar to the Equipment, and the Vendor shall be liable to the Village for any excess costs for such playground equipment and any additional costs to install such playground equipment in excess of what it would cost the Village to install the Equipment, unless the Vendor provides acceptable evidence that failure to perform the Agreement was due to one of the following (each a "***Force Majeure Event***"): (1) acts of nature; (2) acts or failure to act on the part of any governmental authority other than the Village, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; (3) acts of war; (3) acts of civil or military authority; (4) embargoes; (5) work stoppages, strikes, lockouts, or labor disputes; (6) public disorders, civil violence or disobedience; (7) riots, blockages, sabotage, insurrection or rebellion; (8) epidemics; (9) terrorist acts; (10) fires or explosions; (11) nuclear accidents; (12)

earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (13) major environmental disturbances; or (14) vandalism.

#### **SECTION 4: WARRANTIES**

- A. All manufacturers' guarantees and warranties shall be delivered to the Village at the time of delivery of the Equipment. The Vendor will not be relieved of any obligation to the Village in performance of the Agreement due to failure to examine or receive documents, visit or become familiar with conditions under which the Equipment shall be used, or from facts of which the Vendor should have been aware. The Village shall consider all incidents of nonperformance of the Agreement related thereto as incidents of default and a breach of the Agreement.
- B. The Equipment, and all of its components, shall be of new, merchantable quality and, for a period of not less than one year after delivery to the Village: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design, under normal use and service; (2) shall strictly conform to the requirements of this Agreement; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Agreement. The warranties expressed herein shall be in addition to any other warranties applicable to the Equipment (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the Village.

#### **SECTION 5: INSURANCE**

The Vendor shall have in place at all times that this Agreement and any warranties on the Equipment are in effect adequate insurance, in an amount, and in a form and from companies, acceptable to the Village. The Vendor's maintenance of adequate insurance shall not be construed in any way as a limitation on the Vendor's liability for losses or damages under this Agreement.

#### **SECTION 6: INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor hereby agrees to indemnify, save harmless, and, at the Village's request, defend the Village and its officials, employees, agents and volunteers (collectively the ***"Indemnified Parties"***), against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Vendor's performance, or failure to perform, under this Agreement, including, without limitation, any failure to meet the representations and warranties set forth in this Agreement. If any of the Equipment delivered to the Village is protected by any patent or copyright, Vendor must indemnify and save harmless the Village from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person or entity on account of the use or sale of such articles by the Village in violation or right under such patent or copyright.

#### **SECTION 7: COMPLIANCE WITH LAWS**

The Vendor shall comply with all applicable laws, regulations, and rules promulgated by any federal, State of Illinois, county, municipal, and/or other governmental unit or regulatory body now in effect or which may be in effect during the building of the Equipment. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility,

Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws (if applicable), the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) or EEOC statutory provisions and rules and regulations. The Vendor, if required by the Village, shall provide evidence of specific regulatory compliance.

**SECTION 8: GENERAL TERMS**

- A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Vendor in accordance with all applicable statutory procedures.
- B. Assignment. This Agreement may not be assigned by the Village or by the Vendor without the prior written consent of the other party.
- C. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.C, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Lincolnwood  
Village Hall  
6900 North Lincoln Avenue  
Lincolnwood, Illinois 60712  
Attention: Village Manager

With a copy to:

Holland & Knight LLP  
131 S. Dearborn, 30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Steven M. Elrod, Village Attorney



Notices and communications to the Vendor shall be addressed to, and delivered at, the following address:

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With a copy to:

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D. Third Party Beneficiary. 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.

E. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, 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.

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

G. Reliance. The Village is relying on all warranties, representations, and statements made by Bidder in this Agreement.

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

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

J. Authority to Execute.

1. The Village. The Village hereby warrants and represents to the Vendor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Vendor. The Vendor hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

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

L. 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 Agreement; nor any information or data supplied by the Village, whether before or after the Village's acceptance of this Agreement; 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 Equipment by the Village; nor any extension of time granted by the Village; nor any delay by the Village in exercising any right under this Agreement; nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Equipment, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Vendor; or of any requirement or provision of this Agreement; or of any remedy, power, or right of the Village.

M. Survival. Notwithstanding anything to the contrary in this Agreement, Sections 3.D, 4, 5 and 6 of this Agreement shall survive the termination of this Agreement.

N. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

O. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

P. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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

R. Exhibits. Exhibit A attached to this Agreement is, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

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

T. Not Barred. Vendor represents and warrants that it is not barred by law from contracting with the Village or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E 3 or Section 33E 4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

**VILLAGE OF LINCOLNWOOD**

By: \_\_\_\_\_  
Beryl Herman, Village Clerk

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

ATTEST:

**BCI BURKE COMPANY, LLC**

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

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

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

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

**EXHIBIT A**  
**PROPOSAL**



## **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 vendor BCI Burke

**Board Discussion:**

- Has concerns with going with a vendor 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
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**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:** October 3, 2017

**AGENDA ITEM NO:** 3

**ORIGINATING DEPARTMENT:** Parks and Recreation

**SUBJECT:** Approval of a Recommendation by the Parks and Recreation Board to Approve an Ordinance Authorizing the Donation of Playground Equipment Owned by the Village

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

During the 2005-2006 fiscal year, a Playground Replacement Program was established as part of the Village Capital Improvement plan. The goal of the program is to gradually replace the aging, outdated playgrounds in the Village parks. So far, Columbia, Kildare, Rossi, Goebelt, Kenneth, Springfield, Drake, O'Brien and G.G. Rowell playgrounds have been replaced. In the 2017-2018 budget, Central Park playground, located at 6451 Central Park Avenue, was chosen as the next playground in need of replacement. The current playground equipment at Central Park was installed in 1995; the equipment has been enjoyed for over 22 years, which is beyond the typical useful life of playground equipment.

If authorized by the Village Board, the Village will enter into an Agreement with Kids Around the World, a non-profit organization, to disassemble, remove and refurbish the equipment. An Invitation to Bid for the installation of new equipment was advertised at the end of August with submittals due on September 12, 2017. A recommendation will be considered by the Village Board at its September 19, 2017 meeting.

**FINANCIAL IMPACT:**

The Village will not remove the current playground equipment or pay to have a contractor remove the equipment. This is a cost savings of \$3,500-\$3,800.

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Draft Minutes of the September 12, 2017 Parks and Recreation Board meeting
3. Kids Around the World Playground Equipment Donation Agreement

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance authorizing the donation of playground equipment owned by the Village.

**VILLAGE OF LINCOLNWOOD**

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

**AN ORDINANCE AUTHORIZING THE DONATION OF PLAYGROUND  
EQUIPMENT OWNED BY THE VILLAGE 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

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

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

**AN ORDINANCE AUTHORIZING THE DONATION OF PLAYGROUND  
EQUIPMENT OWNED BY THE VILLAGE 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 is the owner of certain playground equipment currently located at Central Park, which equipment is described in detail on **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Village President and Board of Trustees have determined that ownership of the Property is no longer necessary or useful to, or for the best interests of, the Village; and

WHEREAS, Kids Around the World, Inc., of Rockford, Illinois ("**KIDS**"), is an Illinois not-for-profit corporation that provides charitable services to underprivileged children, which services include the construction of playgrounds; and

WHEREAS, the Village desires to dispose of the Property by donating it to KIDS; and

WHEREAS, the Village and KIDS desire to enter into an agreement for the donation of the Property by the Village to KIDS, and for the disassembly and removal of the Property from Central Park ("**Agreement**"); and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to enter into the Agreement with KIDS and to donate the Property to KIDS, as set forth in 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. AUTHORIZATION TO DISPOSE OF PROPERTY. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, Section 8-8-14 of the Municipal Code of Lincolnwood, and the home rule authority of the Village, the Village Board of Trustees declares that ownership of the Property is no longer necessary or useful to, or in the best interests of, the Village. The President and Board of Trustees hereby authorizes the donation of the Property to KIDS in accordance with the Agreement.

SECTION 3. APPROVAL OF AGREEMENT. The Agreement by and between the Village and KIDS is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 4. 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 KIDS; 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 Ordinance, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance 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 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage and approval as provided by law

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

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

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

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

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

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

\_\_\_\_\_  
Barry 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

#25877310\_V1

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**



## **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**

##### **Kardaras:**

- 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 Kardaras for setting up the event

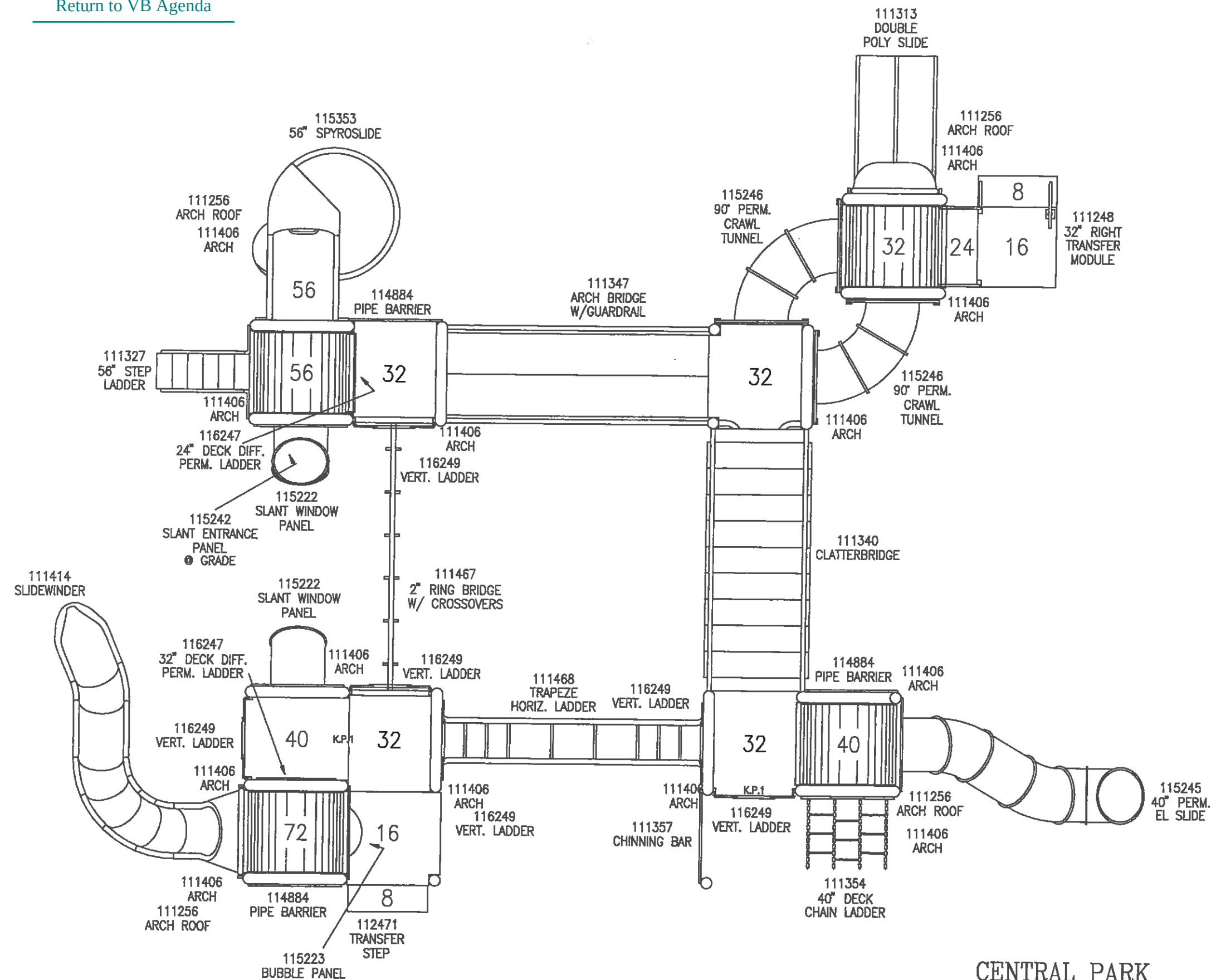
#### **B. Follow Up Discussion on Bus Shelter Advertising Program**

**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



**CENTRAL PARK  
LINCOLNWOOD, IL  
OPTION 2**

PLAYBOOSTER COMPONENT SYSTEM  
6/27/95 DRAWN BY: MF CODE: CENTRAL1

STRUCTURE DIMENSIONS:  
ACTUAL SIZE:  $\frac{1}{4}" = 1'0"$   
AREA REQUIRED:

**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

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**Board Discussion:**

- Asks for clarification on non-responsible

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**Board Discussion:**

- Questions if any other bidders were on the III FFC list

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**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 vendor BCI Burke

**Board Discussion:**

- Has concerns with going with a vendor we have not used before
- Finds it interesting that BCI Burke has a preferred vendor for the equipment installation
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- Agrees that the next lowest bid is not over by much
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- 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**

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**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

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**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

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- Likes the option as needed
- Questions if it is worth the cost of broadcasting, some meetings are very short
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**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
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**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



kids around the world

## PLAYGROUND EQUIPMENT DONATION AGREEMENT

This agreement is entered this date between Kids Around The World, Inc., 2424 Charles St., Rockford, IL 61125 (hereinafter referred to as “KIDS”) and The Village of Lincolnwood (hereafter referred to as “Donating Organization”).

KIDS, an Illinois not-for-profit corporation, registered in Illinois at the above address performing charitable programs including building playgrounds for children in underprivileged locations, desires to Acquire as a donation, the below identified used playground equipment from the Donating Organization (hereafter referred to as the “Equipment”).

In consideration for the donation of the Equipment from the Donating Organization, KIDS agrees to the following:

**DISCLAIMER:** KIDS acknowledges and agrees that the Donating Organization is neither a manufacturer nor a vendor of the Equipment, that KIDS takes the Equipment and each part thereof “as-is” and that the Donating Organization has not made, and does not hereby make, any representation, warranty, or covenant, express or implied, with respect to compliance with any and all applicable guidelines or regulations, including, but not limited to ASTM and CPSC, the merchantability, condition, quality, durability, design, operation, fitness for use, or suitability of the Equipment in any respect whatsoever or in connection with or for the purposes and uses of KIDS, or as to the absence of latent or other defects whether or not discoverable, or as to the absence of any infringement of any patent, trademark or copyright, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto, it being agreed that all risks incident thereto are to be borne by KIDS and the Donating Organization shall not be obligated or liable for actual, incidental, consequential, or other damages of or to buyer or other person or entity arising out of or in connection with the use or performance of the Equipment and the maintenance thereof. KIDS acknowledges that KIDS has selected the Equipment KIDS is acquiring from the Donating Organization based on KIDS’ own judgment and the Donating Organization hereby affirmatively disclaims reliance on any oral representation concerning the Equipment made to KIDS.

**INSURANCE REQUIREMENTS:** KIDS shall maintain insurance of the types and in the amounts listed below.

### A. Commercial General Liability Insurance

KIDS shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and a \$2,000,000 aggregate limit.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

The Village of Lincolnwood shall be included as an additional insured under the CGL insurance form.

**B. Business Auto Liability Insurance**

If applicable, KIDS shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

**C. Workers Compensation Insurance**

Kids will maintain a worker's compensation insurance policy to cover all of the Kids employees with a minimum employer's liability limit of \$100,000 / \$500,000 / \$100,000.

**D. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to removal of the Equipment, KIDS shall furnish The Village of Lincolnwood with a certificate(s) of valid insurance meeting the above noted requirements.

The donated equipment included in this agreement includes: Playground equipment from Central Park Playground, including but not limited to decks, posts, slides, and swings.

\_\_\_\_\_  
Representative of KIDS AROUND THE WORLD, INC.

\_\_\_\_\_  
Representative of the DONATING ORGANIZATION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

# Request For Board Action

**REFERRED TO BOARD:** October 3, 2017

**AGENDA ITEM NO:** 4

**ORIGINATING DEPARTMENT:** Parks and Recreation

**SUBJECT:** Approval of a Recommendation by the Parks and Recreation Board to Adopt a Resolution 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 \$39,700 to Hacienda Landscaping Inc. of Plainfield, Illinois

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

During the 2005-2006 fiscal year, a Playground Replacement Program was established as part of the Village Capital Improvement Plan. The goal of the program is to gradually replace the aging, outdated playgrounds in the Village parks. To date, Columbia, Kildare, Rossi, Goebelt, Kenneth, Springfield, Drake, O'Brien and G.G. Rowell playgrounds have been replaced. After Central Park is completed, the priority for replacement is Proesel and then Flowers.

In the 2017-2018 budget, \$100,000 was allocated for playground replacement. Central Park, located at 6451 Central Park Avenue, was chosen as the next park in need of replacement. The playground equipment at Central Park is discolored and outdated and has been enjoyed for over 22 years.

Historically, the first step in the playground equipment replacement process is to initiate the Request for Proposal (RFP) process for the playground designs. However, for the Central Park playground renovation, the Village was presented with an opportunity to leverage funding through the *Move With Us* playground grant offered through BCI Burke Company. The grant provides up to 100% matching funds towards the purchase of BCI Burke playground equipment.

After receiving two design submissions from BCI Burke, the designs were shared with Lincolnwood Day Camp participants and the Parks and Recreation Department staff. Staff held a design viewing event at Central Park on Tuesday, August 8 during which feedback was received from 35 people. Residents were also invited to attend the August 8, 2017 Parks and Recreation Board meeting to view the designs and provide input. Based on feedback from the outreach efforts and community members who attended the Board Meeting, the Parks and Recreation Board recommended moving forward with one of the designs submitted by BCI Burke with consideration of adding additional seating and removing the sandbox. These items were added to the bid documents as optional alternates.

After the August 8, 2017 Parks and Recreation Board meeting additional feedback was received from park neighbors that they would like for the Parks and Recreation Board to consider choosing the design option that could allow from an overall project budget standpoint the possibility to remove the sandbox and add additional tables and benches. This led to the bidding of the installation for the two designs submitted by BCI Burke.

The Invitation to Bid on this project was advertised in the Lincolnwood Review on August 24, 2017. Bid packets were also sent to several vendors. The bid documents requested a base bid for the two playground design options for the installation specified by BCI Burke. Four alternates were also included in the bid packet, which included the consideration of removing the existing sandbox and replacing with a concrete pad, purchasing two benchers and two tables, the installation of two concrete pads for the aforementioned benches to be installed over, and resurfacing the basketball court.

On September 12, 2017 the Village received and opened four sealed bids for the installation of new playground equipment at Central Park. One of the companies was disqualified for not providing all required bid proposal materials. Staff reviewed the bids and found that the lowest responsible bidder is Hacienda Landscaping of Plainfield, Illinois with a base bid in the amount of \$27,200 with the addition of alternates one, two and three for a total installation bid of \$39,700 for base bid number two. This is the option voted on unanimously by the Parks and Recreation Board to proceed with.

| Company                 | Base Bid<br>Option 1 | Base Bid<br>Option 2 | Alternate<br>#1 | Alternate<br>#2 | Alternate<br>#3 | Alternate<br>#4 |
|-------------------------|----------------------|----------------------|-----------------|-----------------|-----------------|-----------------|
| Hacienda<br>Landscaping | \$30,900.00          | \$27,200.00          | \$2,700.00      | \$8,600.00      | \$1,200.00      | \$18,800.00     |
| The Kenneth<br>Company  | \$31,476.00          | \$28,110.00          | \$6,934.00      | \$10,350.00     | \$1,100.00      | \$17,773.00     |
| D&J<br>Landscape        | No<br>submittal      | \$46,174.18          | \$3,450.00      | \$8,577.40      | \$3,546.00      | \$22,250.00     |

At the September 12, 2017 Parks and Recreation Board meeting, the recommendation to award the Central Park playground installation bid was on the agenda. After presenting the bid results to the Parks and Recreation Board, the public in attendance were given the opportunity to provide feedback. During this time information was provided from an outside source about Hacienda Landscaping not being the lowest responsible bidder. After discussing and deliberating, the Parks and Recreation Board voted unanimously to recommend that the Village Board award the installation bid to The Kenneth Company, the second lowest bidder for a total project cost of \$100,135. It was stated that this recommendation was supported due to the concerns raised about Hacienda Landscaping by the outside source.

Subsequent to the meeting, staff investigated the information brought forward by the outside source. Staff checked additional references provided by Hacienda Landscaping and contacted agencies that were mentioned in the documentation provided by the outside source. The results of the reference checks were satisfactory.

The Parks and Recreation Board Chair called a Special Meeting on September 25, 2017 for staff to present to the Parks and Recreation Board their findings regarding the information provided by the outside source to provide the Board with comprehensive information for the recommendation of the award of the Central Park playground installation bid.

After further discussion and deliberation the Parks and Recreation Board voted unanimously at the September 25, 2017 special meeting to recommend awarding the bid to the lowest responsible bidder Hacienda Landscaping of Plainfield, Illinois for the installation of base bid option number two, as well as implementation of alternates 1, 2, and 3 for a total installation cost of \$39,700.

**FINANCIAL IMPACT:**

There is \$100,000 budgeted in the Fiscal Year 2017/2018 Park Maintenance Fund in the Parks and Recreation Department budget for the renovation of Central Park playground.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Bid Proposal and Contract
3. Draft Minutes of the September 12, 2017 Parks and Recreation Board Meeting
4. Draft Minutes of the September 25, 2017 Special Parks and Recreation Board Meeting

**RECOMMENDED MOTION:**

**Move to approve** a Resolution awarding a bid for the installation of playground equipment at Central Park in the amount of \$39,700 to Hacienda Landscaping Inc. of Plainfield, Illinois.

**VILLAGE OF LINCOLNWOOD**

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

**A RESOLUTION APPROVING THE AWARD  
OF THE CENTRAL PARK PLAYGROUND INSTALLATION CONTRACT  
TO HACIENDA LANDSCAPING, INC., OF PLAINFIELD, ILLINOIS**

WHEREAS, the Village sought bids for the award of a contract for the installation of playground equipment at Central Park ("Contract"); and

WHEREAS, the Village received four bids for the Contract; and

WHEREAS, one of the bids received for the Contract did not include all items required by the bid documents for the Contract, and was accordingly rejected by Village Staff; and

WHEREAS, Hacienda Landscaping Inc., of Plainfield, Illinois ("Hacienda"), submitted the lowest price bid for the Contract of the firms that submitted bid packages to the Village; and

WHEREAS, within the past six months, Hacienda successfully and satisfactorily completed a contract with the Village for the installation of playground equipment at G.G. Rowell Park; and

WHEREAS, upon investigation, Village Staff and the Village Parks and Recreation Board determined that Hacienda is a responsible bidder, and that Hacienda's bid for the Contract is the lowest price and responsible bid for the Contract; and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Contract with Hacienda 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 Hacienda 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 Hacienda; 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.



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

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

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

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

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

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

Barry 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**

**CONTRACT FOR**

**CENTRAL PARK PLAYGROUND INSTALLATION**

Bid Opening Date: ..... Tuesday, September 12, 2017  
Bid Opening Time: ..... 11:30 A.M.  
Bid Opening Location:.....Lincolnwood Village Hall  
Bid Opening Room: .....Council Chambers  
Performance Bond: ..... 100%

**Submit bids to:**

Melissa Rimdzius  
Superintendent of Parks and Facilities  
Village of Lincolnwood  
6900 N. Lincoln Ave  
Lincolnwood, IL 60712  
(847) 745-4723

**BID PACKAGE**

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**VILLAGE OF LINCOLNWOOD**  
**CONTRACT FOR**  
**CENTRAL PARK PLAYGROUND INSTALLATION**  
  
**INVITATION FOR BIDDER'S PROPOSALS**

**THE OWNER:** Village of Lincolnwood ("*The Owner*")  
6900 North Lincoln Avenue  
Lincolnwood, Illinois 60712

**1. Invitation to Bid**

The Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Installation of playground equipment in Central Park

The work shall consist of the removal, replacement, construction of new playground equipment at, and satisfactory disposal of existing playground equipment from, the Work Site.

The work is to be completed by **November 30, 2017**. The CONTRACTOR shall complete the work during the specified period of the contract.

The Work shall be performed at the following Work Site:

Central Park, 6451 Central Park, Lincolnwood, IL 60712

**2. Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

**3. The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;

## INVITATION

- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

### 4. **Inspection and Examination**

The Bid Package may be examined, and a copy of the Bid Package may be obtained, at the office of the Owner as listed above. Prospective Bidders may also obtain a copy of the Bid Package via e-mail, by sending a request therefor to [mrimdzius@lwd.org](mailto:mrimdzius@lwd.org). In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall then inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

### 5. **Bid Opening**

The Owner will receive sealed Bidder's Proposals for the Work until **11:30 a.m.**, local time, **September 12, 2017** at the Village of Lincolnwood's Council Chambers located at 6900 N. Lincoln Ave. Lincolnwood, IL, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

### 6. **Bid Security and Insurance**

A. **Bid Security**. Each Bidder's Proposal shall be accompanied by a security deposit in the form of a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to the Owner:

## INVITATION

## Contract Bid Security Amounts

| Amount of Proposal |              | Security Amount |
|--------------------|--------------|-----------------|
| \$ -               | \$ 5000      | 0 %             |
| \$ 5,001           | \$ 10,000    | 0 %             |
| \$ 10, 001         | \$ 50,000    | 10.0 %          |
| \$ 50, 001         | \$ 100,000   | 5.0 %           |
| \$ 100, 001        | \$ 5,000,000 | 3.0 %           |

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, the Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, the Owner, upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

**VILLAGE OF LINCOLNWOOD  
CONTRACT FOR  
CENTRAL PARK PLAYGROUND INSTALLATION**

**GENERAL INSTRUCTIONS TO BIDDERS**

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**GENERAL INSTRUCTIONS**

**VILLAGE OF LINCOLNWOOD  
CONTRACT FOR  
CENTRAL PARK PLAYGROUND INSTALLATION**

**GENERAL INSTRUCTIONS TO BIDDERS**

**1. Interpretation of Documents Included in Bid Package**

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by the Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. The Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by the Owner ("**Addendum**"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against the Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to the Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

## GENERAL INSTRUCTIONS

The Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

### 2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by Prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

### 3. Prevailing Wages

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. A copy of the Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of the Invitation for Bidder's Proposals, is included in the Bid Package. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract (when applicable).

### 4. Taxes and Benefits

The Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. The Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

### 5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by the Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

## GENERAL INSTRUCTIONS

### 6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by the Owner and included in the Bid Package.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to the Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to the Owner.

*Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.*

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement (both Sealed and Notarized) and the Bidder's Sworn Work History Statement (when applicable) included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by the Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, the Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

### 7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

## GENERAL INSTRUCTIONS

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by the Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

### 8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check or Certified Check as specified in the Invitation for Bidder's Proposals ("***Bid Security***"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by the Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract. Bid Bonds will not be accepted.

B. Return of Bid Security. The Owner will hold the Bid Security from the two lowest Bidders until the contract is signed. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by the Owner.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by the Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required

## GENERAL INSTRUCTIONS

documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that the Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that the Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

### 9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together *with all other required documents*, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be visibly marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

### 10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with the Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal *prior to opening* of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of the Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with the Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until the Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until the Owner affirmatively and in writing rejects such Bidder's Proposal.

### 11. Qualification of Bidders

A. Factors. The Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.



## GENERAL INSTRUCTIONS

B. Additional Information. The Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects *may also be requested*.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy the Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that the Owner may legally consider in making its determination.

### 12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same *or different names* and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to *more than one Bidder* for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidders' Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with the Owner or in the payment of monies due the Owner, its Bidder's Proposal will not be considered.

### 13. Award of Contract

A. Reservation of Rights. The Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of the Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a

## GENERAL INSTRUCTIONS

waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, *until the Contract has been executed* by both the Owner and the successful Bidder or until the Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, the Owner may accept any Bidder's Proposal for which the date for acceptance *has been extended* as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of the Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

### 14. Notice of Award; Effective Date of Award

If the Contract is awarded by the Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("*Effective Date of Award*"). The Owner will prepare four copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

### 15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and *all related documents* shall be executed, submitted and exchanged by the Owner and Bidder ("*Closing*") on, *the tenth day* following the Effective Date of Award or within such extended period as the Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("*Closing Date*").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to the Owner all four copies of the Contract, the Contractor's Certification, and *all other required documentation* related to the Contract on or before the Closing Date; and (2) submit four executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("*Conditions Precedent to Closing*").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, the Owner may, in its sole

## **GENERAL INSTRUCTIONS**

discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will the Owner execute the Contract until any and all such deficiencies have been cured or the Owner has received adequate assurances, as determined by the Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by the Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to the Owner have been received, the Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender one copy to the successful Bidder at the Closing.

### **16. Failure to Close**

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, the Owner may accept, and award a Contract based on, any other Bidder's Proposal as the Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.



**VILLAGE OF LINCOLNWOOD**  
**First Addendum to the Central Park Playground Installation Bid**  
**Dated: August 30, 2017**  
**Answers to Questions**

1. **What is the project cost estimate?**  
The cost estimate for the entire project, including any alternates selected by the Village Board and the purchase of the playground equipment on the part of the Village of Lincolnwood, is \$100,000. The cost for the playground equipment incorporated in each base bid item is listed in "Attachment C" of the bid document.
2. **What are the contractor's responsibilities for removals? Existing playground removal and footings, or footings only? Existing play surface material removal?**  
In terms of removals and surfacing, the contractor is responsible for the removal and disposal of the existing playground concrete footings and stockpiling and re-spreading of existing surfacing. Details regarding removals are included on page 11 of the "General Instructions to Bidders."
3. **Any changes to existing playground edging?**  
No
4. **Does the new playground have drain tile?**  
No
5. **What is the new playground surface? Is there a specification? Is this being done by Owner?**  
As part of the bid, the contractor is responsible for re-spreading existing surfacing and adding a minimum of 4 inches of Engineered Wood Fiber throughout the entire playground and compassing all equipment fall zones. Engineered Wood Fiber must meet ASTM F2075, ASTM F-1951, ASTM 1292 and IPEMA Certification, and the manufacturer certificate must be provided to the Village of Lincolnwood upon installation.
6. **Is the contractor responsible for furnishing the playground equipment or installation only?**  
The equipment will be purchased by the Village of Lincolnwood. The contractor is responsible for installation of the equipment.
7. **Are there any architectural plans other than the ones provided by Burke**  
No
8. **Is there a construction detail and/or specification for the concrete in Alternate 1?**  
No
9. **Is there a construction detail and/or specification for the concrete in Alternate 3?**  
No
10. **Please provide further scope, specification or explanation of "leveling and resurfacing" in Alternate 4. Does this include milling and overlay? Color coating and striping?**  
Alternate 4 includes milling, overlay, color coating, and striping.

**VILLAGE OF LINCOLNWOOD**  
**Second Addendum to the Central Park Playground Installation Bid**  
**Dated: September 6, 2017**  
***Answers to Additional Questions***

1. **Is a bid bond acceptable as a form of bid security for this project? Or is it required to be a cashier check only?**  
Only checks are accepted as a form of bid security for this project.
2. **Addendum #1 indicates the contractor is only responsible for only the removal of existing footings, the playground equipment. However, please provide explanation for the note on Page 65, Attachment B, II. Scope of Work, #1. This note states the contractor will be responsible for removal of the equipment if Alternate 4 (basketball court) is accepted. Do we include playground equipment removal in Alternate 4 lump sum price?**  
The note on Page 65, Attachment B, II. Scope of Work, #1 is not correct and should be disregarded. Do not include the playground equipment removal in Alternate 4's lump sum price.
3. **Addendum #1 indicates the contractor is only responsible for installation of the new playground. Please provide explanation for the notes on Page 65, Attachment B, II. Scope of Work, #2. According to this, the contractor is supplying the playground.**  
The note on Page 65, Attachment B, II. Scope of Work, #2 is not correct and should be disregarded. The contractor is not supplying the playground. The playground equipment is being purchased by the Village.
4. **What is the thickness for the concrete and depth of base for alternates #1 and #3?**  
Alternates #1 and #3 are for the construction of Portland Cement Concrete sidewalk. The depth of the concrete should be 5 inches, there must be spacing joint every 5 feet, and the base must be 2 inches of CA-6 stone. Construction must meet all of the standard specifications for road and bridge construction as published by the Illinois Department of Transportation.
5. **What depth is the milling in alternate #4?**  
The depth of the milling in Alternate #4 must be at least 1 ½ inches and HMA Surface Course must be installed. Construction must meet all of the standard specifications for road and bridge construction as published by the Illinois Department of Transportation.

**VILLAGE OF LINCOLNWOOD**

**Third Addendum to the Central Park Playground Installation Bid**

**Dated: September 11, 2017**

***Answers to Questions***

**1. What are the dimensions of the basketball court?**

It is a half size basketball court and the dimensions are 40 feet, 2 inches wide by 31 feet deep.

PROPOSAL

VILLAGE OF LINCOLNWOOD  
CONTRACT FOR  
CENTRAL PARK PLAYGROUND INSTALLATION

BIDDER'S PROPOSAL

Full Name of Bidder Hacienda Landscaping, Inc. ("Bidder")  
Principal Office Address 2005 Cumberland Dr. Plainfield, IL  
Local Office Address 2005 Cumberland Dr. Plainfield, IL  
Contact Person Maria Guzman Telephone (815) 782-6493

TO: Village of Lincolnwood  
6900 North Lincoln Avenue  
Lincolnwood, Illinois 60712  
Attention: Melissa Rimdzius, Superintendent of Parks and Facilities  
("Owner")

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, 2, 3, which are securely \_\_\_\_\_ to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with the Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package 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 removal, replacement, construction of new playground equipment at, and satisfactory disposal of existing playground equipment from, the Work Site; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (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

PROPOSAL

of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of the Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, 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 on the following "Schedule of Prices" ("*Price Proposal*"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. BASE BID WORK.

For providing, performing and completing the Base Work, which includes, without limitation, the removal and disposal of the existing playground concrete footings, stockpiling of existing surfacing, installation of new playground equipment, verification that drainage is functional, re-spreading of existing Engineered Wood Fiber, and adding a minimum of 4 inches of new Engineered Wood Fiber throughout the entire playground and encompassing all equipment fall zones. All base bids shall include shipping, packing and handling costs.

The Owner will select one of the following two options for the performance of the base bid Work. Bidders are strongly encouraged to submit bids for each of the two options.

Base Work Option 1: Proposal #129-100988-4:

The total Contract Price of:

|                              |             |              |       |
|------------------------------|-------------|--------------|-------|
| Thirty thousand nine hundred | Dollars and | zero         | Cents |
| (in writing)                 |             | (in writing) |       |
| 30,900                       | Dollars and | 00           | Cents |
| (in figures)                 |             | (in figures) |       |

## PROPOSAL

Base Work Option 2: Proposal #129-100990-3

The total Contract Price of:

Twenty seven thousand  
two hundred Dollars and zero Cents  
 (in writing) (in writing)  
27,200 Dollars and 00 Cents  
 (in figures) (in figures)

B. ALTERNATES

Owner may also desire the selected Bidder to perform one or more of the following four alternate items as part of the Work, in addition to one of the two options set forth above for the base Work.

Alternate Bid Item 1

Additional Cost to remove the existing sandbox and replace with a concrete pad (approximately 300 square feet), for the lump sum price of:

Two thousand seven hundred Dollars and zero Cents  
 (in writing) (in writing)  
2,700 Dollars and 00 Cents  
 (in figures) (in figures)

Alternate Bid Item 2

Additional cost to supply and install two benches and two tables as listed below:

- Two Dumor 61-529PL Benches
- Two Dumor 76-44PL Tables

Benches and tables must be these specific benches manufactured by Dumor and sold by NuToys Leisure Products (Box 2121, LaGrange, IL 60525, 800-526-6197). Benches must include S-1 embedment supports, "redwood" color recycled plastic, and "textured rust" color metal, for the lump sum price of:

Eight thousand  
six hundred Dollars and zero Cents  
 (in writing) (in writing)  
8,600 Dollars and 00 Cents  
 (in figures) (in figures)

Alternate Bid Item 3

## PROPOSAL

Additional Cost for the installation of two concrete pads, one on the North end of the playground and one on the South end of the playground and approximately 4.5 feet by 10 feet in size, for the aforementioned benches to be installed over, for the lump sum price of:

|                                 |             |              |       |
|---------------------------------|-------------|--------------|-------|
| <u>one thousand two hundred</u> | Dollars and | <u>zero</u>  | Cents |
| (in writing)                    |             | (in writing) |       |
| <u>1,200</u>                    | Dollars and | <u>00</u>    | Cents |
| (in figures)                    |             | (in figures) |       |

Alternate Bid Item 4

Additional Cost for the leveling and resurfacing of the existing basketball court at the Work Site, for the lump sum price of:

|                                        |             |              |       |
|----------------------------------------|-------------|--------------|-------|
| <u>Eighteen thousand eight hundred</u> | Dollars and | <u>zero</u>  | Cents |
| (in writing)                           |             | (in writing) |       |
| <u>18,800</u>                          | Dollars and | <u>00</u>    | Cents |
| (in figures)                           |             | (in figures) |       |

C. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
2. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
3. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be

## PROPOSAL

provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

### 3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "**Commencement Date**" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

### 4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

### 5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with the Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it 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. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of the Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy the Owner that the Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that the Owner is relying on all warranties, representations and statements made by the Bidder in this Bidder's Proposal.

### 6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.



## PROPOSAL

7. Bid Security

Bidder herewith tenders a Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of 107. dollars ("Bid Security").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if the Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if the Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that the Owner will sustain by reason of any such failure and, for such reason, the Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that the Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 11 day of September 2017.

ATTEST:

By:

Title:

Ischemi Ortega  
Secretary

By:

Title:

Maria Guzman  
President

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,

**PROPOSAL**

**FOR SIGNATURE REQUIREMENTS**

VILLAGE OF LINCOLNWOOD  
CONTRACT FOR THE  
CENTRAL PARK PLAYGROUND INSTALLATION

BIDDER'S SWORN ACKNOWLEDGEMENT

Mariabuzman [NAME OF DEPONENT]  
("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Hacienda Landscaping, Inc.

The officers of the corporation are as follows:

| <u>TITLE</u>   | <u>NAME</u>          | <u>ADDRESS</u>        |
|----------------|----------------------|-----------------------|
| President      | <u>Mariabuzman</u>   | <u>Plainfield, IL</u> |
| Vice President | <u>MariaGuzman</u>   | <u>Plainfield, IL</u> |
| Secretary      | <u>Noheми Ortega</u> | <u>Joliet, IL</u>     |
| Treasurer      | <u>MariaGuzman</u>   | <u>Plainfield, IL</u> |

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of \_\_\_\_\_ pursuant to that certain Partnership Agreement dated as of \_\_\_\_/\_\_\_\_/\_\_\_\_ that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The general partners of the partnership are as follows:

**ACKNOWLEDGEMENT**

**NAME**

**ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Individual**

Bidder is an individual whose full name is \_\_\_\_\_ whose residence address is and whose business address is \_\_\_\_\_. If operating under a trade or assumed name said trade or assumed name is as follows: \_\_\_\_\_ [TRADE OR ASSUMED NAME].

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_/\_\_/\_\_ that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

ACKNOWLEDGEMENT

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)

ADDRESS

\_\_\_\_\_( )

\_\_\_\_\_

\_\_\_\_\_( )

\_\_\_\_\_

\_\_\_\_\_( )

\_\_\_\_\_

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

Hacienda Landscaping Inc.  
Bidder

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

By: [Signature]

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

Title: President

Subscribed and Sworn to  
Before me this 11 day  
of September, 2017.

Nohemi Ortega  
Notary Public

My Commission Expires:

1/8/20



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS

VILLAGE OF LINCOLNWOOD  
CONTRACT FOR THE  
CENTRAL PARK PLAYGROUND INSTALLATION

**BIDDER'S SWORN WORK HISTORY STATEMENT (Only required of new Bidders)**

Not new Bidder.

("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: \_\_\_\_\_

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

|                     |                         |                        |
|---------------------|-------------------------|------------------------|
| ____ % Federal      | ____ % As Contractor    | ____ % Bidder's Forces |
| ____ % Other Public | ____ % As Subcontractor | ____ % Subcontractors  |
| ____ % Private      |                         | ____ % Materials       |

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 9 years

**WORK HISTORY STATEMENT****4. Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

| <u>NAME</u> | <u>ADDRESS</u> | <u>YEARS</u> |
|-------------|----------------|--------------|
| _____       | _____          | _____        |
| _____       | _____          | _____        |

**5. Business Licenses**

List all business licenses currently held by Bidder:

| <u>ISSUING AGENCY</u> | <u>TYPE</u> | <u>NUMBER</u> | <u>EXPIRATION</u> |
|-----------------------|-------------|---------------|-------------------|
| _____                 | _____       | _____         | _____             |
| _____                 | _____       | _____         | _____             |

**6. Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

|                   | <u>PROJECT ONE</u> | <u>PROJECT TWO</u> | <u>PROJECT THREE</u> |
|-------------------|--------------------|--------------------|----------------------|
| The Owner Name    | _____              | _____              | _____                |
| The Owner Address | _____              | _____              | _____                |
|                   | _____              | _____              | _____                |
| Reference         | _____              | _____              | _____                |
| Telephone Number  | _____              | _____              | _____                |
| Type of Work      | _____              | _____              | _____                |
|                   | _____              | _____              | _____                |

**WORK HISTORY STATEMENT**

|                    | <u>PROJECT ONE</u> | <u>PROJECT TWO</u> | <u>PROJECT THREE</u> |
|--------------------|--------------------|--------------------|----------------------|
| Contractor         | _____              | _____              | _____                |
| (If Bidder was)    | _____              | _____              | _____                |
| (Subcontractor)    | _____              | _____              | _____                |
| Amount of Contract | _____              | _____              | _____                |
| Date Completed     | _____              | _____              | _____                |

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

\_\_\_\_\_  
Bidder

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

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

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

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

Subscribed and Sworn to  
Before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**





**GARY B. ELLINGER**

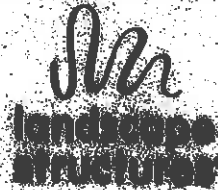
APPRENTICESHIP & TRAINING  
REPRESENTATIVE

**UNITED STATES DEPARTMENT OF LABOR  
OFFICE OF APPRENTICESHIP**

Bays Professional Centre  
10 W. Cass Street  
Joliet, Illinois 60432  
E-mail: [ellinger.gary@dol.gov](mailto:ellinger.gary@dol.gov)



TEL: (815) 740-2082  
FAX: (815) 740-2118



**This Certificate Approves**  
**Hacienda Landscaping, Inc.**

---

*As having met the high standards necessary to become a*  
**Certified Installer**  
*of equipment manufactured by Landscape Structures Inc.*

CALENDAR YEAR 2015-16

Dates Valid

  
Official Validation

Landscape Structures Inc., 601 7th Street South, Delano, MN 55328 USA



# **CHICAGO RIDGE PARK DISTRICT**

10736 S. LOMBARD STREET • CHICAGO RIDGE, IL 60415 • (708) 857-2653 • FAX 636-5758

## **BOARD OF COMMISSIONERS**

**Rob Pratl  
Mary Crout  
Dave Conrad  
Rich Egan  
Jamie Albon**

**June 7, 2017**

**Maria Guzman, President  
Hacienda Landscaping  
2005 Cumberland Drive  
Plainfield, IL 60586**

**Re: Chicago Ridge Park District - Tower Park**

**Dear Ms. Guzman:**

**I would like to take this opportunity to express my thanks to Hacienda Landscaping, Inc. for a job well done in the renovation of the Chicago Ridge Park District's Tower Park.**

**In spite of inclement weather on occasion, Hacienda completed this project on time with the utmost attention to detail and professionalism.**

**We were very happy to work with Hacienda on this project and look forward to working with you on future projects.**

**Sincerely,**

A handwritten signature in black ink, appearing to read "Kevin King". The signature is fluid and cursive, with the first name "Kevin" and last name "King" clearly distinguishable.

**Kevin King  
Director of Parks & Recreation**



**WE INSTALL THE BEST AND FIX THE REST**

- 1) Owner: Oswego Park District  
Project: Augusta & Willowgate Park  
Contact: Chad Feldotto  
Phone: 630-554-1010  
E-mail: cfeldotto@oswegolandpd.org  
Complete: 2015  
Value: \$234,713.00
- 2) Owner: Fox Valley Park District  
Project: Lincoln & Birmingham Park  
Contact: Nathan Graig  
Phone: 630-897-0516  
E-mail: ntroia@fvpd.net  
Complete: 2015  
Value: \$223,625.70
- 3) Owner: Schaumburg Park District  
Project: Olympic Park  
Contact: Matthew Gaynor  
Phone: 847-985-2115  
E-mail: magaynor@parksfun.com  
Complete: 2015  
Value: \$70,280.00
- 4) Owner: Lockport Township Park District  
Project: Arrowhead & Renaissance Park  
Contact: Bill Riordan  
Phone: 815-838-1183  
E-mail: briordan@lockportpark.org  
Complete: 2015  
Value: \$160,153.00

- 5) Owner: Round Lake Park District  
Project: Meadow View Park  
Contact: Jeff Lurquin  
Phone: 847-546-8558  
E-mail: [jurquin@rlapd.org](mailto:jurquin@rlapd.org)  
Complete: 2015  
Value: \$ 50,262.00
  
- 6) Owner: Oak Forest Park District  
Project: Gene, Terry Steczo & Malecky Park  
Contact: Cindy Grannan  
Phone: 708-687-7270  
E-mail: [CGrannan@oakforestparks.org](mailto:CGrannan@oakforestparks.org)  
Completed: 2015  
Value: \$83,650.00
  
- 7) Owner: Butterfield Park District  
Project: Concrete Work  
Contact: Larry Reiner  
Phone: 630-858-2229  
E-mail: [larry@butterfieldpd.com](mailto:larry@butterfieldpd.com)  
Completed: 2015
  
- 8) Owner: Lockport Township Park District  
Project: Victoria Park  
Contact: Bill Riordan  
Phone: (815) 838-1183  
Email: [briordan@lockportpark.org](mailto:briordan@lockportpark.org)  
Completed: 2016
  
- 9) Owner: New Lenox  
Project: Firefighter Park  
Contact: George Travnicek  
Phone: (815) 435-3584  
Email: [gtravnicek@newlenoxparks.org](mailto:gtravnicek@newlenoxparks.org)  
Completed: 2016
  
- 10) Owner: Elmhurst Park District  
Project: 2016 Butterfield Park  
Contact: Miranda Lovato  
Phone: (630) 993-8939  
Email: [mlovato@epd.org](mailto:mlovato@epd.org)  
Completed: 2016

- 11) Owner: Geneva Park District  
Project: Shannon & Linden Park  
Contact: Larry Gabriel  
Phone: (630) 232-4542  
Email: [Lgabriel@genevaparks.com](mailto:Lgabriel@genevaparks.com)  
Completed: 2016
- 12) Owner: Lemont Park District  
Project: Kensington & Rolling Meadows  
Contact: Larry Rizzo  
Phone: (630) 257-6787  
Email: [larry-rizzo@lemontparkdistrict.org](mailto:larry-rizzo@lemontparkdistrict.org)  
Completed: 2016  
Cost: \$250,000.00



## **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**

##### **Kardaras:**

- 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 Kardaras 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 vendor BCI Burke

**Board Discussion:**

- Has concerns with going with a vendor 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



## **Lincolnwood Park and Recreation Special Board Meeting**

Lincolnwood Village Hall – Council Chambers

September 25, 2017

DRAFT MINUTES

### **CALL TO ORDER**

The meeting was called to order at 9:31 P.M.

### **PRESENT AT MEETING**

Park Board Members: Laura Tomacic, Art Lovering, Reese Gratch, Carol Georges Orah

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

Village Board Liaison:

Village Staff: Village Attorney Hart Passman

Audience: Jesal Patel, 3730 W. Devon;

### **AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC**

### **OLD BUSINESS**

#### **A. Discussion on the Recommendation of the Award of the Central Park Playground Installation Bid**

**McCarty-** Presents recap of Central Park Playground installation bid process

- Both playground option one and option two were bid out
- Four additional alternates were a part of the bid
- Four bids were received and opened on Tuesday, September 12
- One bid, Elanar Construction was disqualified due to not submitting a complete packet

**McCarty** – Recaps September 12, 2017 Park Board discussion about installation of the Central Park Playground:

- Board voted on playground option two with the additional of alternate #1,2, and 3
- Outside source presented information on Hacienda Landscape not being the lowest responsible bidder and other organizations opting not to use Hacienda
- Board voted to use The Kenneth Company, second lowest bid and preferred vendor by Burke, for the installation of Central Park playground

**McCarty** – Presents findings of staff investigations of Hacienda Landscape since the last meeting:

- Staff contacted 13 agencies, some on Hacienda's reference list and some that were cited in documents presented by the outside source
- Positive feedback was received from those who worked with Hacienda
- One agency did not work with Hacienda because of a past experience, however said they are better suited for smaller projects
- One agency who did not work with Hacienda said it was due to timeline conflicts
- Staff worked with Hacienda for the installation of G.G. Rowell this past April and had a positive experience

**McCarty** – Notes that with the information collected after the last board meeting staff's opinion is that Hacienda is the lowest responsible bidder.

**Passman-** Provides research results of claims that were presented by the outside source at the September 12, 2017 Park Board meeting:

- Among the allegations made against Hacienda Landscape is that they are a break off of a separate company named Fuerte Systems
- Documents provided previously show a federal complaint that alleges Hacienda and Fuerte Systems are the same company with shared equipment and employees.
- Research completed on the two companies did not show much of a connection between the two companies; different addresses, both organizations have bid on the same project, no overlap of officers, etc.

- Connections found are the allegation in the federal complaint and both companies using the same filing agent.
- Cannot say that they are or are not the same company

**Passman** – Notes that there is no obligation to approve the lowest bidder, but look for the lowest responsible and responsive bidder. Because we cannot verify the claims made by the outside source we cannot say that Hacienda is not the lowest responsible bidder.

**Rimdzius**- Provides comments received while checking references

- Hacienda was fantastic with paperwork, hit all deadlines
- Completed the project ahead of schedule at request of the park district
- Good project management, documents were in order and kept up prevailing wage
- Received positive comments on their concrete work
- Timely, within budget and completed work on time
- Multiple organizations have worked with them multiple times
- Very flexible timeline depending on when equipment was able to be delivered
- Negative feedback, completion took a little longer than projected. Staff had to follow up with some of the smaller details

**Board Discussion:**

- Questions if anything needs to be done with the previous motion
- Comments on staffs research not sending out any red flags
- Notes staff previous positive experience with Hacienda
- Wants staff to remain involved during the project

On motion Tomacic/Oraha Move to Approve a Recommendation 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 \$39,700 to Hacienda Landscaping of Plainfield, Illinois. 4-0, motion passed

**B. Recommendation on the Televising Parks and Recreation Board Meetings**

**McCarty**- Provides follow up information on the televising of Parks and Recreation Board Meetings.

- No additional expense for equipment needed for televising the meetings
- Additional \$650 for staff time, no new staff would be needed
- Broadcasting would be all meetings or no meetings, cannot air only some

**Board Discussion:**

- Comments on how the following might be different from the Village Board, Traffic Commission or Zoning Board
- Notes that the Park Board is an advisory board and questions if other advisory boards are being televised
- Notes meetings can be short
- Questions if it is worth the money to do it
- Questions the value of televising

**McCarty** – Comments that all boards and commission are being requested to be televised

**Passman** – Notes that other boards are advisory boards as well

**Patel** – Provides reasoning for the request:

- Record keeping, more insight can be gained from watching the meeting opposed to reading the minutes
- History of decision and discussions can be easily reviewed to answer questions that arise later on
- Valuable for the Plan Commission and Zoning Board
- Can be tested out for a year and revisited

On motion Lovering/Tomacic Move to Approve a Recommendation in Favor of Televising Parks and Recreation Board Meetings. 4-0 motion passed

**ADJOURNMENT**

Meeting adjourned at 9:57 A.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:** October 3, 2017

**AGENDA ITEM NO:** 5

**ORIGINATING DEPARTMENT:** Police

**SUBJECT:** Consideration of a Recommendation from the Traffic Commission to Deny  
an Application for Designated Parkway Parking on Chase Avenue

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

On July 26, 2017, the Traffic Commission considered a request for Designated Parkway Parking on the south side of the building located at 7300 N. Cicero Avenue; on the 4800 block of W. Chase Avenue. Currently, parking is prohibited on Chase Avenue west of Cicero Avenue. The petitioner is proposing seven Designated Parkway Parking spaces on the north side of Chase Avenue east of the building's loading dock.

A legal notice was published in advance of the meeting and neighbors were sent a meeting notification letter. The petitioner is requesting two variations. The first variation is a request to reduce the required foundation landscaping from six feet to five feet. The location does not have sufficient space to allow for six feet of landscaping. The second variation is a request to eliminate the perimeter landscaping to the immediate west of the loading dock. The area to the west of the loading dock and east of rear drive is narrow and it would be difficult to grow and maintain foliage.

One resident sent an email objecting the petitioner's request. The concerns stated include the petitioner's unknown future requests, drainage, traffic safety, the dumpster near the loading dock, the bus stop, and pedestrians walking across the sidewalk. One resident spoke at the meeting. The resident expressed concern on how the plan would affect the bus stop on Chase Avenue, the dumpster and employees from the nearby car dealership parking in the area. The Traffic Commission reviewed and discussed the petitioner's request before tabling it to the August 31, 2017 meeting. The Commission requested traffic volume counts on Chase Avenue and Cicero Avenue, traffic crash data, and a revised plan showing the dumpster inside the building.

At the August 31, 2017 meeting, staff reported traffic volume on Cicero Avenue and on Chase Avenue west of Cicero Avenue, five similar parkway parking locations with no history of traffic safety concerns, and the petitioner's revised plan. Staff reviewed the petitioner's request and relevant data including the traffic volume, traffic speeds, motor vehicle traffic crash history, roadway design, pedestrian generators, parking usage, and input from the community. Staff has no concerns with the petitioner's request for Designated Parkway Parking.

Following a review and discussion, the Commission unanimously moved to deny the applicant's request. The reasons for the motion include the following:

1. Neighbors may park in the proposed parkway parking spaces

4. At least one Commissioner stated he would like to see the applicant purchase the property
5. The parking may interfere with a school bus that drops off and picks up children on the 4800 block of Chase Avenue

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Designated Parkway Parking Application
2. PowerPoint Presentation
3. Draft Minutes from the August 31, 2017 Traffic Commission Meeting
4. Approved Minutes from the July 26, 2017 Traffic Commission Meeting

**RECOMMENDED MOTION:**

**Move to deny** the petitioner's request for Designated Parkway Parking on the north side of Chase Avenue west of Cicero Avenue.



## **DESIGNATED PARKWAY PARKING AREA VARIATION & PERMIT PROCESS**

Landscaping is a highly valued element in the Village of Lincolnwood. It creates a more appealing and environmentally sound community and reduces flooding caused by excesses of blacktop and asphalt that dominates most urban areas. The Village is determined to promote, protect and preserve the general health, safety, and welfare of the people of Lincolnwood. This process is established as per the Parkway Landscaping Ordinance (Chapter 12, Article Five) which is designed to:

- Ensure public safety and protect, preserve and enhance the Village's green space, urban forest, and parkway system
- Restrict and regulate other uses of parkways so as to minimize the harmful or nuisance effects resulting from urban runoff and flooding, which result from excessive use of impervious ground material
- Promote the visual and esthetic quality along the public rights of way in the Village

Therefore, the Village requires that all property owners maintain parkways that abut, adjoin, and are immediately adjacent and contiguous to their parcel of property.

### **What are the Landscaping Requirements?**

The landscaping requirements are:

- All parkways in the Village must be covered with sod or vegetative ground cover
- All parkways must have one tree placed every 25 feet
- All parkways must have five feet of public sidewalk, or otherwise approved by the Village Engineer, adjacent to the property line or adjacent to the street curb in the B1, B2, and M zoning districts

Exceptions are made to portions of parkways that have driveways already in place. More information on the specific requirements can be found in the Parkway Landscaping Ordinance in Chapter 12 of the Village Code which can be viewed online at [www.lincolnwoodil.org](http://www.lincolnwoodil.org).

## **PROCESS FOR OBTAINING A DESIGNATED PARKING AREA VARIATION & PERMIT**

Property owners interested in continuing to use their parkway for parkway parking must complete this application process:

1. **Application:** Property owner completes a variation application and submits it to the Public Works Department at 7001 North Lawndale Avenue.
2. **Eligibility Determination:** The Village gathers and analyzes data for parkway parking eligibility. The following criteria will be considered:
  - a. Compliance makes the property unusable
  - b. Compliance creates a burden on residential streets
  - c. Compliance is infeasible due to unique circumstances (i.e. small tract of land, street traffic, surrounding conditions)

- d. Requested variation is not detrimental to the intent of the Ordinance
  - e. Requested variation is not detrimental to the public health, safety, and welfare
3. **Traffic Commission:** If the Village finds a need for a Variation, the request will go to the Traffic Commission. Staff will inform the property owner when they will need to appear before the Commission. The Commission will decide whether or not the property owner should be given a variation based upon the above criteria, staff recommendations, comments from the property owner, residents, and the general public.
4. **Traffic Commission Recommendation:** If the Commission finds the request acceptable, a vote will be made to recommend to the Village Board that the variation for Parkway Parking be approved. If the Commission finds the request unacceptable, the property owner must comply with the Parkway Landscape Ordinance in Chapter 12 of the Village Code.
5. **Village Board Approval:** The request will be considered for approval at a Village Board meeting. If it is approved, the variation will be granted and the parkway will continue to be utilized as parking. If the request is rejected by the Village Board the property owner must comply with the Parkway Landscape Ordinance.
6. **Parkway Parking Permit:** Once the Village Board approves the variation for Parkway Parking, the property owner must apply for a Parkway Parking Permit. Permits may be received at the Public Works Department. These permits are issued once per property and no fee is required.





## Village of Lincolnwood

### Designated Parkway Parking Variation Application

#### Applicant Information

Name: 7300 ACQ LLC  
 Address: 7300 N Cicero Ave., #201., Lincolnwood, IL 60712  
 E-Mail Address: nikturik@gmail.com  
 Contact Person: Nik Turik  
 Daytime Phone Number: 773-983-9378 FAX 773-966-2528  
 Applicant is (check all that apply) Tenant \_\_\_\_\_ Property Owner ☒  
 Number of Years in Lincolnwood: 1.5  
 Have you ever applied for a variation through the Village of Lincolnwood? Y or N No  
 If Yes, when? \_\_\_\_\_ Were you given the variation? Y or N

**Note: if applicant is a tenant, attach a letter from the property owner granting permission for variation**

#### Property Information

Variation Property Location/Address: 7300 N Cicero Ave  
 This Property is: Retail \_\_\_\_\_ Office ☒ Industrial \_\_\_\_\_ Other \_\_\_\_\_  
 If Other, Please Explain: \_\_\_\_\_  
 Number of businesses on-site: 13 Number of employees on-site: 32 (Building only 60% occupied)  
 Name of All Businesses/Tenants on site: See attached sheet.  
 Size of Property (dimensions or total square feet) 20,000 sf Number of Parking Spaces on Property 17 + 1 HC  
 Size of Parkway (dimensions) 25' x 54' Is Property Located On A Corner? Y or N Yes  
 Last Year Property was Sold: 2016

**The following must be included with your application in order to be considered for a Variation**

- [ ] Description of the proposed number of parking spaces and the layout of the requested parking
- [ ] The intended user(s) of the parking spaces
- [ ] A statement indicating that the parking would meet the design standards contained in section 12-5-18 of the Village Code, or absent full compliance, a statement as to what design standards would and would not be met
- [ ] The requested term or arrangement with the Village for utilizing the designated parking area

**Application Statement**  
**(Read and Sign Below)**

I hereby make application to request a Variation from the Parkway Landscape Ordinance Section 3, Chapter 12, Article 5 of the Village of Lincolnwood Code of Ordinances. In making this application I understand that the purpose of the Parkway Landscape Ordinance is to help create attractive, exterior improvements to property in the Village and is not intended to bypass the spirit of parkway landscaping, but provide as much landscaping as possible. I understand that prior to commencing any work the Village must first approve both my participation and proposed scope of work for the project. I understand that all improvements made through this Variation must be in accordance with Village plans and codes. Moreover, as a condition of approval, I understand the Village may require changes to the scope of work I am proposing.

In making this application, I understand that the Village will review my application and at the Village's discretion may reject or approve my request. As part of any Village approval, I understand that the Village may require changes or additions to my plans and intended scope of work. I recognize that a variation request with highly visible and attractive landscaping stands a greater chance of being approved by the Village. I agree to work with Village Officials in order to ensure that my request meets the requirements of the Parkway Landscaping Ordinance as much as possible.

In making this application I understand and agree that if my request is approved I will need to apply for a permit to use the parkway on a yearly basis for an undetermined amount of time. I further understand that the Village may impose fees for using the property and may at any time refuse the renewal of the permit in order to make improvements that benefit the public.

By signing this application, I hereby acknowledge that I have read this statement and understand these important features about Designated Parkway Parking Areas and the Parkway Landscape Ordinance.

  
**APPLICANT SIGNATURE**

06/12/2017  
**DATE**

**Return this application to:**

Manuel Castaneda  
Village of Lincolnwood  
Department of Public Works  
7001 North Lawndale Avenue  
Lincolnwood Illinois 60712

*If you have any questions regarding this process or the application, please phone 847/675-0888*

List of Businesses at the 7300 N Cicero Office Building :

| Business Name             | Suite # | Employees on site |
|---------------------------|---------|-------------------|
| Bourbon Enterprises Inc   | 206     | 1                 |
| US Immigration Assistance | 209     | 1                 |
| Devoted Home Health       | 204     | 4                 |
| HAN Enterprises LLC       | 202     | 5                 |
| NESS Healthcare NFP       | 201     | 2                 |
| Prana Transport           | 102     | 4                 |
| Investment Streets LLC    | 207     | 1                 |
| ETIC Inc.                 | 202     | 1                 |
| Third Coast Therapy       | 210     | 1                 |
| POCC                      | 203     | 1                 |
| Cleverbird Creative       | 205     | 1                 |
| Accusoft Inc.             | 101     | 6                 |
| 8907 Family LLC           | 103     | 4                 |
| Total :                   |         | 32                |

- ❖ When the current ownership acquired the 7300 N Cicero property, it was semi-abandoned and in poor condition. The ownership invested significant funds to improve the property and attract quality tenants. However, it is getting very difficult to lease any more space in the building without additional parking for our tenants and their visitors. The building is about 55% leased. There are currently only 17 parking spots in the building's lot, which makes any additional leasing very difficult.

- ❖ The additional parking is intended for the tenants of the building and their visitors, but will not be limited to them, and public use will be allowed.

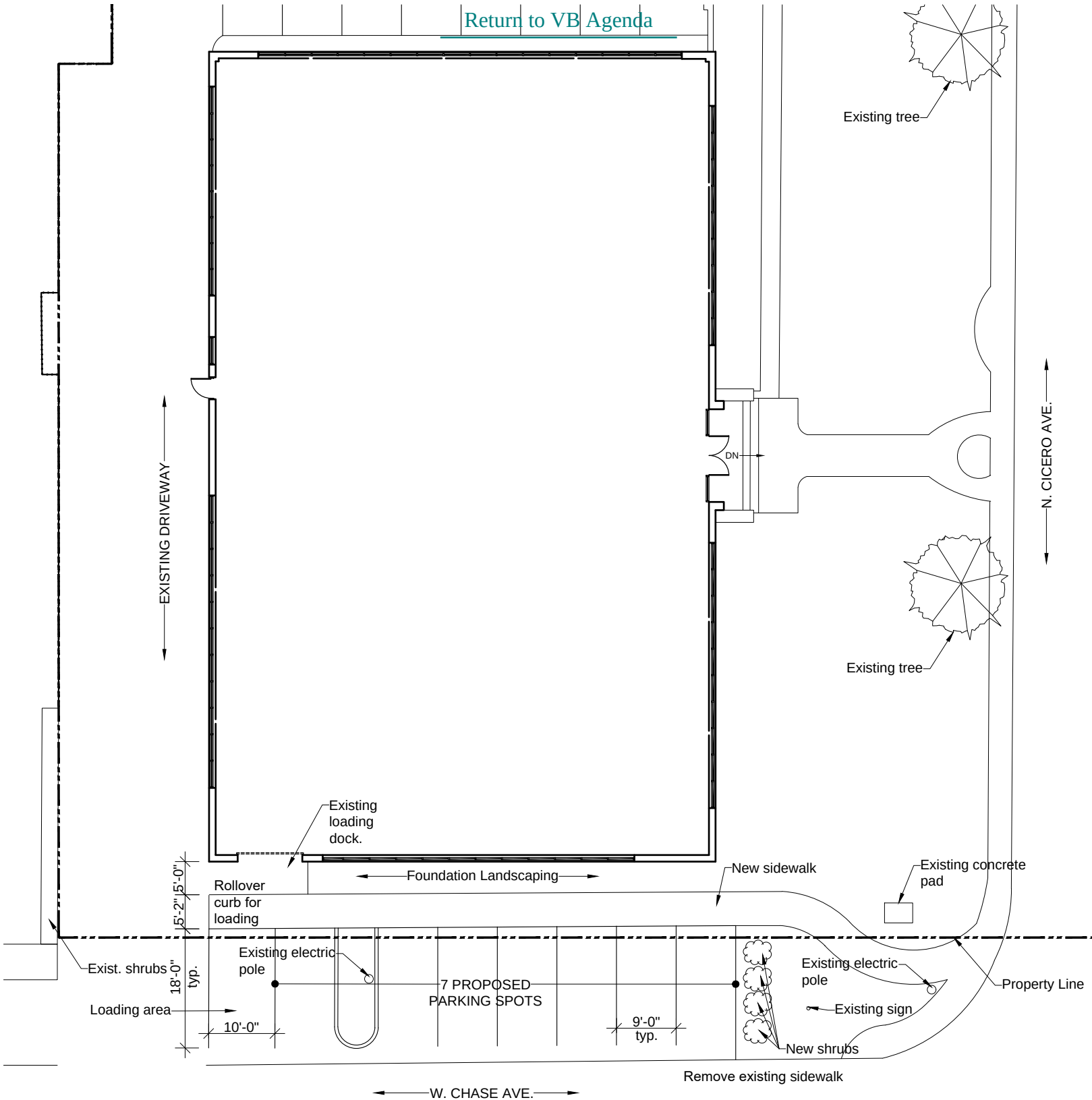
The request is for a perpetual use of the parkway for parking, subject to the annual renewal by the Village.

❖ **VARIANCE REQUEST**

- Variation to eliminate the required 8' Perimeter Landscaping Area. Some Landscaping will be provided on the east side, shielding Cicero Ave from the parking area. Because of the size of the site, each of the parking spaces would be accessed directly from Chase Ave. There is not enough space on the site for perimeter screening of the off street parking. See proposed Site Plan.

- Variation to reduce the required 6' Foundation Landscaping Area to 5' because there is not enough space to provide the full 6' of foundation plantings.. See proposed Site Plan.

- Remove tree on the SE corner of the building, which according to Public Works Director, "is in "Fair" condition due to its proximity to the electric lines and the trimming that has occurred over the years". Ownership will pay a replacement fee.



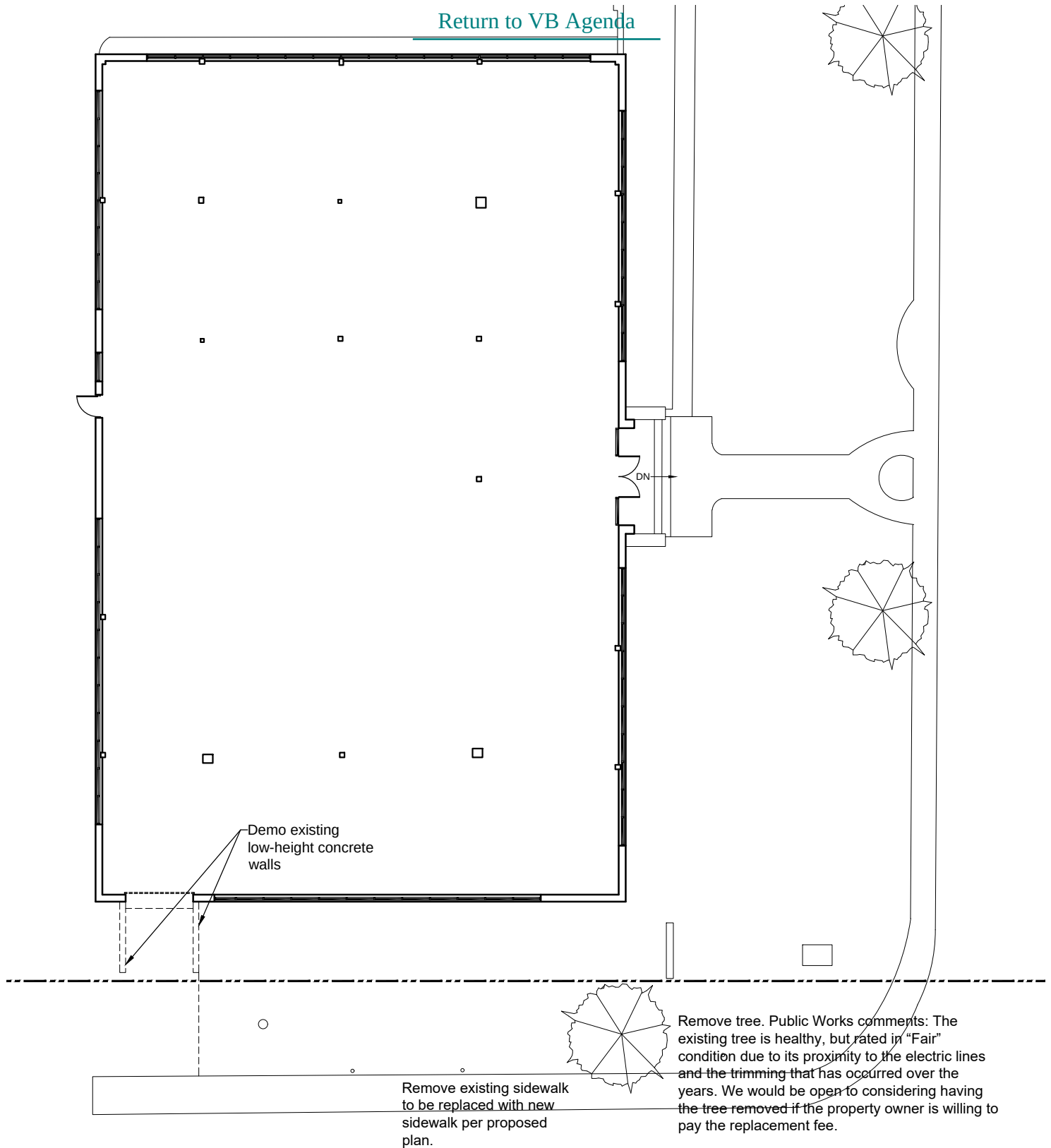
## Proposed Parking Layout

Not to scale

06-23-17

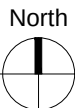
This drawing indicates the general scope of the building in terms of its layout. Contractors shall field verify any critical dimensions prior to construction. This drawing has been prepared by Gensburg, Ltd. Architecture/Design, 105 Revere Dr., Suite G. Northbrook, Illinois 60062 Tel. (847) 715-9591.

**PROPOSED PARKING**  
**7300 N. CICERO AVE.**  
**LINCOLNWOOD, ILLINOIS**



## Demo Site Plan

Not to scale



This drawing indicates the general scope of the building in terms of its layout. Contractors shall field verify any critical dimensions prior to construction. This drawing has been prepared by Gensburg, Ltd. Architecture/Design, 105 Revere Dr., Suite G. Northbrook, Illinois 60062 Tel. (847) 715-9591.

**SITE DEMOLITION  
7300 N. CICERO AVE.  
LINCOLNWOOD, ILLINOIS**

05-17-17



## PROFESSIONALS ASSOCIATED SURVEY, INC.

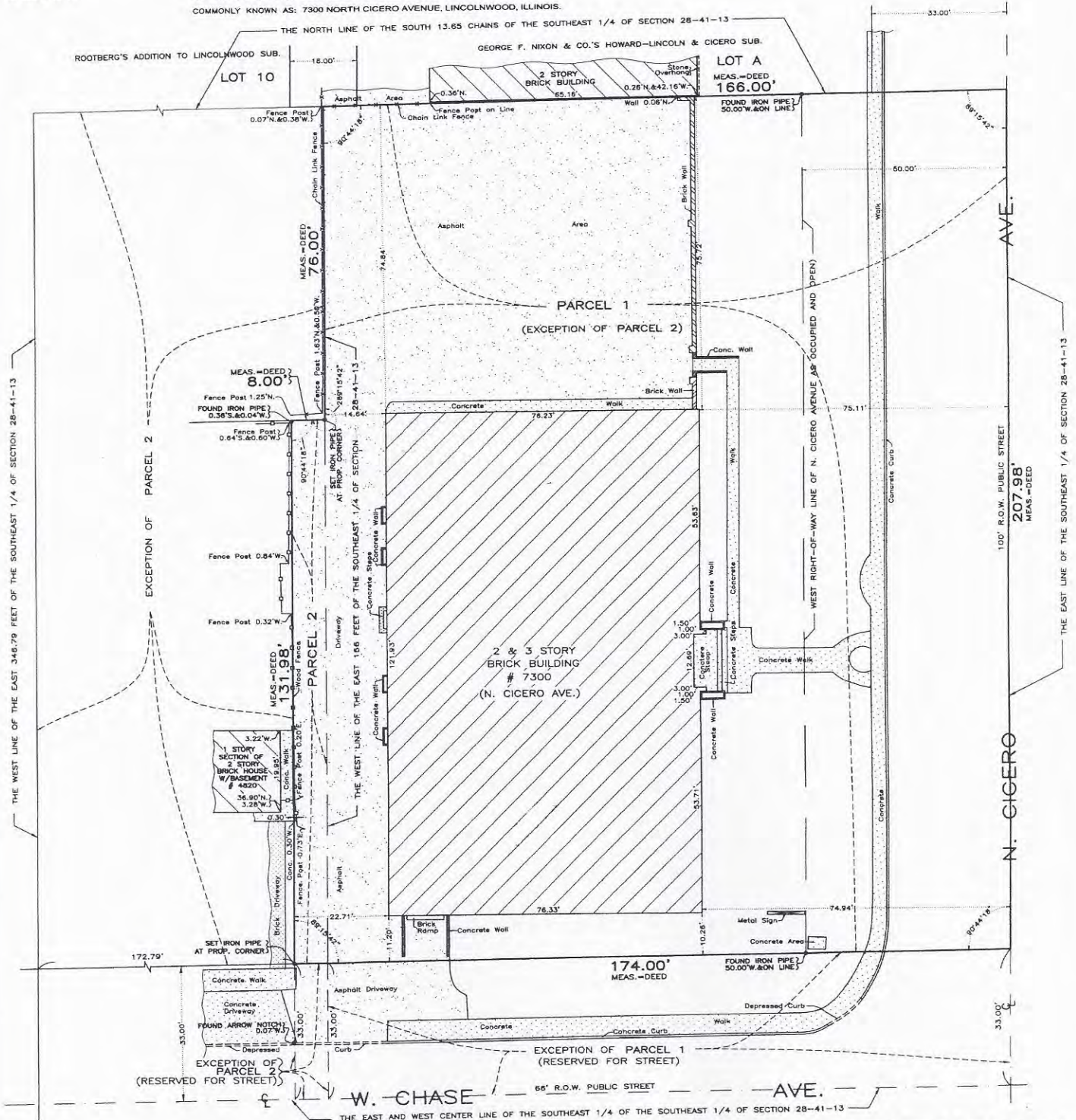
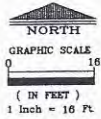
PROFESSIONAL DESIGN FIRM NO: 184-003023  
 7100 N. TRIPP AVE., LINCOLNWOOD, ILLINOIS 60712  
 TEL: (847) 675-3000, FAX: (847) 675-2167  
 E-mail: pa@professionalsassociated.com  
 www.professionalsassociated.com

## PLAT OF SURVEY

PARCEL 1: THE EAST 166 FEET (EXCEPT THE SOUTH 33 FEET THEREOF RESERVED FOR STREET) OF THAT PART OF THE EAST 1/2 OF THE SOUTH 13.65 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE EAST AND WEST CENTER LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 346.79 FEET (EXCEPT THE NORTH 76 FEET THEREOF) AND (EXCEPT THE WEST 172.79 FEET THEREOF) AND (EXCEPT THE EAST 166 FEET THEREOF) AND (EXCEPT THE SOUTH 33 FEET THEREOF RESERVED FOR STREET) OF THAT PART OF THE EAST 1/2 OF THE SOUTH 13.65 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF THE EAST AND WEST CENTER LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28 AFORESAID.

LAND TOTAL AREA: 35,577.55 SQ. FT. = 0.817 ACRE. (WITH STREET)  
 NET TOTAL AREA: 25,179.41 SQ. FT. = 0.578 ACRE. (WITHOUT STREET)  
 COMMONLY KNOWN AS: 7300 NORTH CIGERO AVENUE, LINCOLNWOOD, ILLINOIS.



THE LEGAL DESCRIPTION SHOWN ON THE PLAT HEREON DRAWN IS A COPY OF THE ORDER, AND FOR ACCURACY SHOULD BE COMPARED WITH THE TITLE OR DEED.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO YOUR DEED OR ABSTRACTS.

ORDER NO.: 15-88594

SCALE: 1 INCH = 16 FEET.

DATE OF FIELD WORK: March 12, 2015.

ORDERED BY: Charles R. Gryll, Ltd  
 Attorney at Law

NOTE:  
 SURVEYOR IS NOT ABLE TO ESTABLISH A STAKE AT THE NORTHWEST PROPERTY CORNER BECAUSE OF OBSTRUCTION.



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. THIS SURVEY HAS BEEN ORDERED FOR SURFACE DIMENSIONS ONLY, NOT FOR ELEVATIONS. THIS IS NOT AN ALTA SURVEY.

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE.

State of Illinois  
 County of Cook ss.

We, PROFESSIONALS ASSOCIATED SURVEY, INC., do hereby certify that we have surveyed the above described property and that, to the best of our knowledge, the plat hereon drawn is an accurate representation of said survey.

Date: March 16, 2015  
 Anthony E. Donaldson

ILL. PROF. LAND SURVEYOR - LICENSE EXP. DATE NOV. 30, 2016.

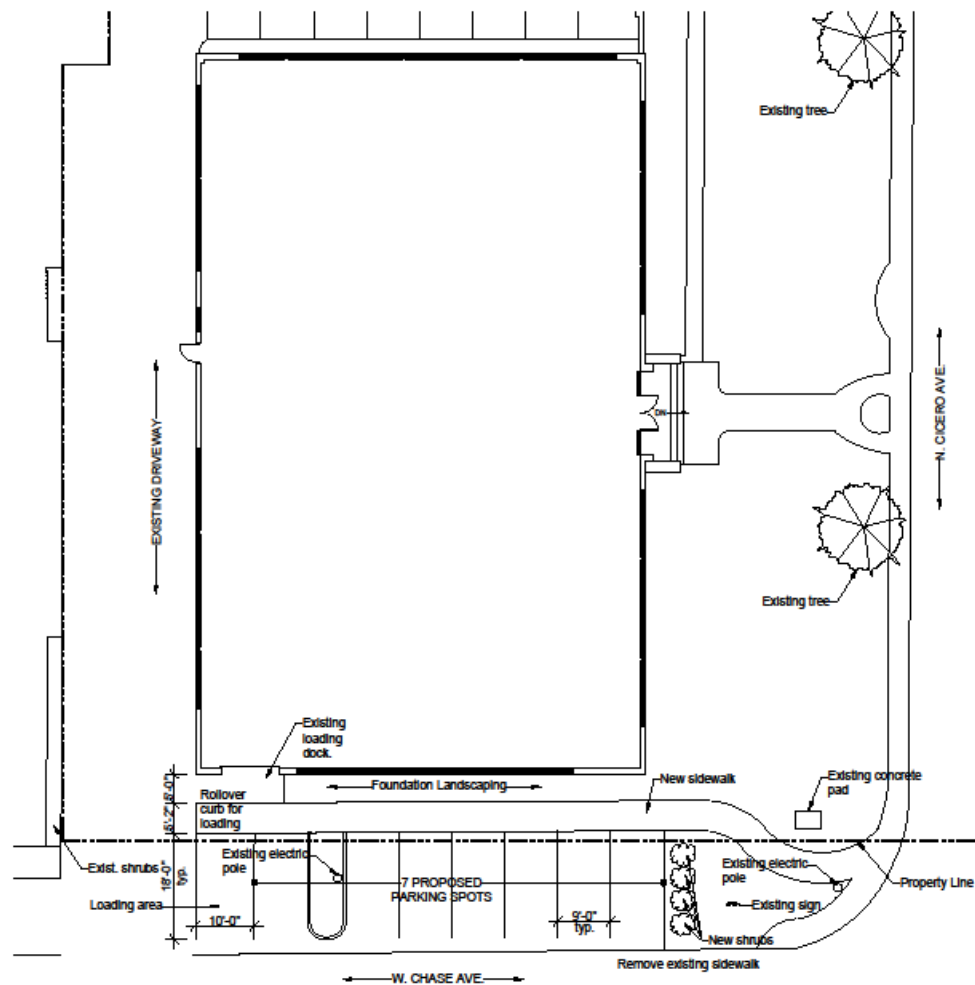
Drawn By: ZZ





# Designated Parkway Parking Request 7300 Cicero Avenue





### Proposed Parking Layout

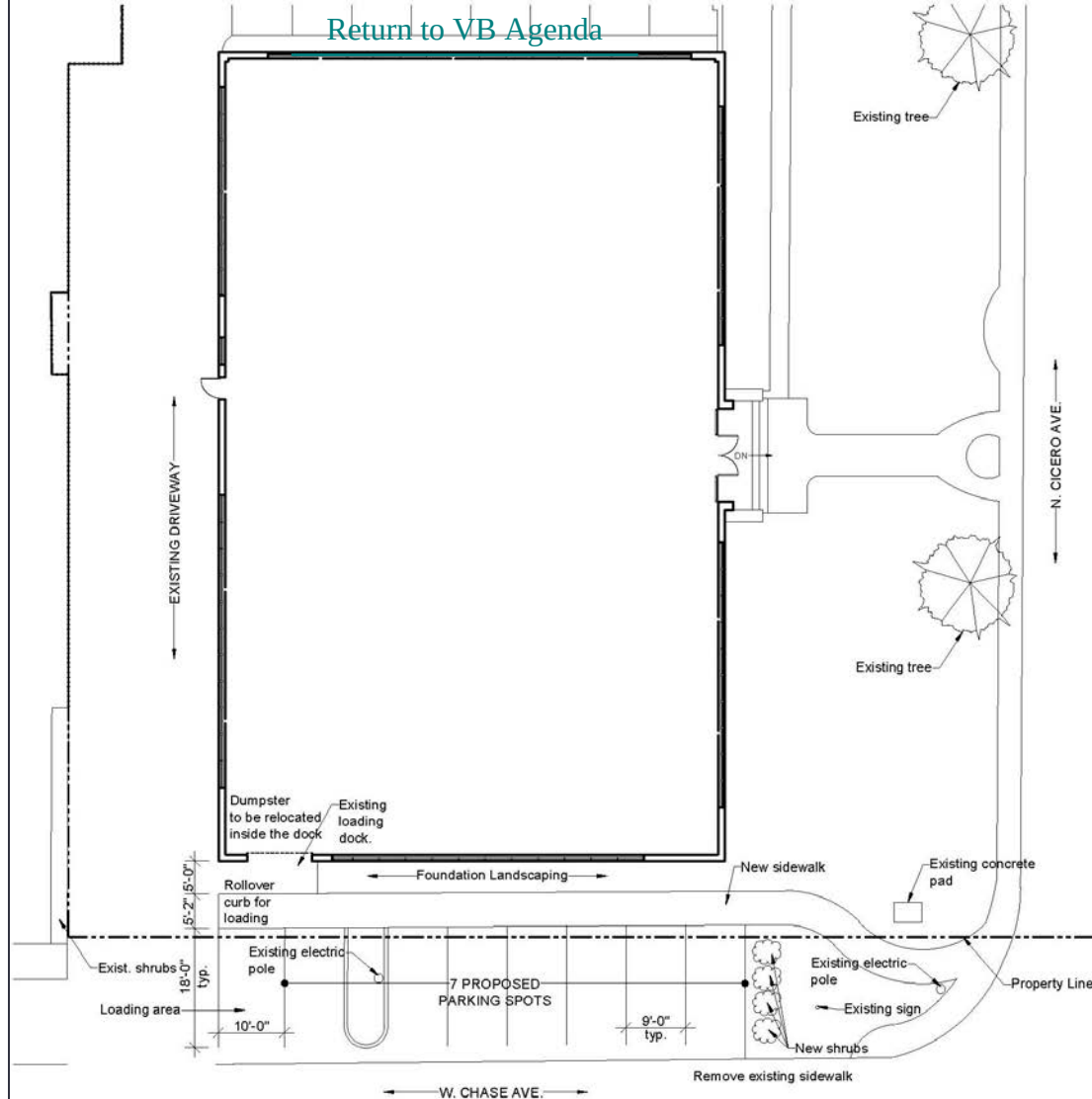
Not to scale



06-23-17

This drawing indicates the general scope of the building in terms of its layout. Contractors shall field verify any critical dimensions prior to construction. This drawing has been prepared by Gensburg, Ltd. Architecture/Design, 105 Revere Dr., Suite G, Northbrook, Illinois 60062 Tel. (847) 715-9591.

**PROPOSED PARKING**  
**7300 N. CICERO AVE.**  
**LINCOLNWOOD, ILLINOIS**



## Proposed Parking Layout

Not to scale



06-23-17

This drawing indicates the general scope of the building in terms of its layout. Contractors shall field verify any critical dimensions prior to construction. This drawing has been prepared by Gensburg, Ltd. Architecture/Design, 105 Revere Dr., Suite G, Northbrook, Illinois 60062 Tel. (847) 715-9591.

**PROPOSED PARKING**  
**7300 N. CICERO AVE.**  
**LINCOLNWOOD, ILLINOIS**

## Request for Designated Parking Area - 7300 N. Cicero Avenue





















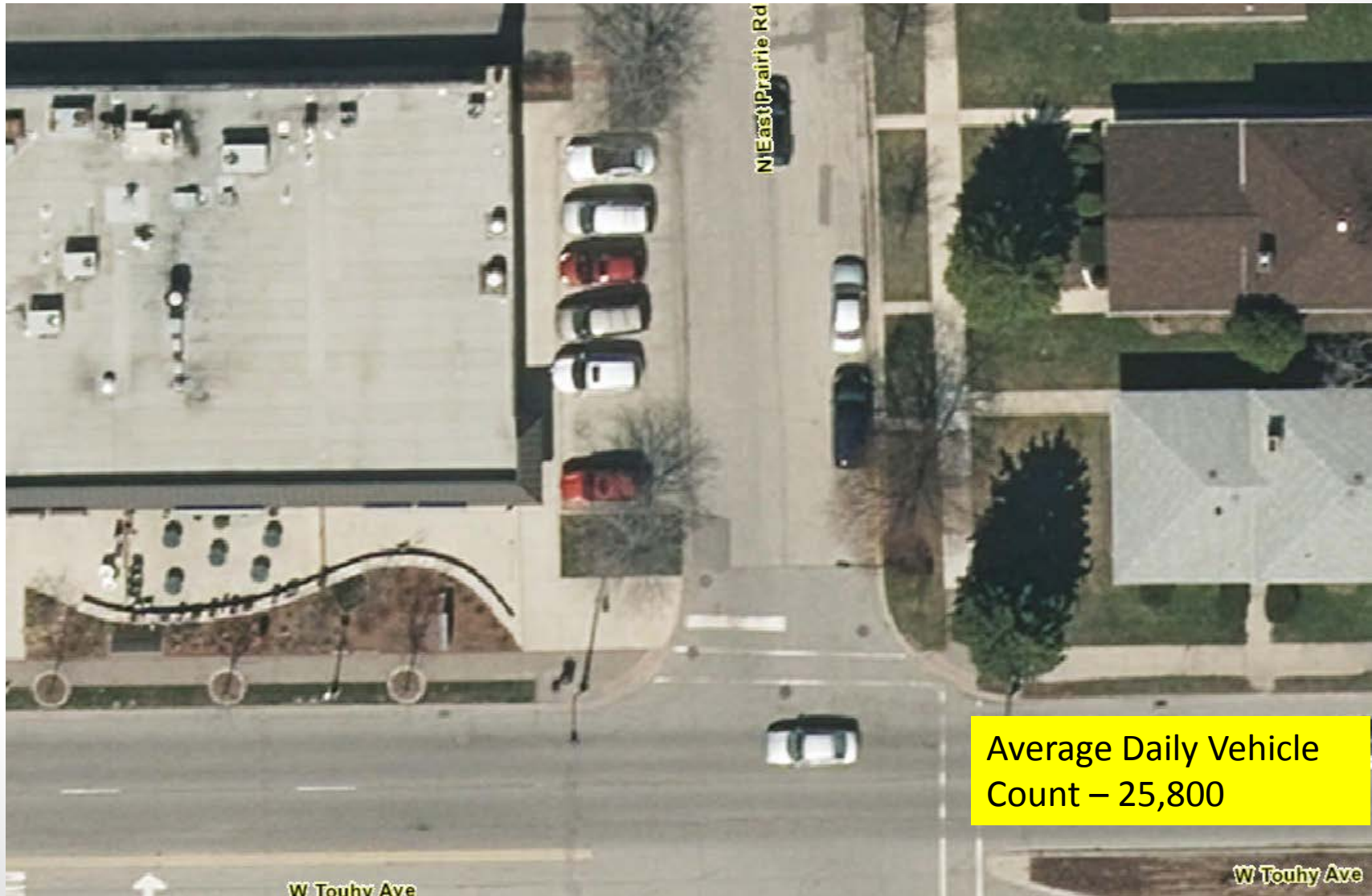






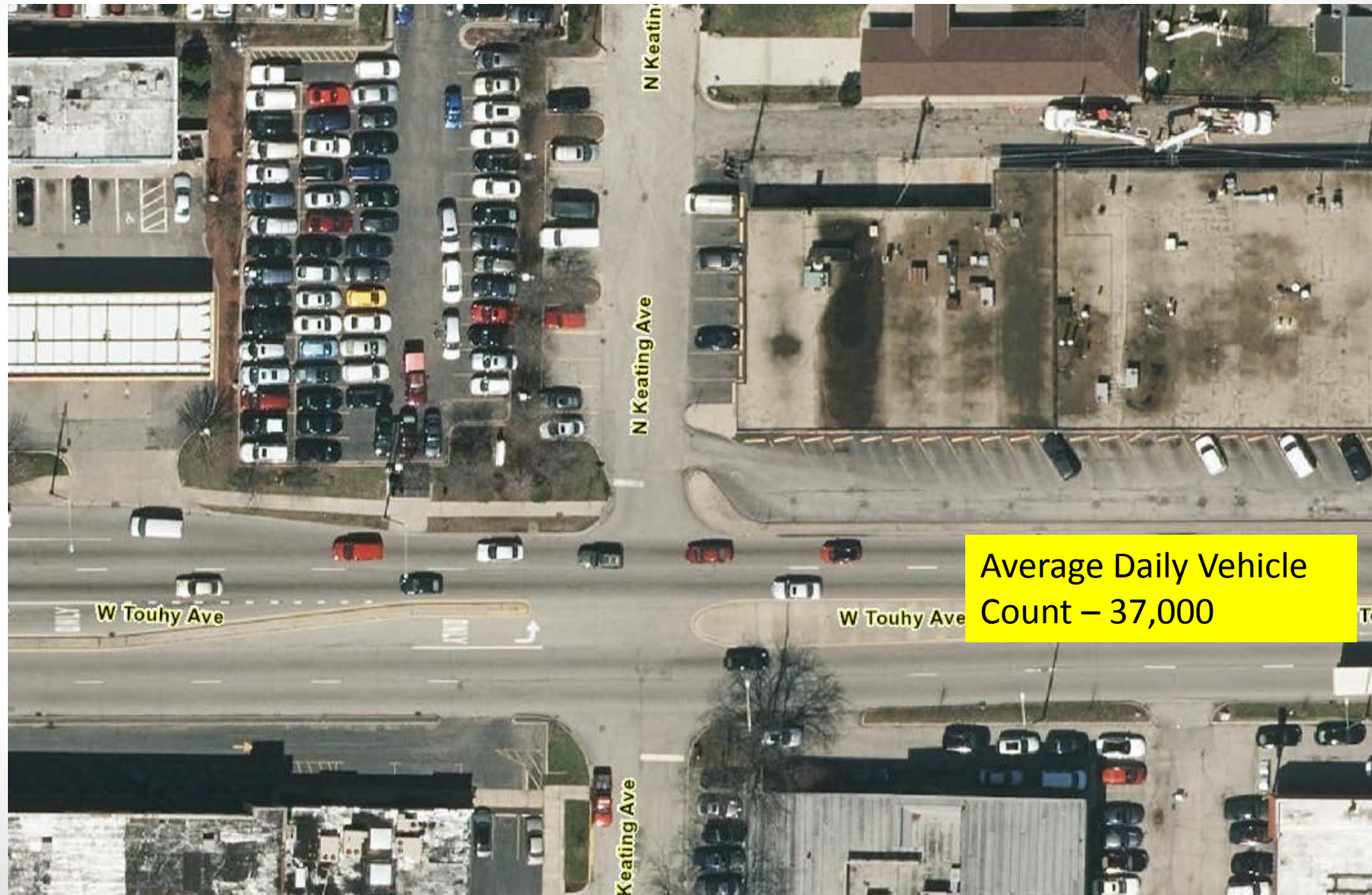
## Designated Parkway Parking: East Prairie North of Touhy Avenue

### No Traffic Crashes Related to Head-in Parking Since 2015

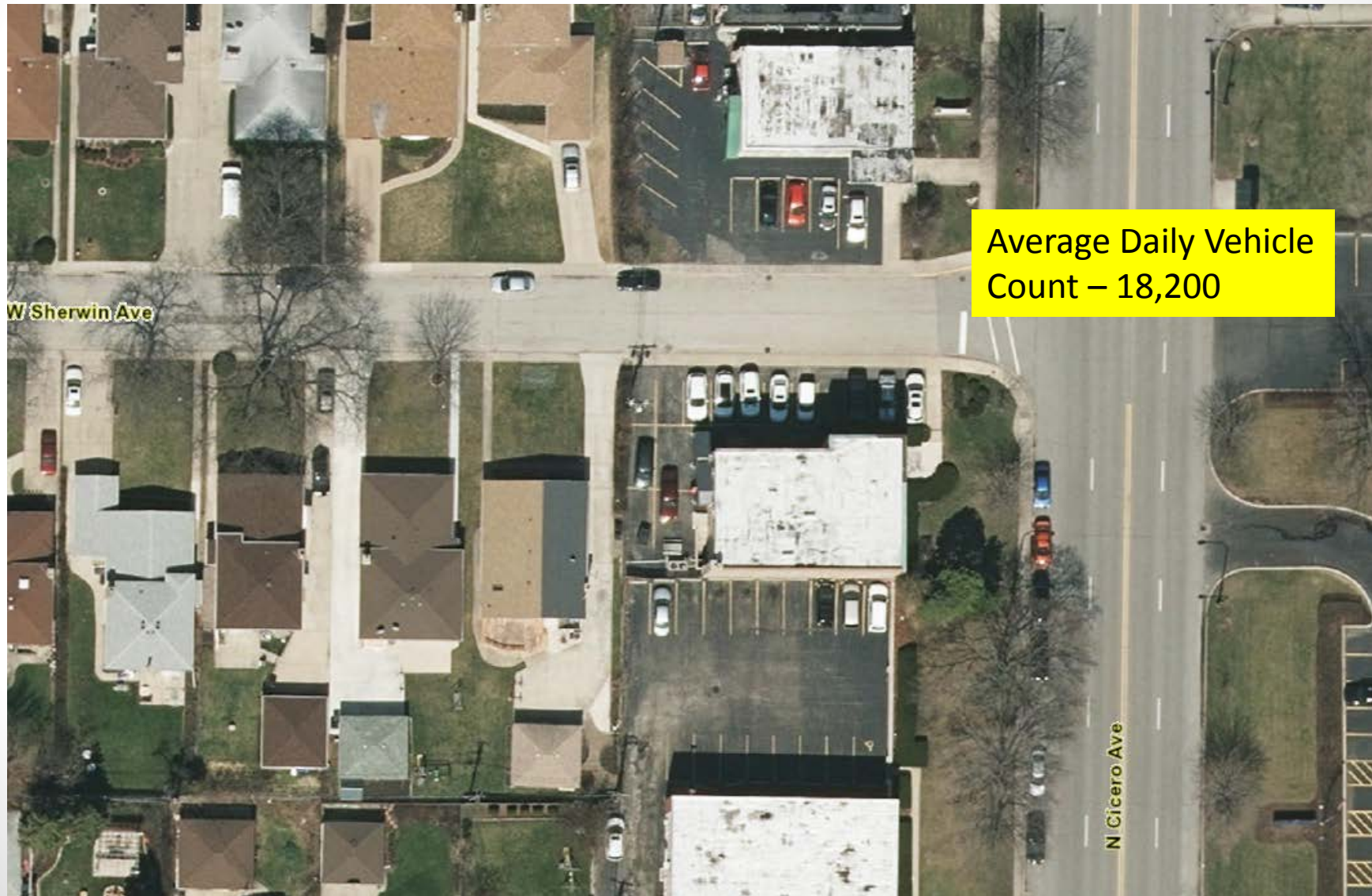




## Designated Parkway Parking: Keating Avenue North of Touhy Avenue No Traffic Crashes Related to Head-in Parking Since 2015



## Parkway Parking: Sherwin Avenue West of Cicero Avenue No Traffic Crashes Related to Head-in Parking Since 2015

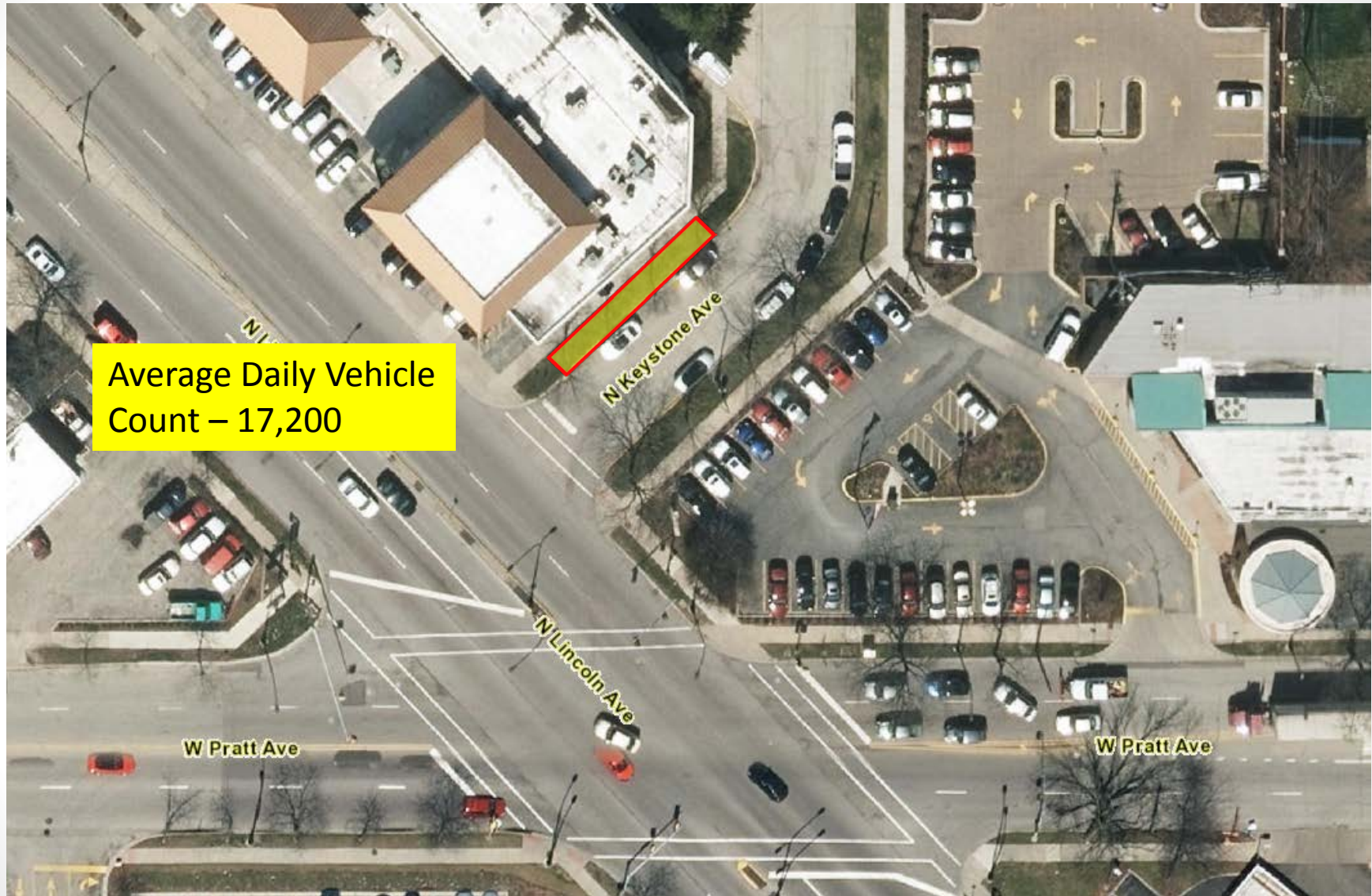




## Designated Parkway Parking: Kimball Avenue North of Devon Avenue No Traffic Crashes Related to Head-in Parking Since 2015



## Designated Parkway Parking: Keystone Avenue East of Lincoln Avenue

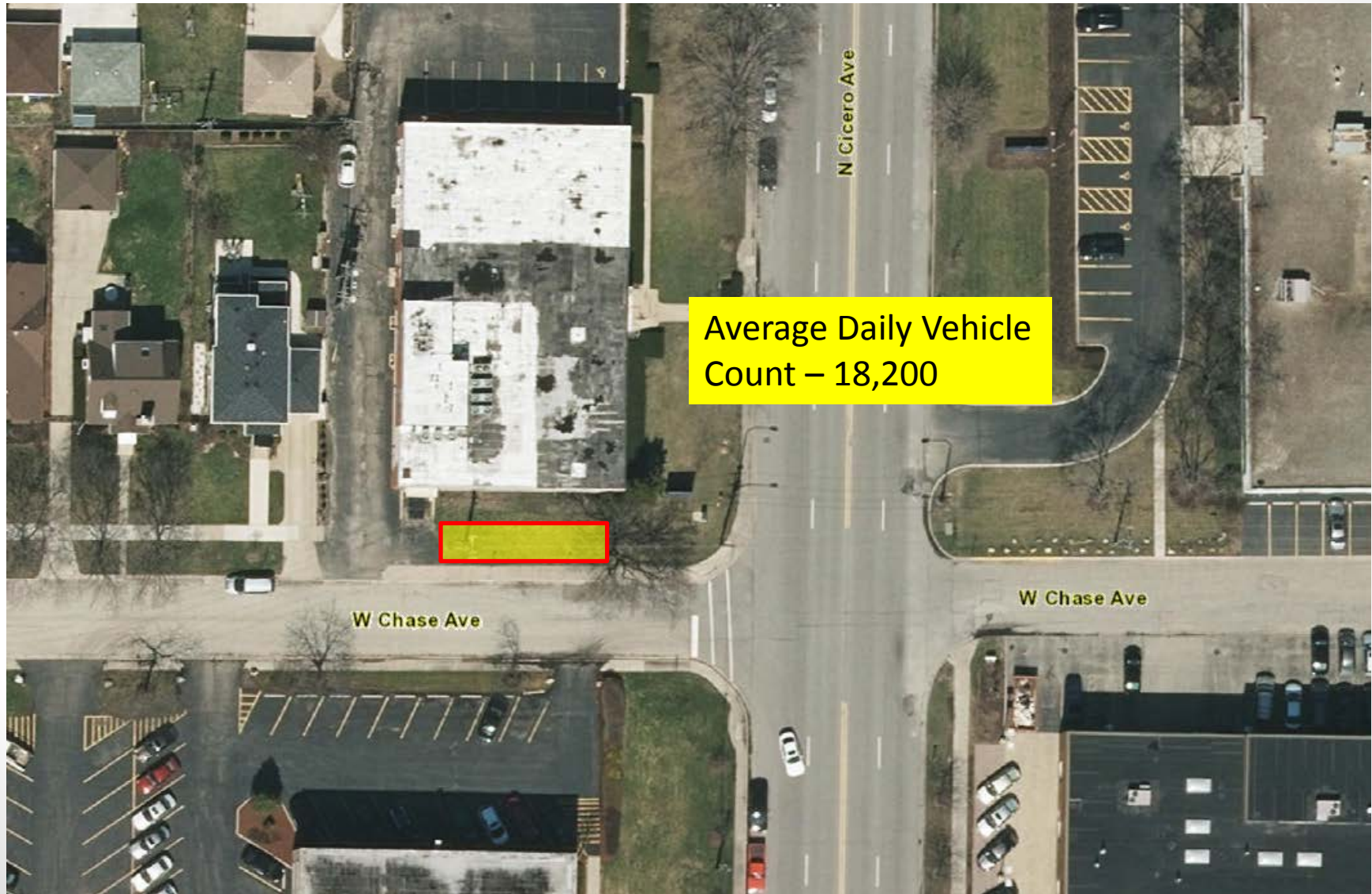




## Designated Parkway Parking: Keystone Ave. East of Lincoln Ave.



## Proposed Designated Parkway Parking: Chase Avenue West of Cicero







## ***TRAFFIC COMMISSION, VILLAGE OF LINCOLNWOOD***

***6900 N. Lincoln Avenue, Lincolnwood, IL 60712***

### **Regular Meeting Minutes**

**Draft August 31, 2017**

**Village Hall Council Chambers  
6900 North Lincoln Avenue  
Lincolnwood, IL 60712**

#### **1. Call to Order**

Chairman Troiani called the meeting to order at 7:00 p.m.

#### **2. Pledge to the Flag**

Chairman Troiani led the Pledge to the Flag.

#### **3. Roll-call**

##### **Present**

Commissioner Mark Bonner  
Commissioner Antonio Costantino  
Commissioner Scott Troiani  
Commissioner Stanley Wilk  
Trustee Liaison Jesal Patel  
Andrew Letson, Public Works Director  
Nadim Badran, Assistant to the Public Works Director  
James Amelio, Village Engineer  
Robert LaMantia, Chief of Police

##### **Absent**

Commissioner James Lee  
Commissioner Claude Petit  
Police Officer Michael Knapp

#### **4. Report by Chair**

Chairman Troiani 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 and thoughtful traffic safety initiatives to the full Village Board.

#### **5. Approval of Minutes**

Commissioner Wilk moved to approve the minutes of the July 27, 2017 Traffic Commission meeting, as presented. Commissioner Bonner seconded. The motion was unanimously approved.

## 6. Unfinished Business

- a. Consideration of a Request for Designated Parkway Parking at 7300 N. Cicero Avenue, on the 4800 Block of Chase Avenue

On July 31, 2017, the Traffic Commission considered a request for Designated Parkway Parking on the south side of the building located at 7300 N. Cicero Avenue; on the 4800 block of W. Chase Avenue. Currently, parking is prohibited on Chase Avenue west of Cicero Avenue. The petitioner is proposing seven Designated Parkway Parking spaces on the north side of Chase Avenue east of the building's loading dock.

A legal notice was published in advance of the meeting and neighbors were sent a meeting notification letter in accordance with the Municipal Code. The petitioner is requesting two variations.

The first variation is a request to reduce the required foundation landscaping from six feet to five feet. The location does not have sufficient space to allow for six feet of landscaping.

The second variation is a request to eliminate the perimeter landscaping to the immediate west of the loading dock. The area to the west of the loading dock and east of rear drive on the west side of the building is narrow and it would be difficult to grow and maintain foliage.

One resident sent an email opposing the petitioner's request. The concerns stated include; the petitioner's unknown future requests, drainage, the impact on traffic safety, the dumpster near the loading dock, the bus stop, and pedestrians walking across the sidewalk.

One resident spoke at the meeting. The resident expressed concern on how the plan would affect the bus stop on the 4800 block of Chase Avenue, the dumpster in front of the loading dock, and employees from the nearby car dealership parking in the area.

The Traffic Commission reviewed and discussed petitioner's request, before tabling it to the August meeting. The Commission requested traffic volume counts on Chase Avenue and Cicero Avenue, and a revised plan showing the dumpster inside the building.

On August 31, 2017, staff reported on traffic volume on Cicero Avenue and on Chase Avenue west of Cicero Avenue, five similar parkway parking locations with no evidence of traffic safety concerns, and the petitioner's revised plan depicting the dumpster inside the building. Precise traffic volumes of the five locations are included in the PowerPoint presentation.

Staff reviewed the petitioner's request and all relevant data including the traffic volume, traffic speeds, motor vehicle traffic crash history, roadway

design, pedestrian generators, parking usage, and input from the community, and failed to identify any traffic, parking or pedestrian safety concerns.

The Commission reviewed and discussed the petitioner's request for Designated Parkway Parking. The following concerns were identified by the Commission during the discussion.

1. Neighbors may park in the proposed parkway parking spaces
2. Employees from a neighboring car dealership may park in the proposed parkway parking spaces
3. Guests of a proposed hotel may park in the proposed parkway parking spaces
4. One Commissioner stated he would like to see the applicant purchase the property
5. The parking may interfere with a school bus that drops off and picks up children on the 4800 block of Chase Avenue

Following the discussion, Commissioner Wilk moved to recommend the Village Board approve the petitioner's request for Designated Parkway Parking. There was no second. The motion failed.

Following the failed motion, Commissioner Wilk moved to recommend the Village Board deny the petitioner's request for Designated Parkway Parking. Commissioner Bonner seconded. The motion was unanimously approved.

## 7. New Business

- a. 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 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 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.

- b. 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 to 12-hours 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.

8. Public Forum

None

9. Report by Staff

None

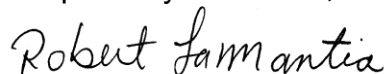
10. Good of the Order

Commissioner Wilk discussed the importance of motorcycle safety.

11. Adjournment

Commissioner Costantino moved to adjourn the meeting at 8:19 p.m.  
Commissioner Bonner seconded. The motion was unanimously approved.

Respectfully submitted,



Robert LaMantia  
Chief of Police



## ***TRAFFIC COMMISSION, VILLAGE OF LINCOLNWOOD***

***6900 N. Lincoln Avenue, Lincolnwood, IL 60712***

### **Regular Meeting Minutes**

**July 27, 2017**

**Village Hall Council Chambers**

**6900 North Lincoln Avenue**

**Lincolnwood, IL 60712**

#### **1. Call to Order**

Chairman Troiani called the meeting to order at 7:00 p.m.

#### **2. Pledge to the Flag**

Chairman Troiani led the Pledge to the Flag.

#### **3. Roll-call**

##### **Present**

Commissioner Mark Bonner

Commissioner Antonio Costantino

Commissioner Donald Gelfund

Commissioner James Lee

Commissioner Scott Troiani

Commissioner Stanley Wilk

Trustee Liaison Jesal Patel

Andrew Letson, Public Works Director

Nadim Badran, Assistant to the Public Works Director

James Amelio, Village Engineer

Police Officer Michael Knapp

Robert LaMantia, Chief of Police

##### **Absent**

Commissioner Claude Petit

#### **4. Report by Chair**

Chairman Troiani 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. Chair Troiani acknowledged Commissioner Gelfund's accomplishments as Chair of the Traffic Commission since its inception, and his accomplishments on the Niles Township Board of Trustees.

#### **5. Approval of Minutes**

Commissioner Bonner moved to approve the minutes of the May 25, 2017 Traffic

Commission meeting, as presented. Commissioner Costantino seconded. The motion was unanimously approved.

6. Unfinished Business

None

7. New Business

- a. Consideration of a Request to Extend the No Parking Restriction on Pratt Avenue an Additional Thirty Feet East of the Private Drive to Trim-Tex Incorporated located at 3700 Pratt Avenue.

Mr. Leo Budzik, and employee of Trim-Tex presented his employer's request to extend the No Parking area to 30' east of their driveway to provide an adequate line-of-sight for employees leaving their parking lot and motorists traveling westbound on Pratt Avenue.

Chief LaMantia reported presented a PowerPoint with the petitioner's request (attached) and advised the Commission that staff placed temporary no parking signs at the location for more than 30 days with no adverse consequence. Staff recommended approval of the petitioner's request.

Commissioner Bonner moved to recommend the Village Board approve increasing the No Parking area to the east of Trim-Tex to 30' to improve the line-of-sight. Commissioner Wilk seconded. The motion was unanimously approved.

- b. Consideration of a Request for Designated Parkway Parking at 7300 N. Cicero on Chase Avenue, West of Cicero

Chief LaMantia presented the petitioner's request in a PowerPoint (attached). The petitioner submitted a completed application, a legal notice of a public hearing was published, neighbors within 250' of the location were notified via mail, and an agenda was posted more than 48 hours in advance.

Mr. Nik Turik, the owner of the property presented his plan. He was assisted by his Architect, Ms. Betsy Gensburg.

Mr. Turik's application met the requirements of the Code with two exceptions. Mr. Turik is seeking a variation from the Code with regards to providing eight feet of Perimeter Landscaping because of the size of the sight, and the Six Foot Foundation Landscaping. Mr. Turik indicated he would provide some landscaping on east side of the parking to shield Cicero Avenue. from the parking and would provide five feet of foundation landscaping. There is not sufficient space to provide six feet of foundation landscaping.

Staff received a letter from Ms. Christina Daratzis opposing the petitioner's request. Ms. Daratzis cited the owner should work within the parameters of the building he chose to purchase, removing greenery will hinder drainage and add to flooding, cars approaching from Cicero Avenue will not have time to stop, there is no place for the dumpster in the loading dock, concerns for the bus stop, concerns for pedestrians walking on the sidewalk and space between the proposed parking and the corner as reasons for her opposition.

Ms. Sandy Troiani spoke at the meeting. She stated there is no place for the dumpster currently in the loading dock, cars overhang on the sidewalk, there is a significant amount of pedestrian traffic, the location is within a block of a major intersection and some motorists accidentally turn onto Chase Avenue thinking it is an access to the expressway. Ms. Troiani expressed if concerns are appropriately addressed, she would not object to the request.

The Commission reviewed and discussed the petitioner's request.

Chair Troiani inquired about the removal of one tree. Mr. Letson said the tree has been evaluated and is only in fair condition. The removal would be reviewed by the Village and determine if a replacement is necessary. The current tree interferes with the ComEd lines.

Commissioner Bonner inquired as to the legality of the dumpster. Chief LaMantia indicated that since the petitioner is requesting two variations, the Commission can recommend the Board require the dumpster be enclosed. The petitioner agreed to place the dumpster inside the building. Commissioner Costantino indicated it is not practical to place the dumpster in the building.

Mr. Amelio indicated he reviewed the revised plans and motor vehicles will not block the sidewalk. In addition, the petitioner will be required to meet the Code with regard to storm water.

Commissioner Wilk inquired about the trade school in the building. The petitioner said the parking would be available to all employees.

Commissioner Gelfund pointed out the petitioner would be paying for all of the improvements and the property would remain public property. Mr. Amelio estimated the cost of the project would exceed \$50,000.00.

Commissioner Bonner moved to table the matter to the next meeting so the petitioner could show the location of the dumpster on the plan and staff could collect average daily vehicle counts. Commissioner Costantino seconded. The motion was approved.

c. Pedestrian Safety - Side Walk Recommendation

- i. After review and discussion, Commissioner Wilk moved to recommend the Village Board approve sidewalks in future Illinois Department of Transportation projects on the north and south side of Touhy Avenue west of Cicero Avenue. Commissioner Bonner seconded. The motion was unanimously approved.
- ii. After review and discussion, Commissioner Bonner moved to recommend the Village Board approve sidewalks in future Illinois Department of Transportation projects on Cicero Avenue from Lunt Avenue to Pratt Avenue on both the east and west sides of the street. Commissioner Wilk seconded. The motion was unanimously approved.
- iii. After review and discussion, Commissioner Bonner moved to request staff to include Pratt Avenue and Hamlin Avenue in the Pratt Avenue and East Prairie Avenue Stop Sign Study. Commissioner Wilk seconded. The motion was unanimously approved.
- iv. The Commission reviewed and discussed the Union Pacific Bike Path and Northshore Avenue right-of-way. No action was taken.

8. Public Forum

Mr. Ira Saltzman of 4601 Touhy Avenue reported motorists leaving the Psistaria Restaurant are disobeying the Right Turn Only sign onto the 7100 block of Kilpatrick Ave. Chief LaMantia advised the Commission Officer Michael Knapp will initiate a Selective Traffic Enforcement Program to address the concern and report back at the August meeting.

9. Report by Staff

Mr. Amelio reported on the Illinois Department of Transportation Six Year Plan:

- a. Bridge replacement of Devon Avenue at I-94 (2019 or Beyond)
- b. Devon resurfacing – Springfield to McCormick (2019 or Beyond)
- c. McCormick resurfacing – Dempster to Pratt (2019 or Beyond)
- d. Touhy resurfacing – west of Cicero (2018)
- e. Touhy resurfacing – Cicero to Kedzie (2019 or Beyond)
- f. Touhy @ Hamlin Traffic Signal (2019 or Beyond)
- g. Devon Streetscape - Lincoln to McCormick (Local/Lincolnwood Project)



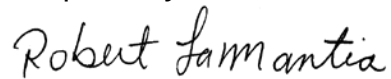
10. Good of the Order

None

11. Adjournment

Commissioner Gelfund moved to adjourn the meeting at 8:45 p.m. Commissioner Bonner seconded. The motion was unanimously approved.

Respectfully submitted,

A handwritten signature in black ink that reads "Robert LaMantia". The signature is written in a cursive, flowing style.

Robert LaMantia  
Chief of Police

# Request For Board Action

**REFERRED TO BOARD:** October 3, 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 19, 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

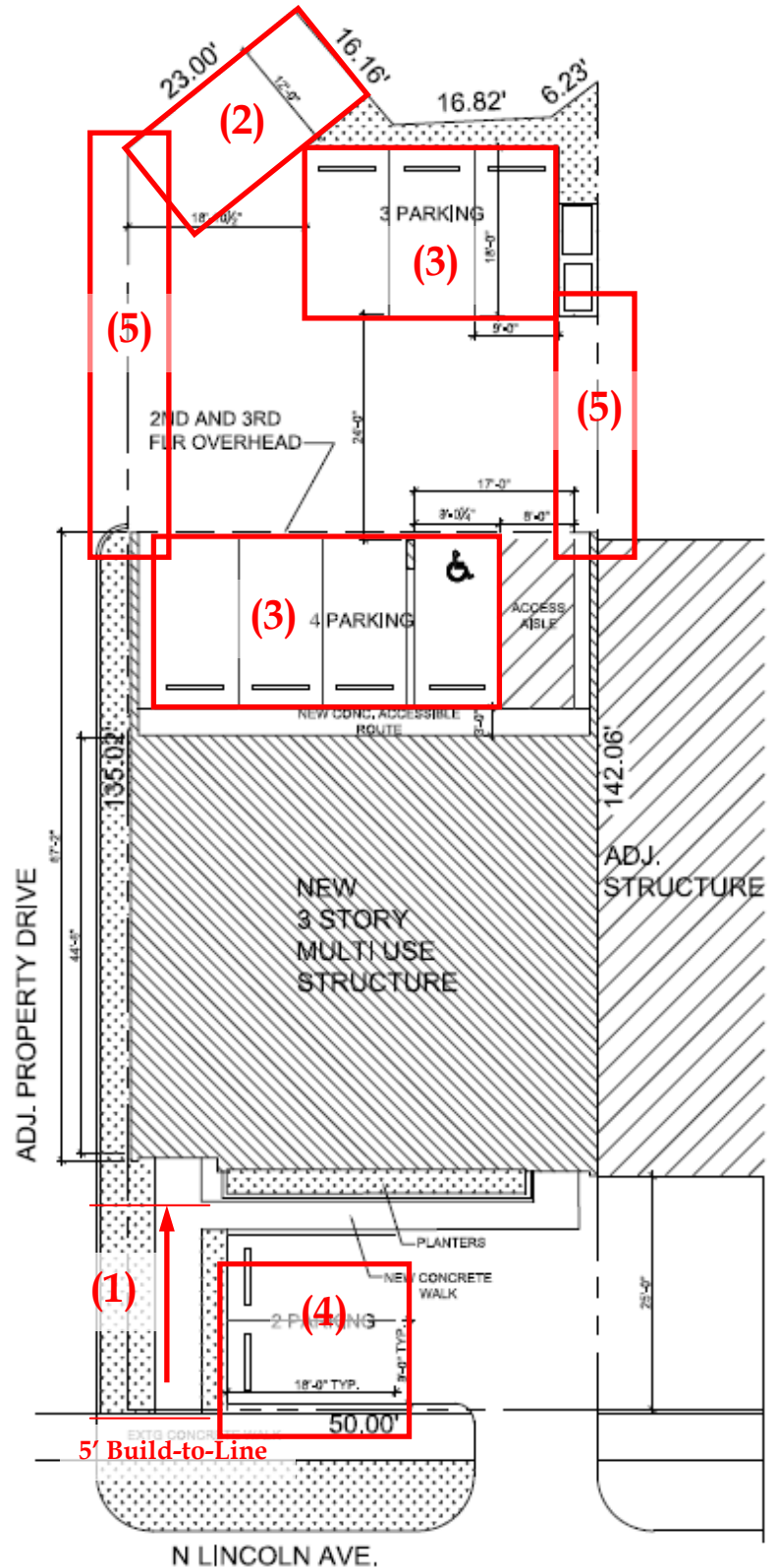
The Petitioner seeks approval to permit the construction of the new mixed-use building further back than the five-foot build-to line as required by the Additional Standards for Mixed-Use Section of the Zoning Code. The stated purpose of this build-to requirement is to locate buildings close to public 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
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.

**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.

**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.

**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".



## 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).

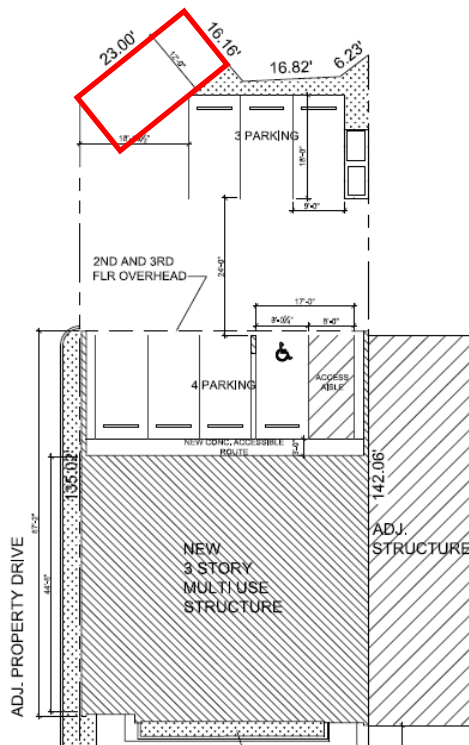
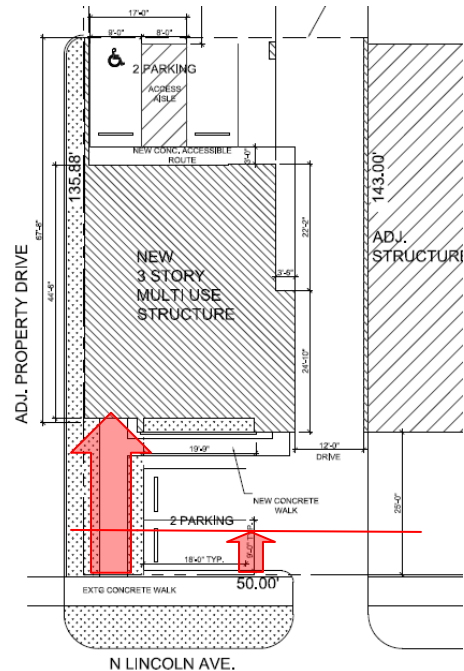


### **Variations**

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*

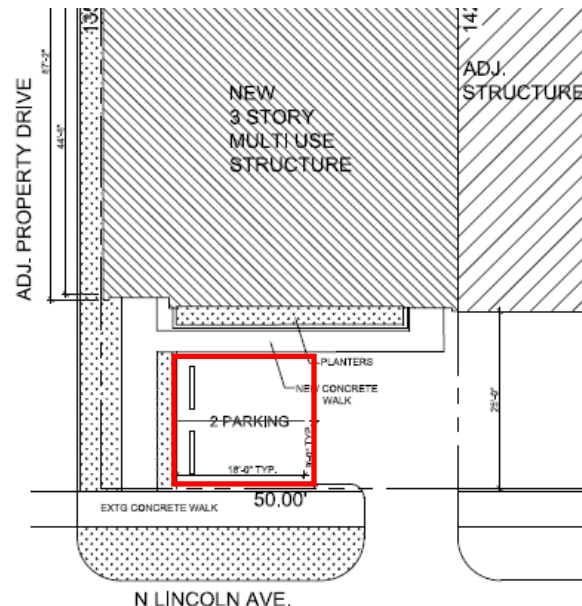
*Office, general or professional: 4 spaces*

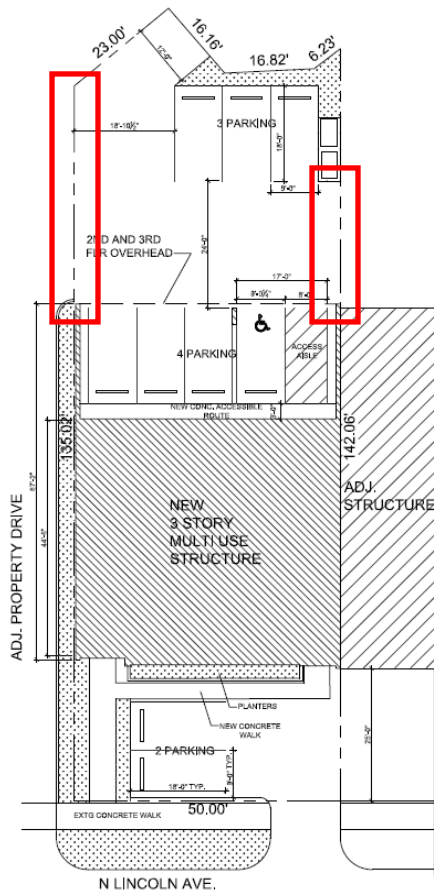
*Dwellings above first floor commercial: 4 spaces*

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.





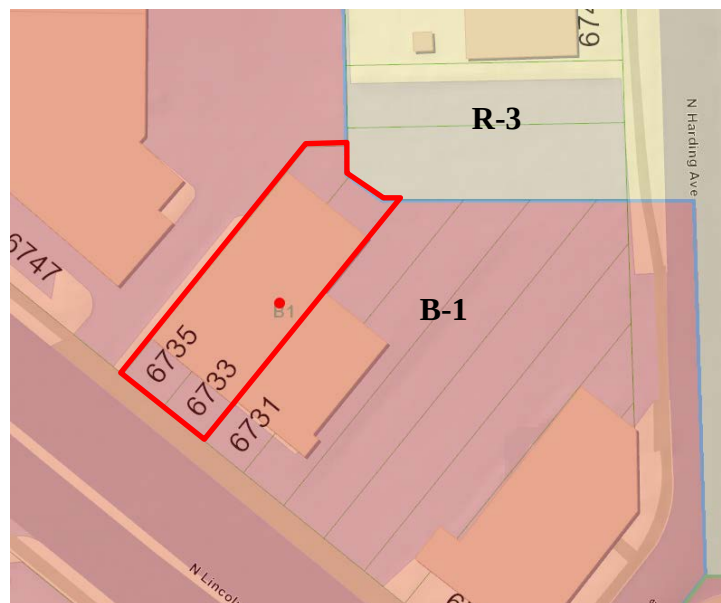
Off-Street Parking Perimeter Landscape Variation: The Petitioner seeks approval to waive the eight-foot required width of perimeter landscaping along the side lot lines of the rear off-street parking area. The new off-street parking area does not include any perimeter landscape area.

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

Print Name

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.

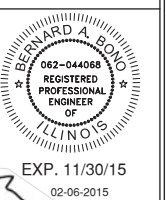
11. The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any.

12. The proposed sign conforms with the design and appearance of nearby structures and signs.



DRAWING INDEX:

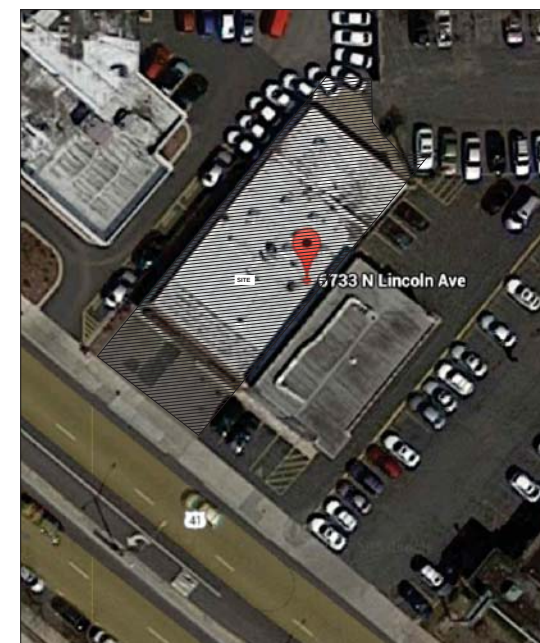
1. TITLE SHEET, LEGEND, SITE LOCATION, & AERIAL MAP
2. EXISTING TOPOGRAPHY & DEMOLITION PLAN
3. PRELIMINARY GRADING, DRAINAGE, & UTILITY PLAN



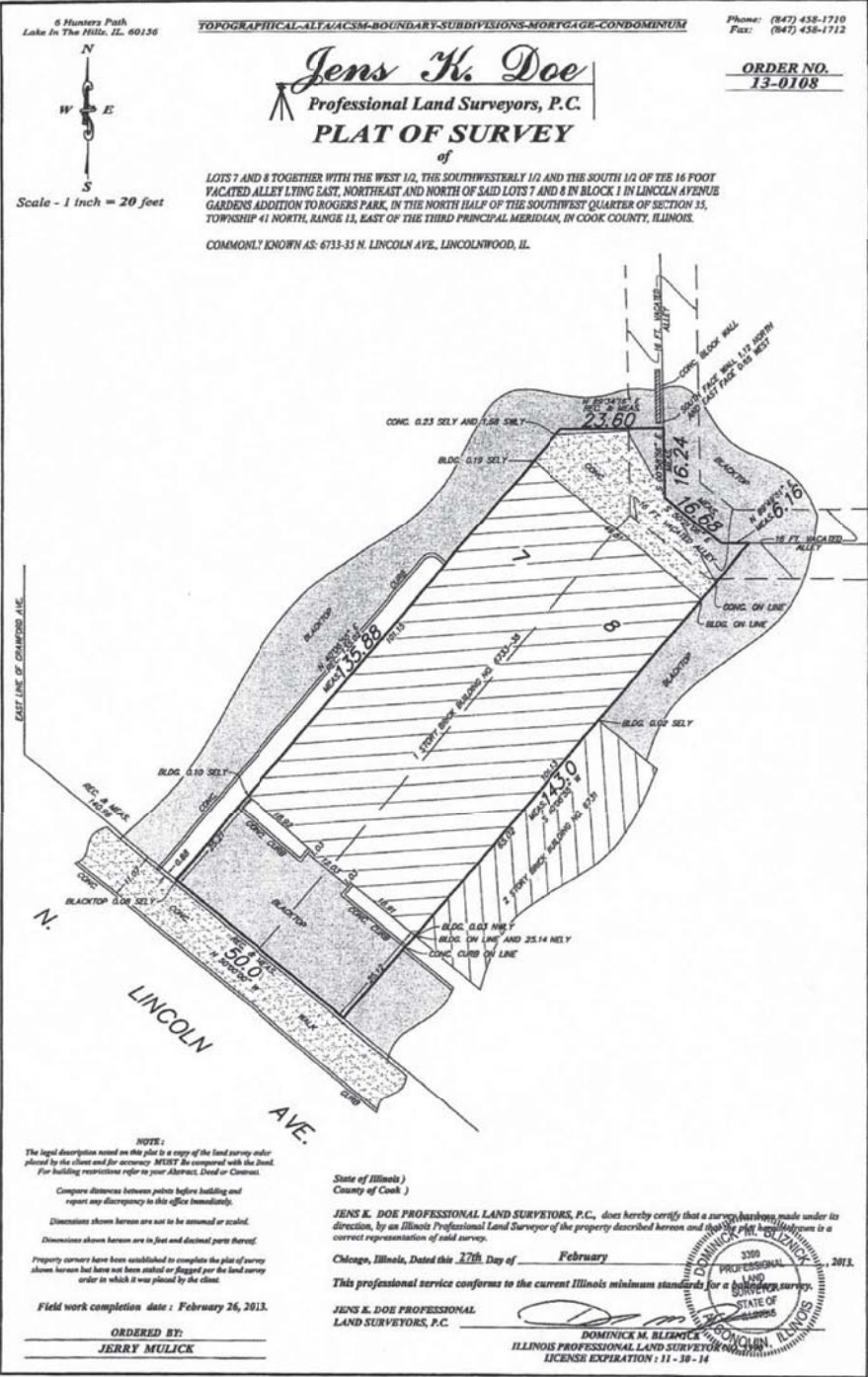
3 STORY MULTI USE BUILDING  
6733 LINCOLN AVE., LINCOLNWOOD, ILLINOIS

|                                    | EXISTING | PROPOSED    |
|------------------------------------|----------|-------------|
| Property Line                      |          |             |
| Sanitary Sewer Line                |          |             |
| Water Line                         |          |             |
| Storm Sewer Line                   |          |             |
| Storm Manhole                      |          |             |
| Sanitary Manhole                   |          |             |
| Combined Sewer                     |          |             |
| Combined Manhole                   |          |             |
| Catch Basin                        |          |             |
| Inlet                              |          |             |
| Water Valve Vault                  |          |             |
| Water Valve                        |          |             |
| Grade                              |          |             |
| Drainage Divide                    |          |             |
| Curb & Gutter                      |          |             |
| Cleanout                           |          |             |
| Downspout (Roof Drains)            |          |             |
| Water B. Box                       |          |             |
| Tree Protection Fence              |          |             |
| Construction Fence                 |          |             |
| Inlet Filter Basket                |          |             |
| Traffic Direction Pavement Marking |          |             |
| Fire Hydrant                       |          |             |
| Top of Curb                        |          | T/C XXXX.XX |
| Bottom of Curb                     |          | B/C XXXX.XX |
| Top of Curb                        |          | T/C XXXX.XX |
| Bottom of Gutter                   |          | B/G XXXX.XX |
| Walk                               |          | W XXXX.XX   |
| Bottom of Walk                     |          | B/W XXXX.XX |
| Depressed Curb                     |          | D/C XXXX.XX |
| Bottom of Gutter                   |          | B/G XXXX.XX |
| Mountable Curb                     |          | M/C XXXX.XX |
| Bottom of Gutter                   |          | B/G XXXX.XX |

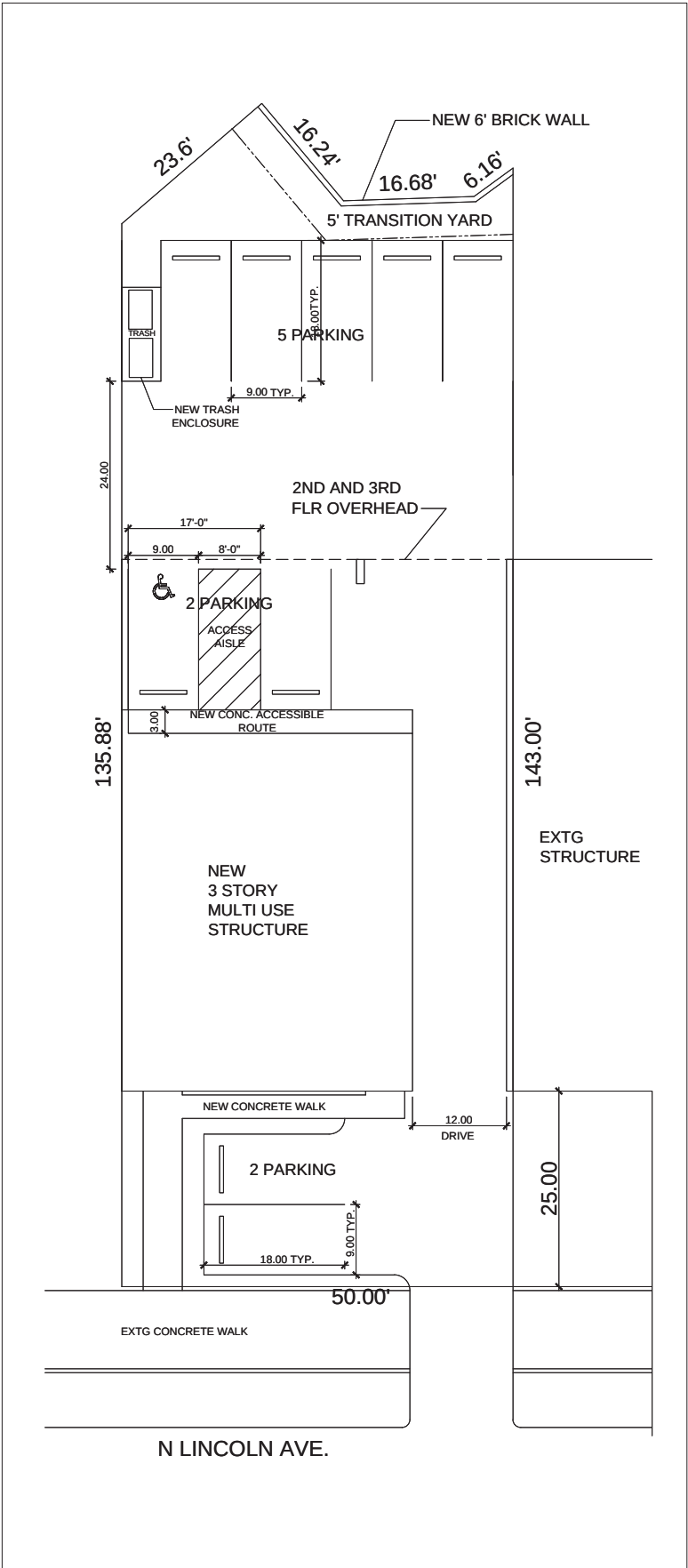
## AERIAL MAP





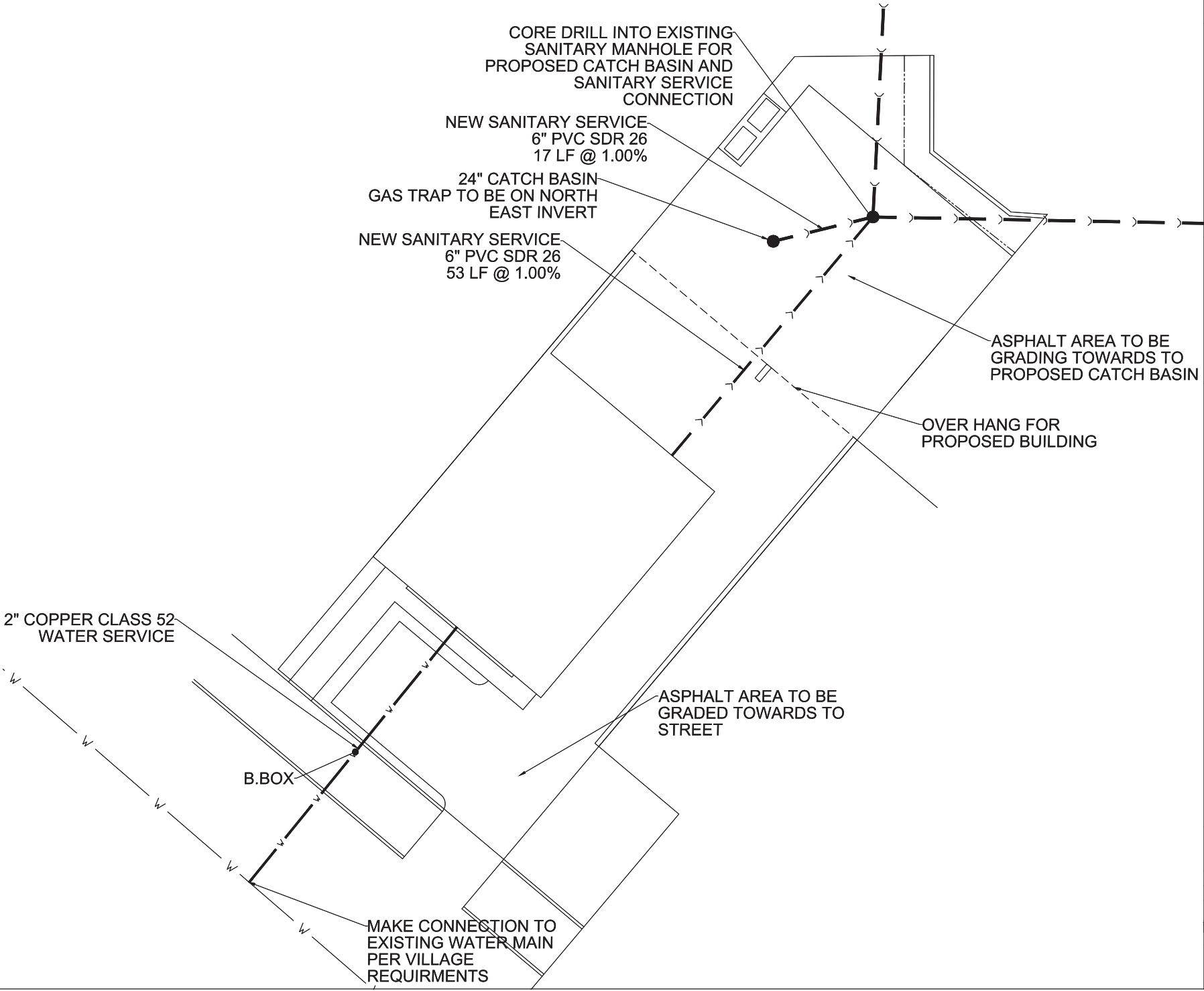


|                                                                                                                                                                  |  |  |                                                                                                                                                                                                        |  |                                                                                                                     |   |                                                    |  |                      |  |                                       |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------|---|----------------------------------------------------|--|----------------------|--|---------------------------------------|--|
| GIS TOPOGRAPHIC MAP, EROSION<br>CONTROL, DEMOLITION PLAN<br>3 STORY MULTI USE BUILDING<br>6733 LINCOLN AVE., LINCOLNWOOD, ILLINOIS                               |  |  | <div>BCI</div> <div>BONO CONSULTING, INC.<br/>CIVIL ENGINEERS</div> <div>1018 BUSSE HIGHWAY<br/>PH : (847) 923-3300<br/>FAX: (847) 923-3303<br/>PARK RIDGE, IL 60068<br/>bono@bonoconsulting.com</div> |  | <div>PROJECT STAFF</div> <div>PROJECT MANAGER: B. BONO P.E.<br/>ENGINEER: A. YEER<br/>TECHNICAL<br/>TECHNICAL</div> |   | <div>ISSUE</div> <div>1<br/>PRELIMINARY PLAN</div> |  | <div>REVISIONS</div> |  | <div>DATE</div> <div>07/26/2015</div> |  |
| COPYRIGHT:<br>THIS DRAWING SHALL NOT BE USED,<br>REPRODUCED, MODIFIED OR SOLD EITHER<br>WHOLLY OR IN PART, EXCEPT WHEN<br>AUTHORIZED IN WRITING BY THE ENGINEER. |  |  | PROJECT NUMBER: 15215                                                                                                                                                                                  |  | START DATE: JULY 6, 2015                                                                                            |   | GRAPHIC SCALE                                      |  | SCALE: 1"=20'-0"     |  | SHEET NUMBER                          |  |
| 2                                                                                                                                                                |  |  | OF                                                                                                                                                                                                     |  |                                                                                                                     | 3 |                                                    |  |                      |  |                                       |  |



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 |
| Impervious Area             | 7,051.63   | 0.162 | 6,404.52 | 0.147 |
| Pervious Area               | 55.25      | 0.001 | 702.36   | 0.016 |
| Decrease in Impervious Area | 647,110 SF |       |          |       |



DATE  
07/26/15

REVISIONS

ISSUE  
1

PROJECT STAFF  
PROJECT MANAGER: B. BOND P.E.  
ENGINEER: A. VEER  
TECHNICIAN:

BCI

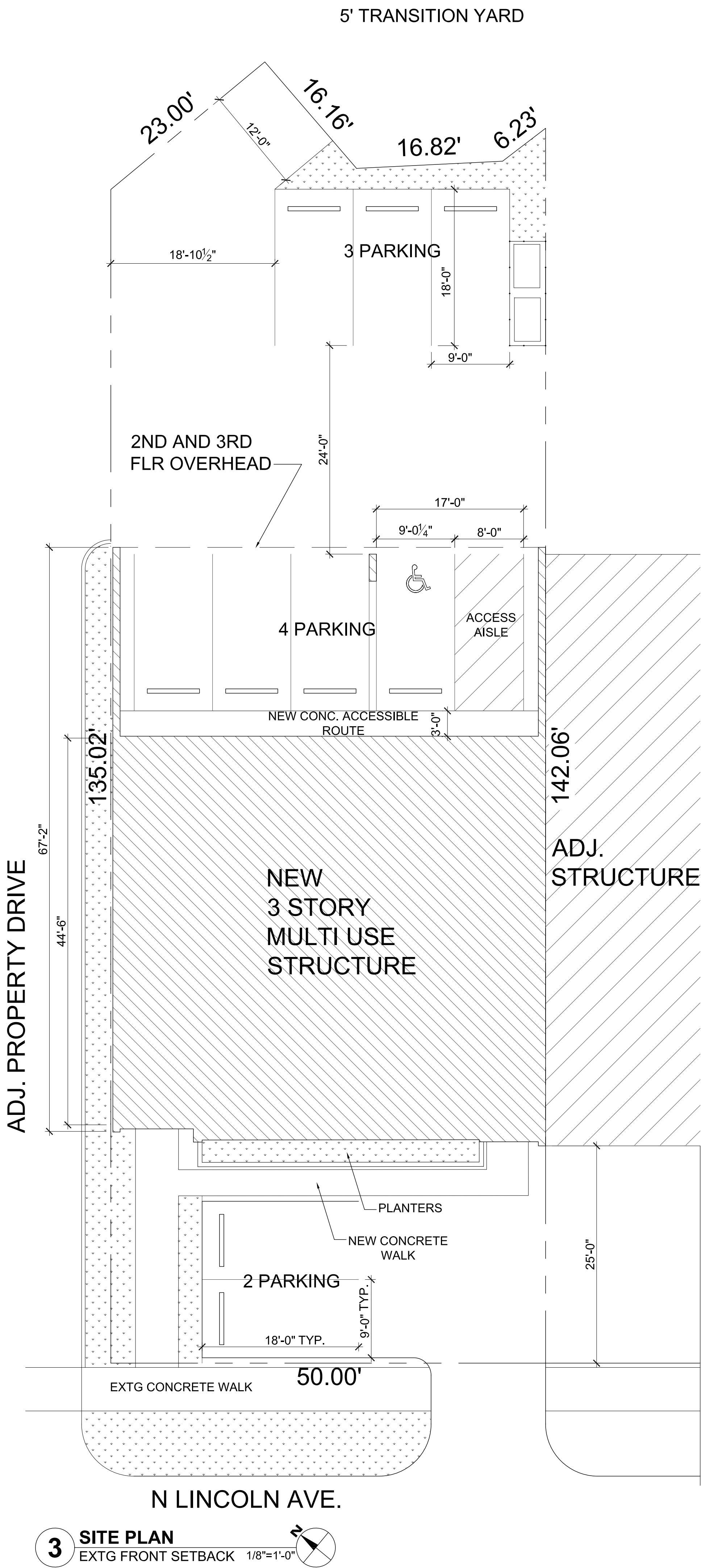
BONO CONSULTING, INC.  
CIVIL ENGINEERS  
1018 BUSSE HIGHWAY  
PARK RIDGE, IL 60068  
PH: (847) 823-3000  
FAX: (847) 823-3003  
bbono@bonoconsulting.com

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





| ABBREVIATIONS |                       |        |                    |       | REFERENCE SYMBOLS                   |       |                                     |  |                          | SHEET INDEX |                  |      |                                                                  |
|---------------|-----------------------|--------|--------------------|-------|-------------------------------------|-------|-------------------------------------|--|--------------------------|-------------|------------------|------|------------------------------------------------------------------|
| CL            | CENTER LINE           | DIA    | DIAMETER           | HM    | HOLLOW METAL                        | NC    | NOT IN CONTRACT                     |  | ROOM NAME<br>ROOM NUMBER |             | DEMOLITION       | A1   | COVER: SITE PLAN,<br>SYMBOLS, CODE ANALYSIS,<br>& EXTERIOR VIEWS |
| ADJ           | ADJUSTABLE            | DNM    | DIMENSION          | HVAC  | HEATING-VENTING<br>AIR CONDITIONING | NTS   | NOT TO SCALE                        |  | DOOR NUMBER              |             | NEW CONSTRUCTION |      |                                                                  |
| AFV           | ABOVE FINISHED FLOOR  | DN     | DOWN               | HW    | HOT WATER                           | OTC   | ON CENTER                           |  | WINDOW TYPE              |             | EQUIPMENT        | A1.1 | AREA PARKING<br>DISTRIBUTION                                     |
| ALT           | ALTERNATE             | DR     | DOOR               | HW1   | HOT WATER HEATER                    | PTD   | PAINTED                             |  | WALL TYPE                |             | REVISION MARKER  |      |                                                                  |
| APPROX        | APPROXIMATE           | DS     | DOWN SPOUT         | HTK   | HEATER                              | PLAM  | PLASTIC LAMINATE                    |  | EXTERIOR ELEVATION       |             | ALIGN SURFACES   | A2   | BASEMENT & 1ST FLOOR<br>PLANS                                    |
| APRV          | APPROVED              | DW     | DISH-WASHER        | HTR   | HEATER                              | PLYWD | PLYWOOD                             |  | INTERIOR ELEVATION       |             | KEYNOTE          | A3   | 2ND AND 3RD FLOOR PLANS                                          |
| ARCH1         | ARCHITECTURAL         | DWG    | DRAWING            | INCL  | INCLUDING                           | RI    | RISER                               |  | SECTION MARKER           |             |                  | A4   | ROOF PLAN                                                        |
| AVG           | AVERAGE               | DWR    | DRAWER             | INFO  | INFORMATION                         | RA    | RETURN AIR                          |  | ELEVATION MARKER         |             |                  | A5   | EXTERIOR ELEVATIONS                                              |
| BD            | BOARD                 | EX     | EXISTING           | INSUL | INSULATION                          | REF   | REFERENCE                           |  |                          |             |                  | A6   | EXTERIOR ELEVATION                                               |
| BATT INSUL    | BATTEN INSULATION     | EA     | EACH               | INT   | INTERIOR                            | REF   | REFRIGERATOR/FREEZER                |  |                          |             |                  | L1   | LANDSCAPING PLANS                                                |
| BLDG          | BUILDING              | E      | 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                             |  |                          |             |                  |      |                                                                  |
| CLG           | CEILING               | FD     | FLOOR DRAIN        | MAX   | MAXIMUM                             | STD   | STANDARD                            |  |                          |             |                  |      |                                                                  |
| CL            | CLOSET                | FL     | FLOOR              | MC    | MEDICINE CABINET                    | STL   | STEEL                               |  |                          |             |                  |      |                                                                  |
| CO            | CASED OPENING         | GD     | GARBAGE DISPOSAL   | MDP   | MEDIUM DENSITY<br>FIBERBOARD        | SUSP  | SUSPENDED<br>UNLESS OTHERWISE NOTED |  |                          |             |                  |      |                                                                  |
| COL           | COLUMN                | GEN    | GENERAL            | MECH  | MECHANICAL                          | VERIF | VERIFY IN FIELD                     |  |                          |             |                  |      |                                                                  |
| CONC          | CONCRETE              | GL     | GLASS              | MFR   | MANUFACTURER                        | WD    | WOOD                                |  |                          |             |                  |      |                                                                  |
| CPT           | CARPET                | GYP BD | GYPSUM WALLBOARD   | MIN   | MINIMUM                             | WIN   | WINDOW                              |  |                          |             |                  |      |                                                                  |
| CT            | CERAMIC TILE          | GC     | GENERAL CONTRACTOR | MISC  | MISCELLANEOUS                       | WPT   | WORK POINT                          |  |                          |             |                  |      |                                                                  |
| CJ            | CONTROL JOINT         | HDCP   | HANDICAPPED        | MTD   | MOUNTED                             |       |                                     |  |                          |             |                  |      |                                                                  |
| DEMO          | DEMOLISH (DEMOLITION) |        |                    |       |                                     |       |                                     |  |                          |             |                  |      |                                                                  |



**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                                                                                                                                                                                                                                                                                                                                                                                                      |

## AUERBACH ARCHITECTS

E sue@auerbacharchitects.com

C 847.275.5974

W auerbacharchitects.com

A 5215 N Ravenswood Chicago, IL 60640

### 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

Drawing No.

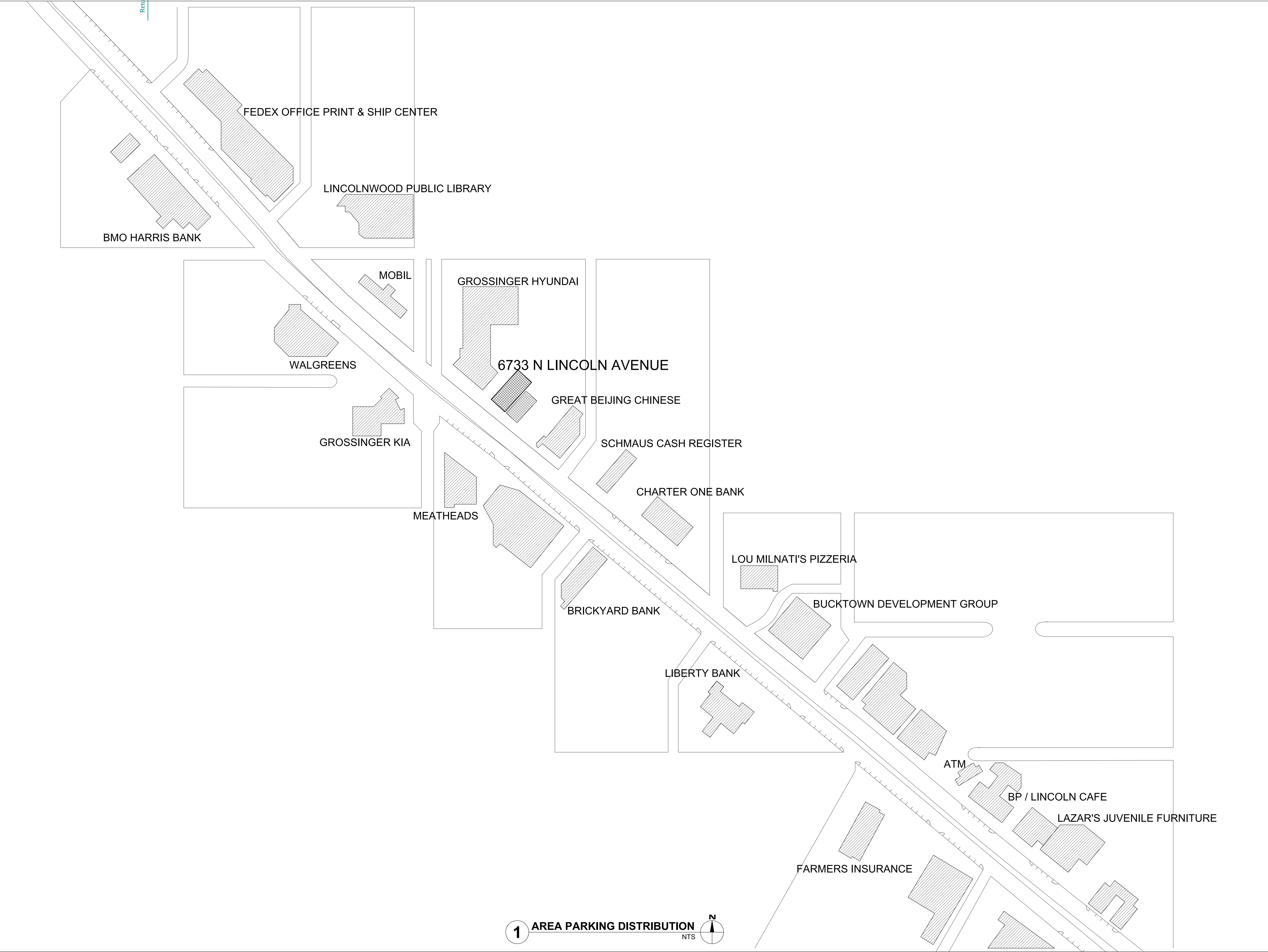
Scale NOTED

Drawn by --

Approved --

A1





AUERBACH ARCHITECTS

E sue@auerbacharchitects.com  
C 847.275.5974  
W auerbacharchitects.com  
A 5215 N Ravenswood Chicago, IL 60640

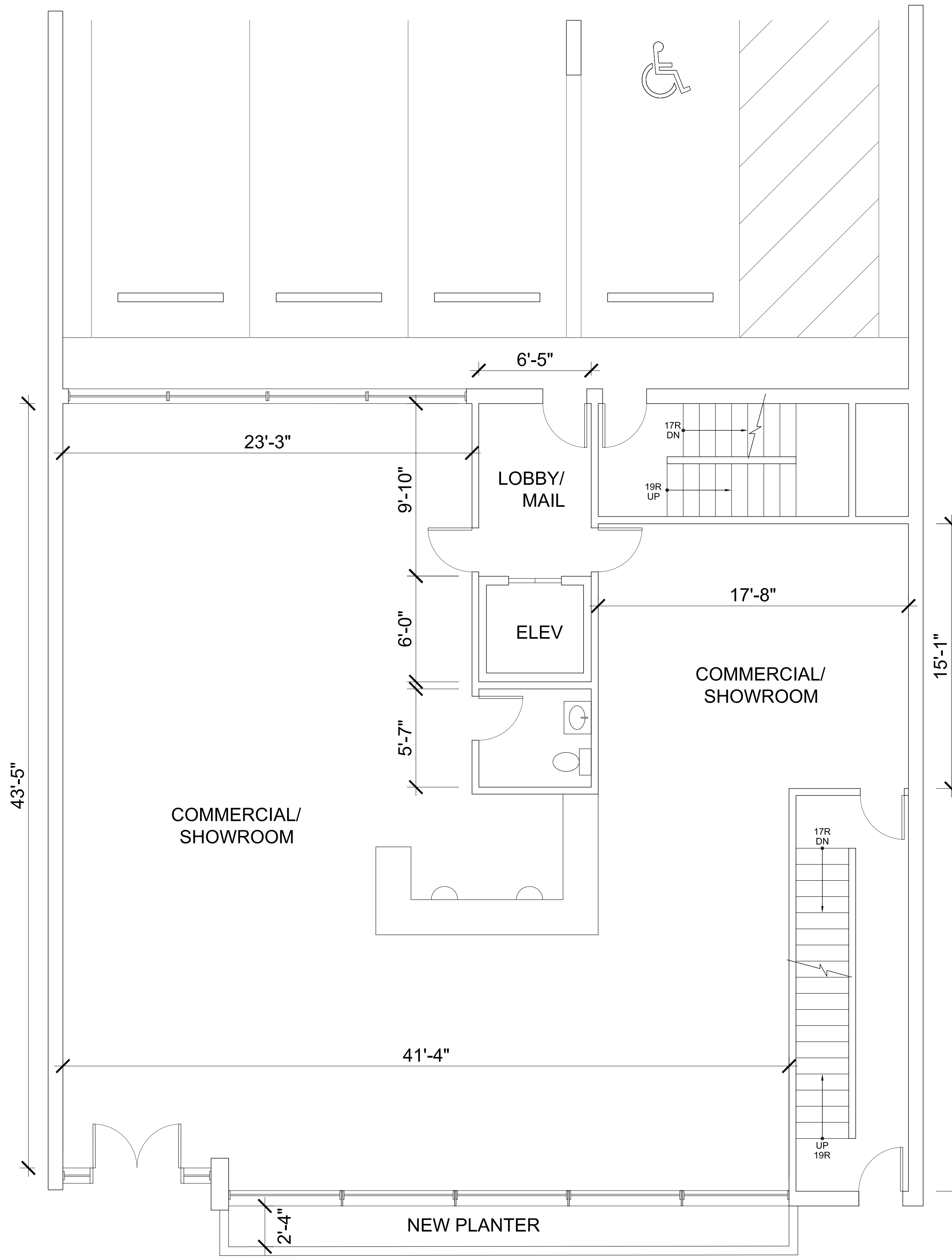
| Revisions |
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Projects  
COMMERCIAL AND RESIDENTIAL CONST.  
ELITE HOME FURNISHINGS  
  
6733 N LINCOLN AVE  
LINCOLNWOOD, IL

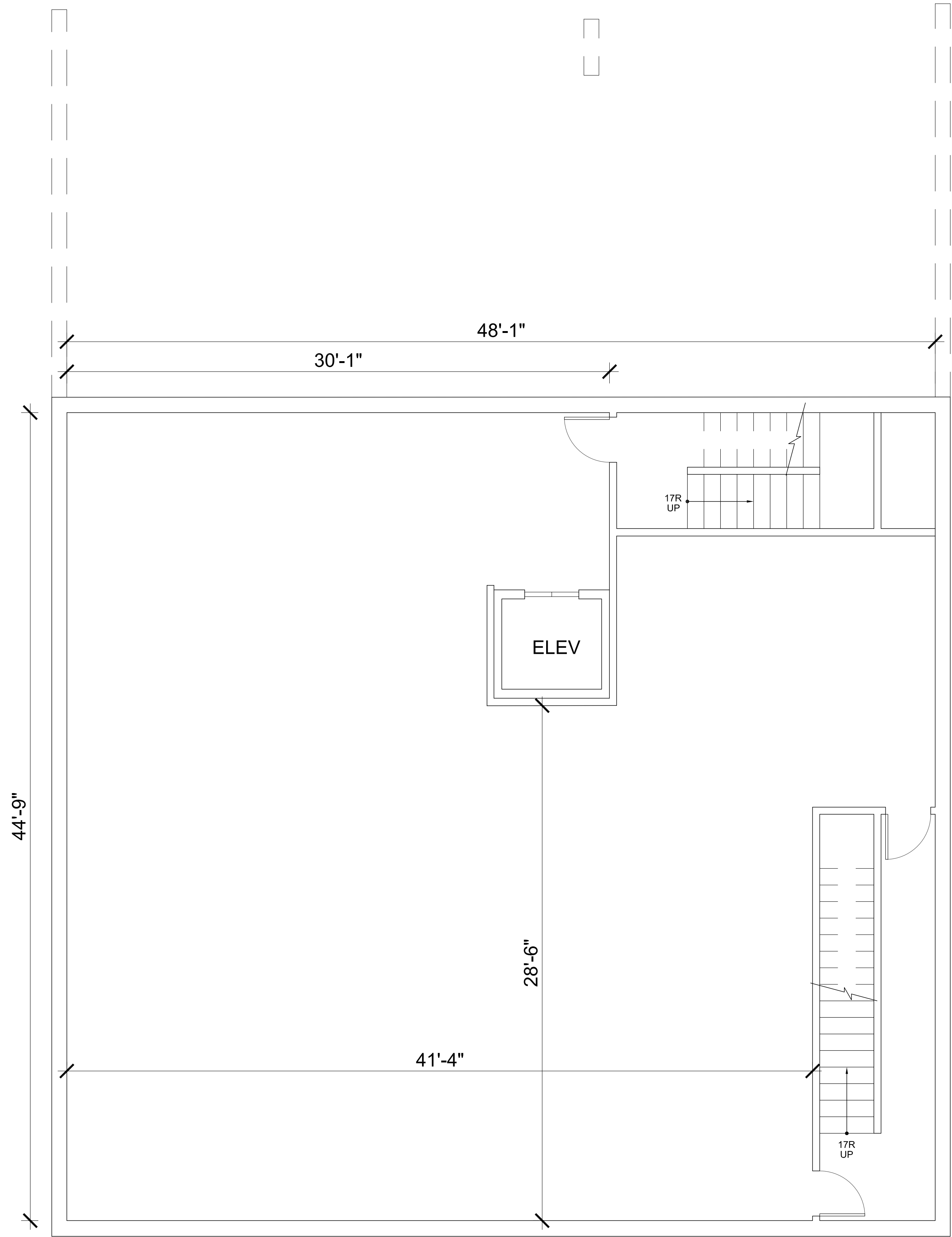
AREA PARKING  
DISTRIBUTION

|          |          |             |
|----------|----------|-------------|
| Date     | 11/10/15 | Drawing No. |
| Scale    | NOTED    | A1.1        |
| Drawn by | --       |             |
| Approved | --       |             |





2 FIRST FLOOR PLAN  
1/4"=1'-0"



1 BASEMENT PLAN  
1/4"=1'-0"

Revisions

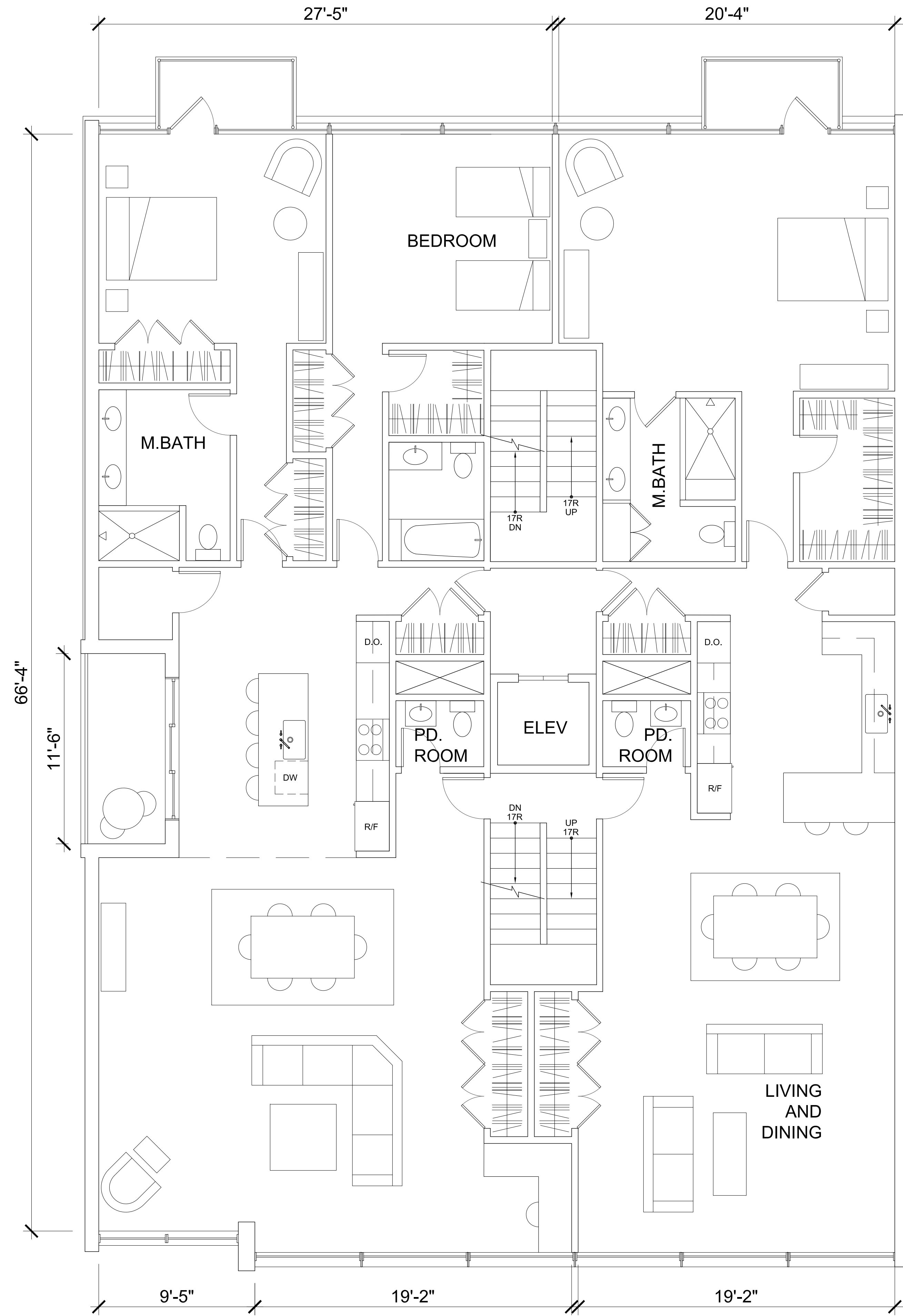
Projects  
COMMERCIAL AND RESIDENTIAL CONST.  
ELITE HOME FURNISHINGS

6733 N LINCOLN AVE  
LINCOLNWOOD, IL

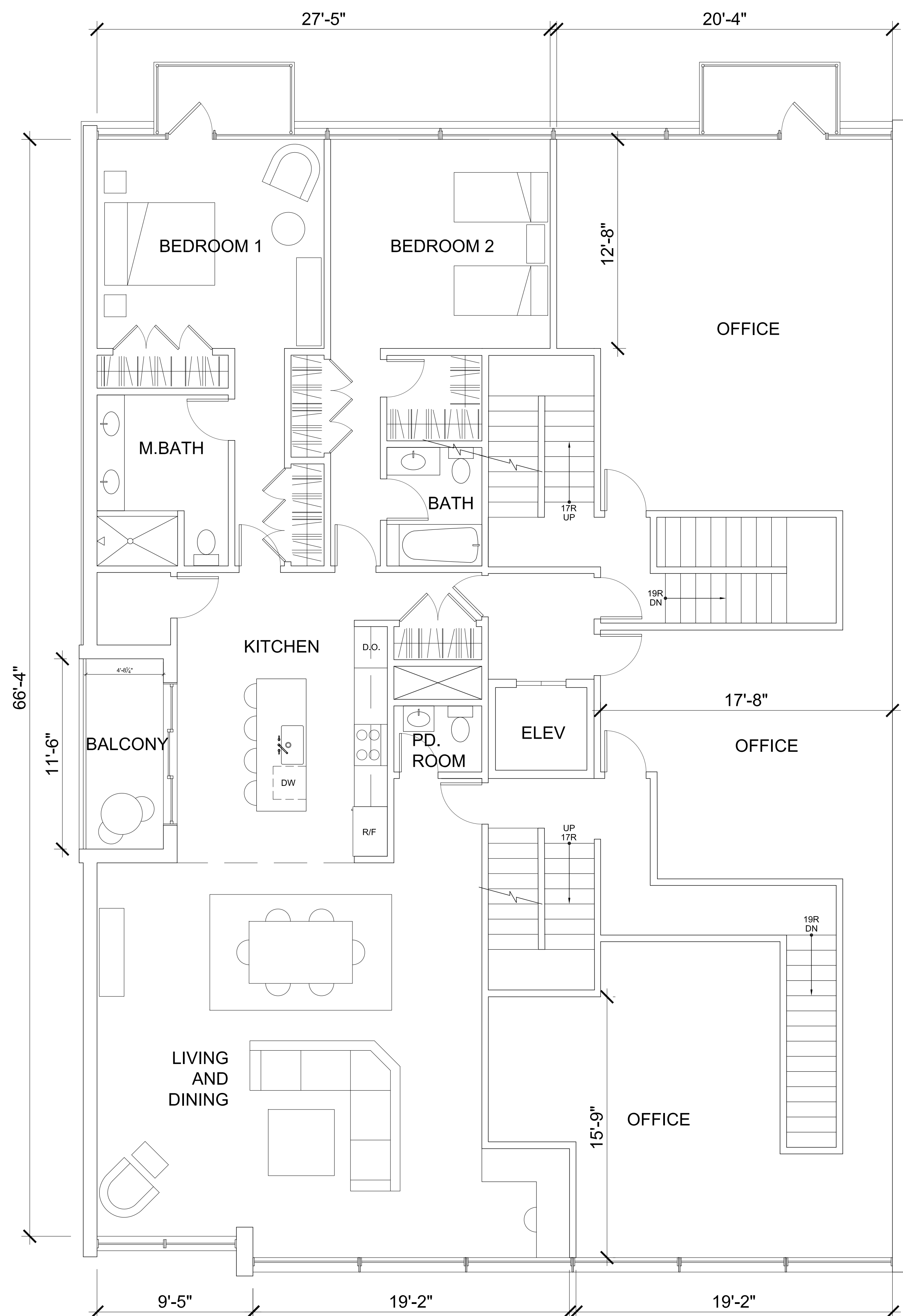
BASEMENT AND  
FIRST FLOOR  
PLANS

|          |          |             |
|----------|----------|-------------|
| Date     | 11/10/15 | Drawing No. |
| Scale    | NOTED    | A2          |
| Drawn by | --       |             |
| Approved | --       |             |





2 THIRD FLOOR PLAN  
1/4"=1'-0"



1 SECOND FLOOR PLAN  
1/4"=1'-0"

Revisions

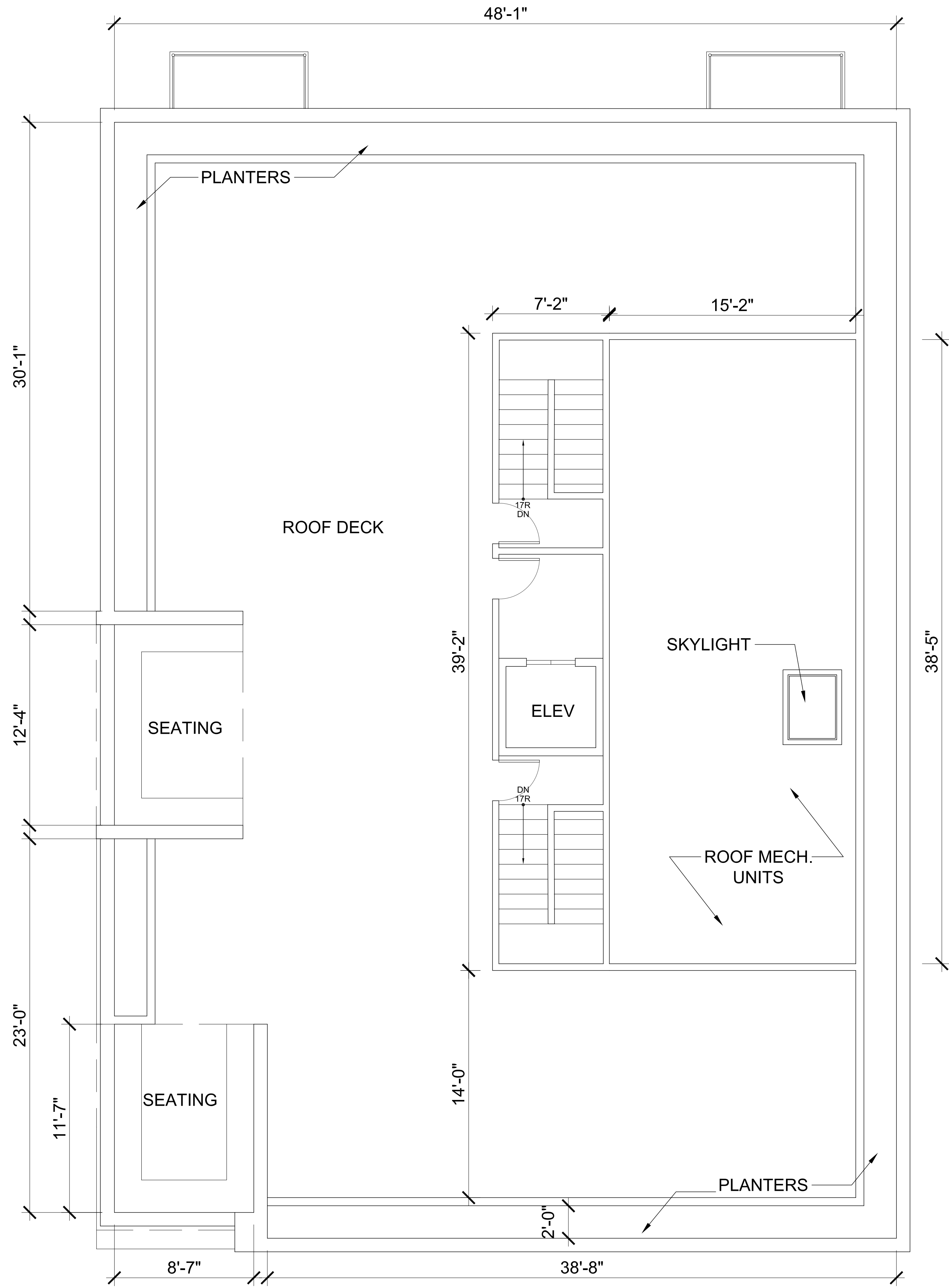
Projects  
COMMERCIAL AND RESIDENTIAL CONST.  
ELITE HOME FURNISHINGS

6733 N LINCOLN AVE  
LINCOLNWOOD, IL

SECOND AND  
THIRD FLOOR  
PLANS

|          |          |                              |
|----------|----------|------------------------------|
| Date     | 11/10/15 | Drawing No.<br><br><b>A3</b> |
| Scale    | NOTED    |                              |
| Drawn by | --       |                              |
| Approved | --       |                              |





**2 ROOF PLAN** 1/4"=1'-0"

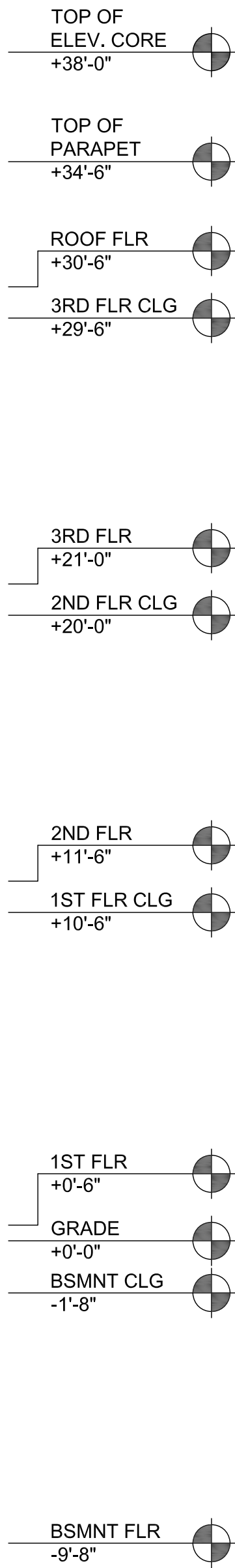
| Revisions |
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Projects  
COMMERCIAL AND RESIDENTIAL CONST.  
**ELITE HOME FURNISHINGS**  
  
6733 N LINCOLN AVE  
LINCOLNWOOD, IL

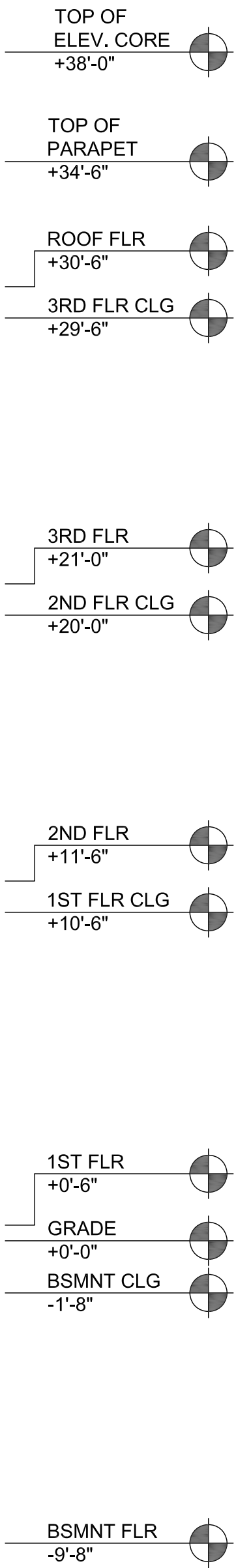
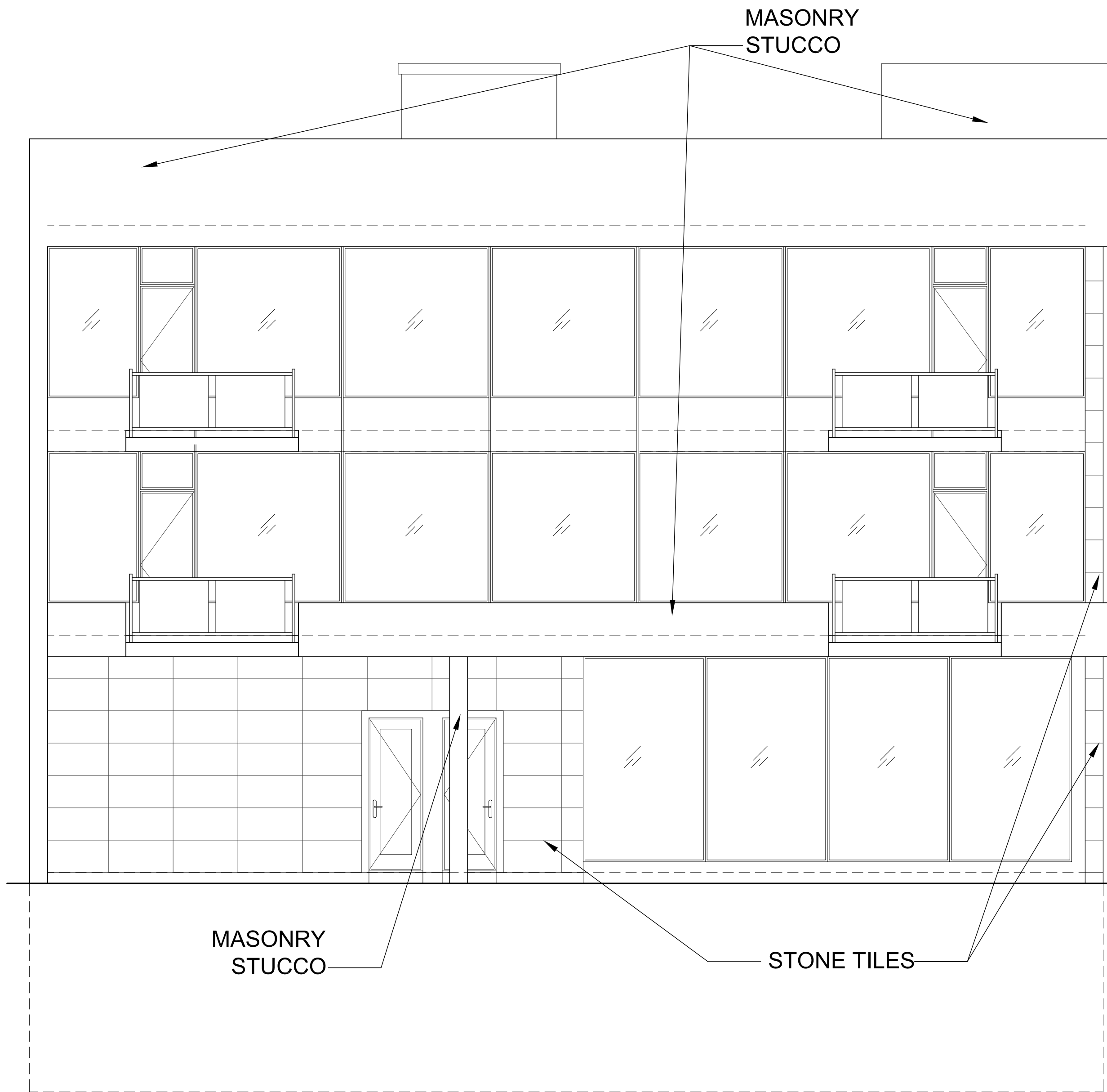
ROOF PLAN

|          |          |                              |
|----------|----------|------------------------------|
| Date     | 11/10/15 | Drawing No.<br><br><b>A4</b> |
| Scale    | NOTED    |                              |
| Drawn by | --       |                              |
| Approved | --       |                              |





**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

Scale NOTED

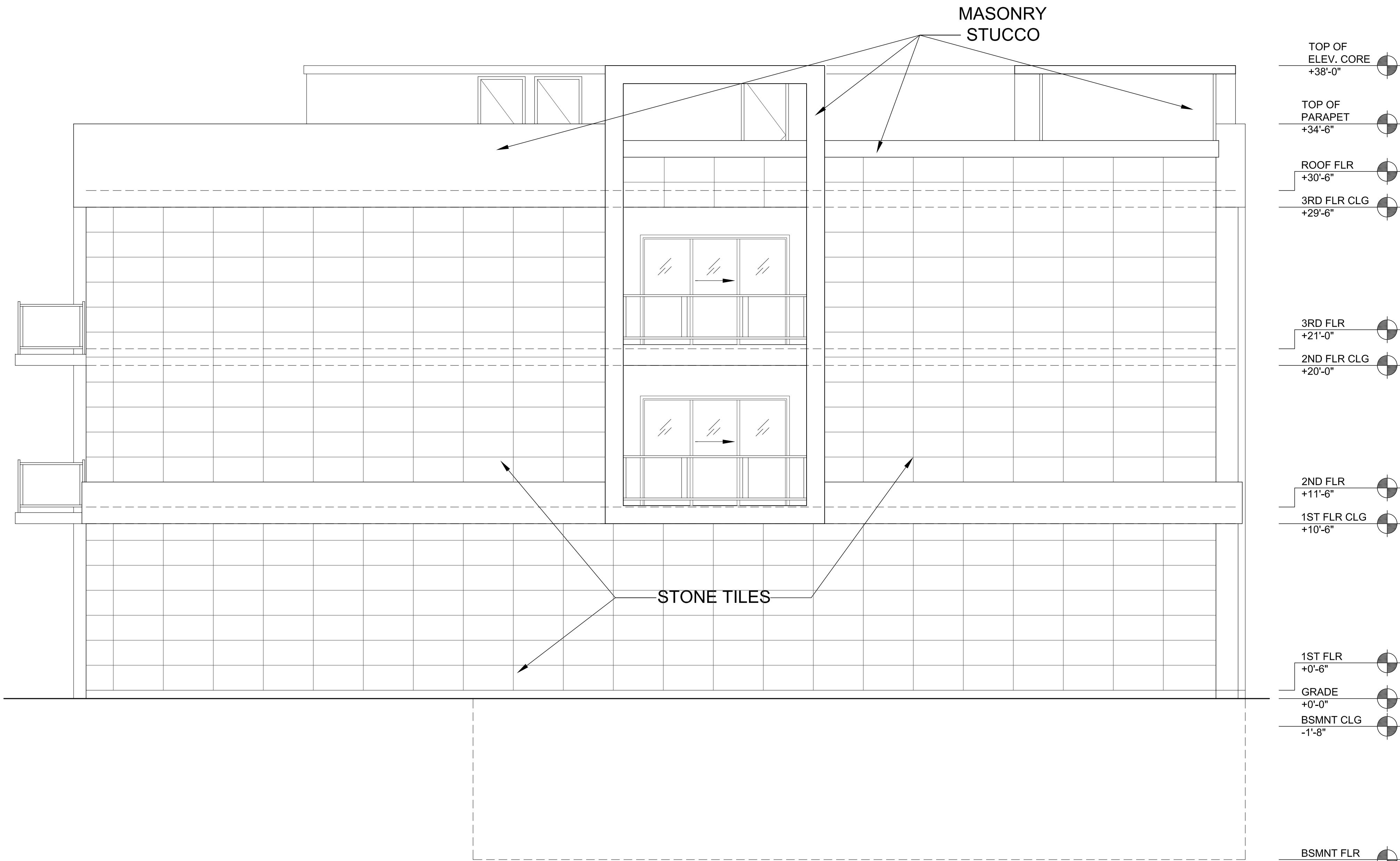
Drawn by --

Approved --

Drawing No.

A5





**1 ELEVATION**  
LOOKING SOUTH EAST 1/4"=1'-0"

Revisions

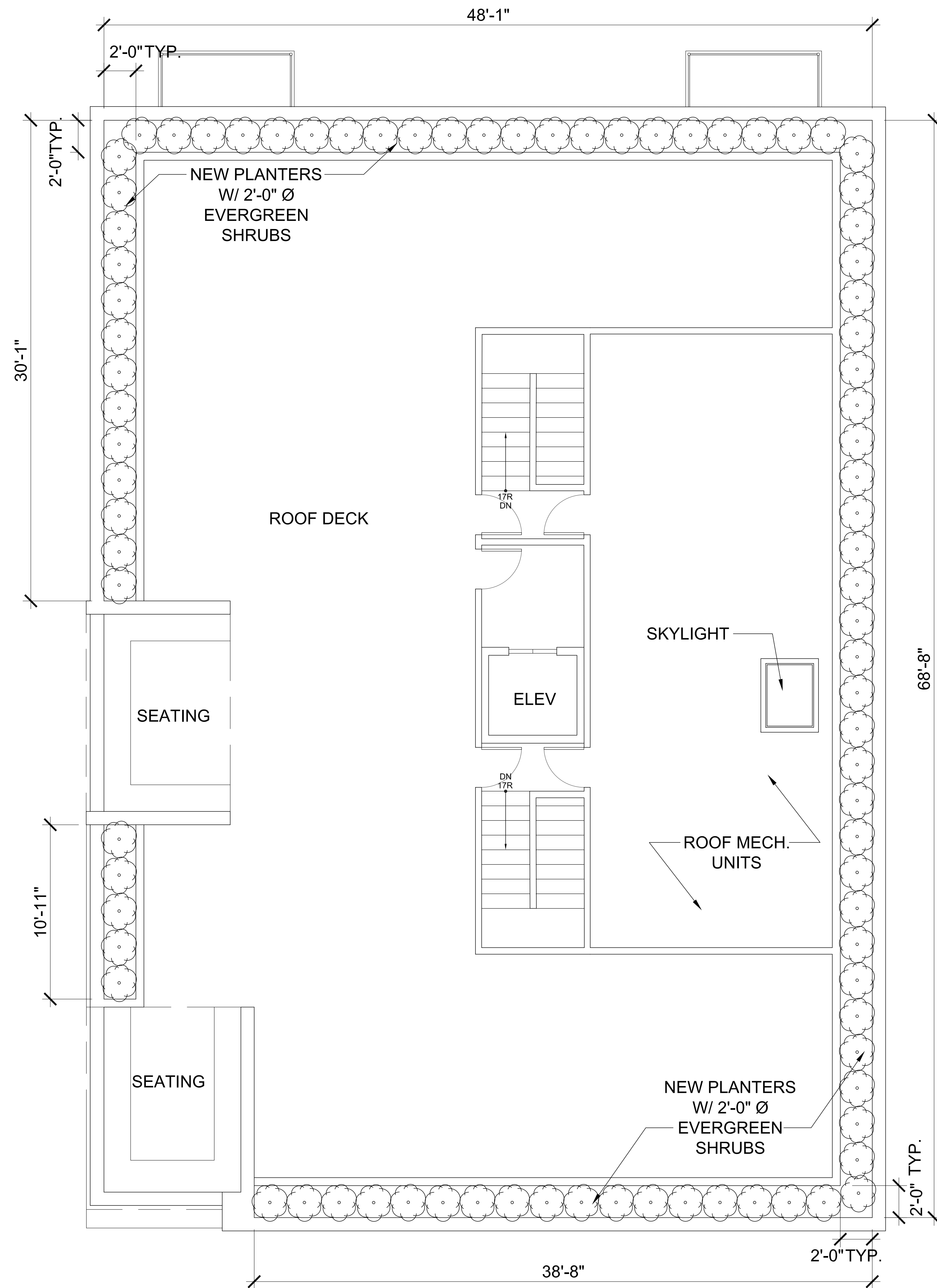
Projects  
COMMERCIAL AND RESIDENTIAL CONST.  
ELITE HOME FURNISHINGS

6733 N LINCOLN AVE  
LINCOLNWOOD, IL

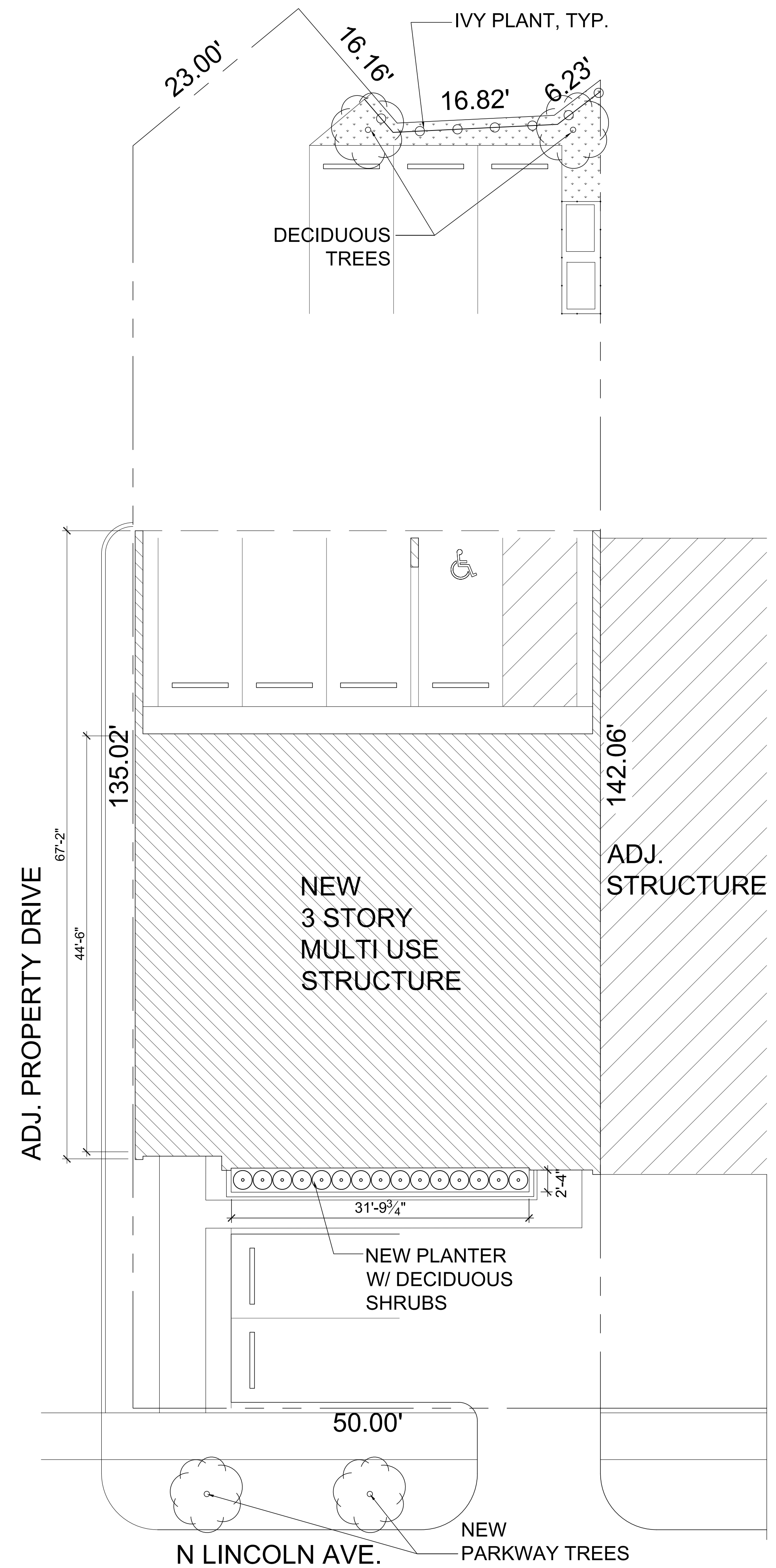
EXTERIOR ELEVATIONS

|          |          |                              |
|----------|----------|------------------------------|
| Date     | 11/10/15 | Drawing No.<br><br><b>A6</b> |
| Scale    | NOTED    |                              |
| Drawn by | --       |                              |
| Approved | --       |                              |





**1 ROOF LANDSCAPING PLAN**  $\frac{1}{4}"=1'-0"$



**1 SITE LANDSCAPING PLAN**  $1/8"=1'-0"$  

| Revisions |
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Projects

COMMERCIAL AND RESIDENTIAL CONST.  
ELITE HOME FURNISHINGS

6733 N LINCOLN AVE  
LINCOLNWOOD, IL

## LANDSCAPING PLANS

|          |          |                                                                               |
|----------|----------|-------------------------------------------------------------------------------|
| Date     | 11/10/15 | Drawing No.<br><br><div style="font-size: 48pt; text-align: center;">L1</div> |
| 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.

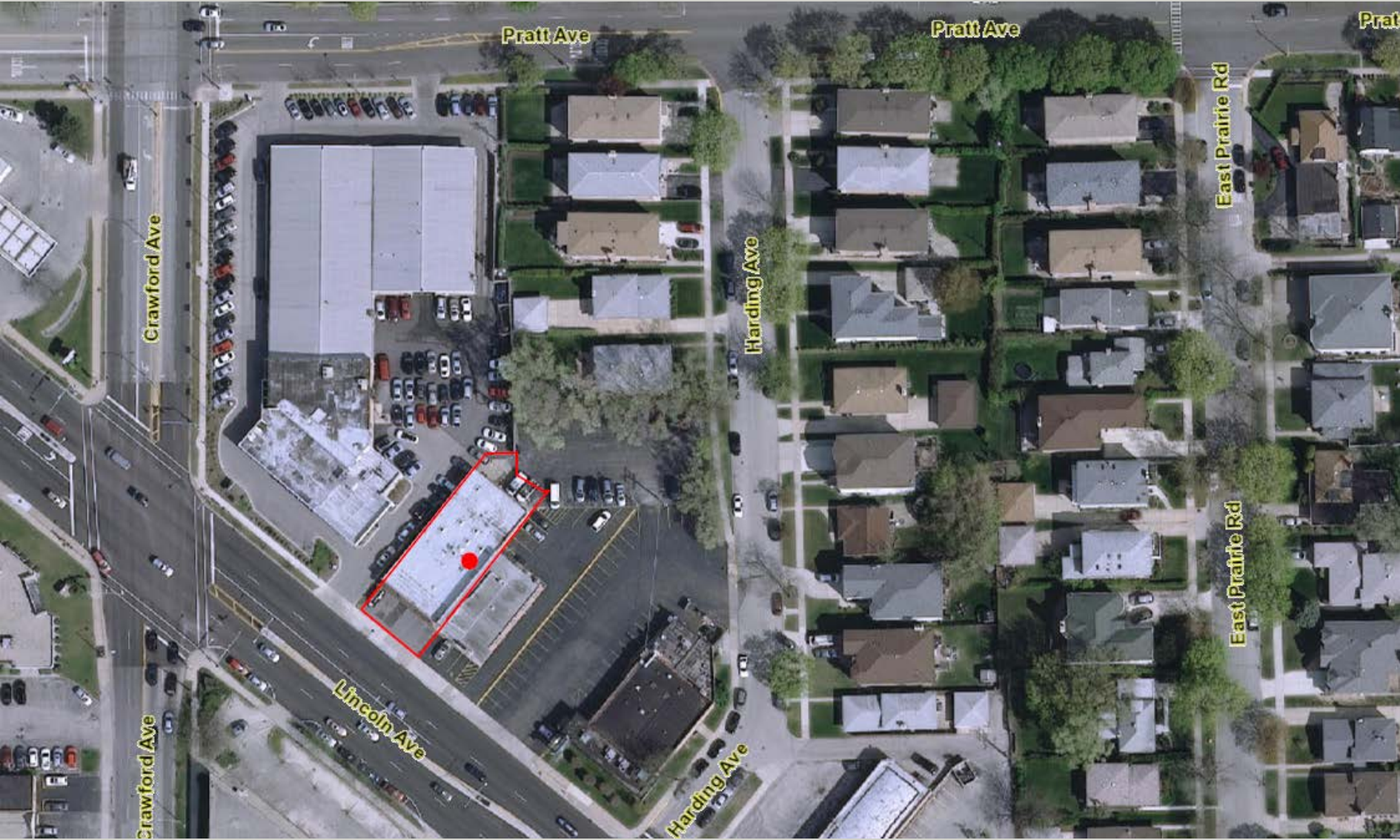
**Case #PC-06-17**  
**Special Use and  
Variations**

**Proposed 3-Story Mixed  
Use Development**

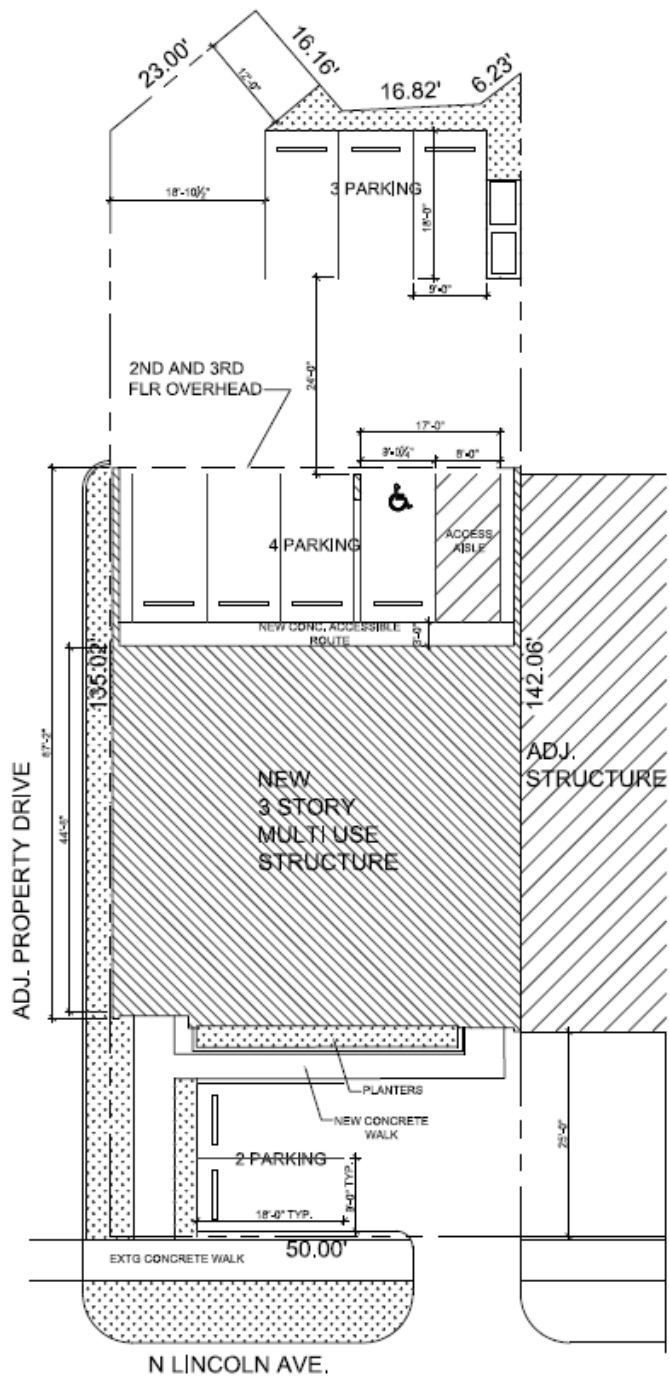
**6733-6735 North Lincoln Avenue**











# **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

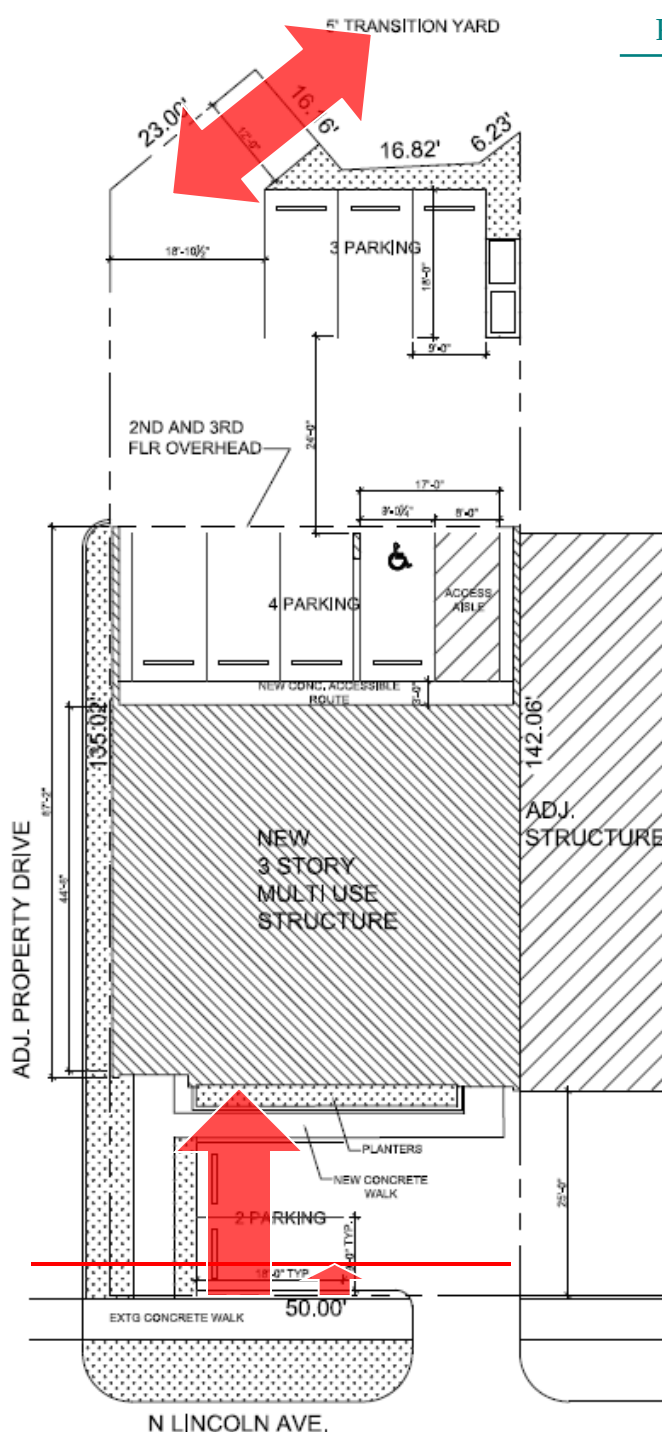
# Requested Action

## 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





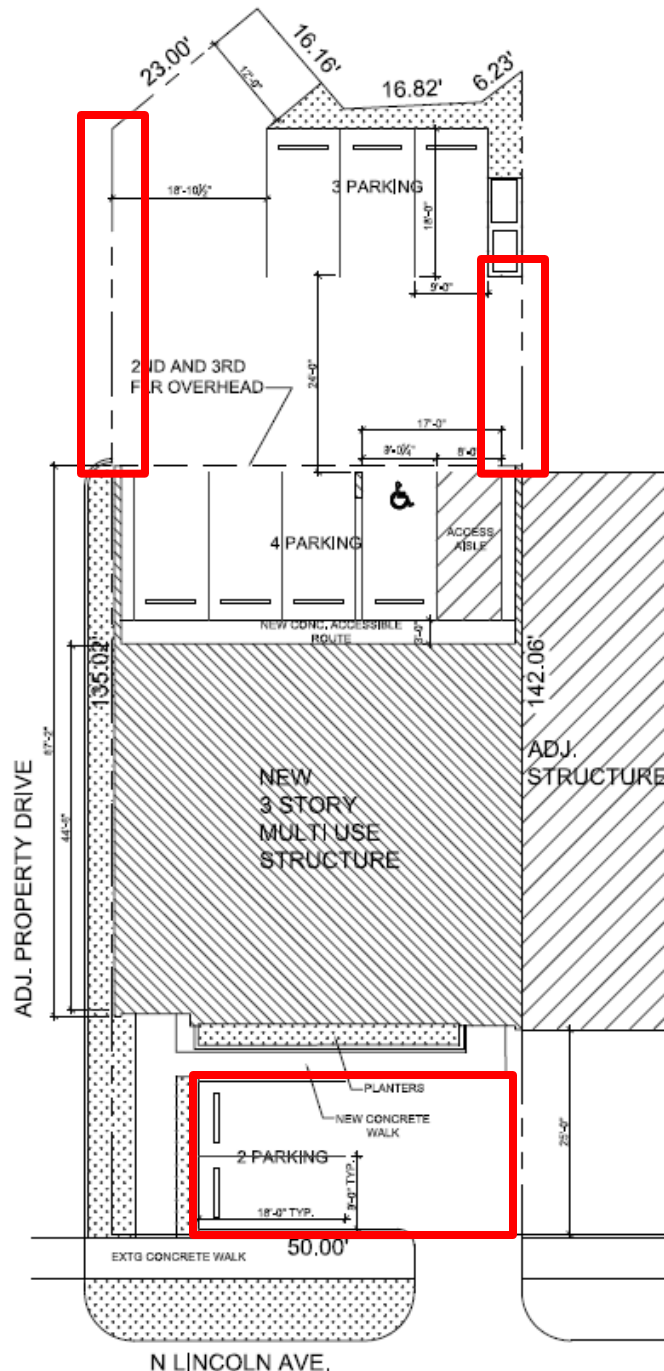
# Requested Action

## 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***

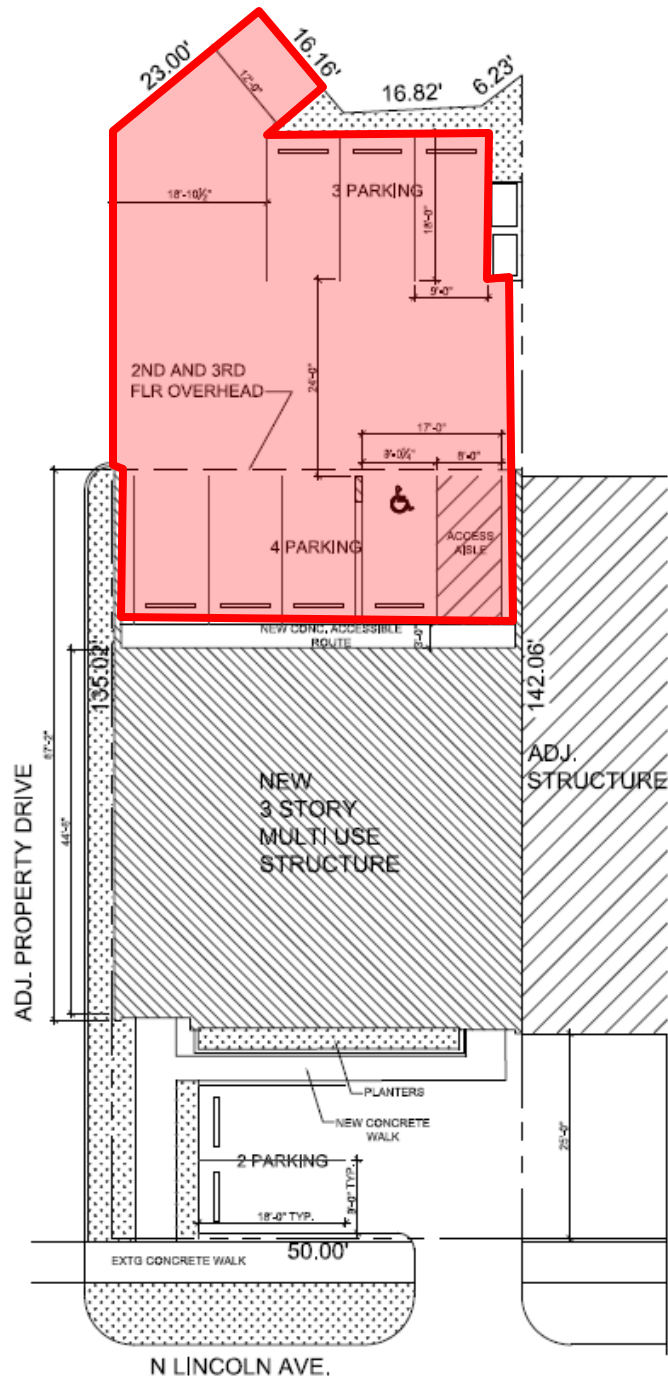
# Plan Commission Discussion

- 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*





# Access from Neighboring Properties

***License Agreement with owners of 6717 N Lincoln***

- ***Terminable at any time and by either party***
- ***Does not provide for an easement***

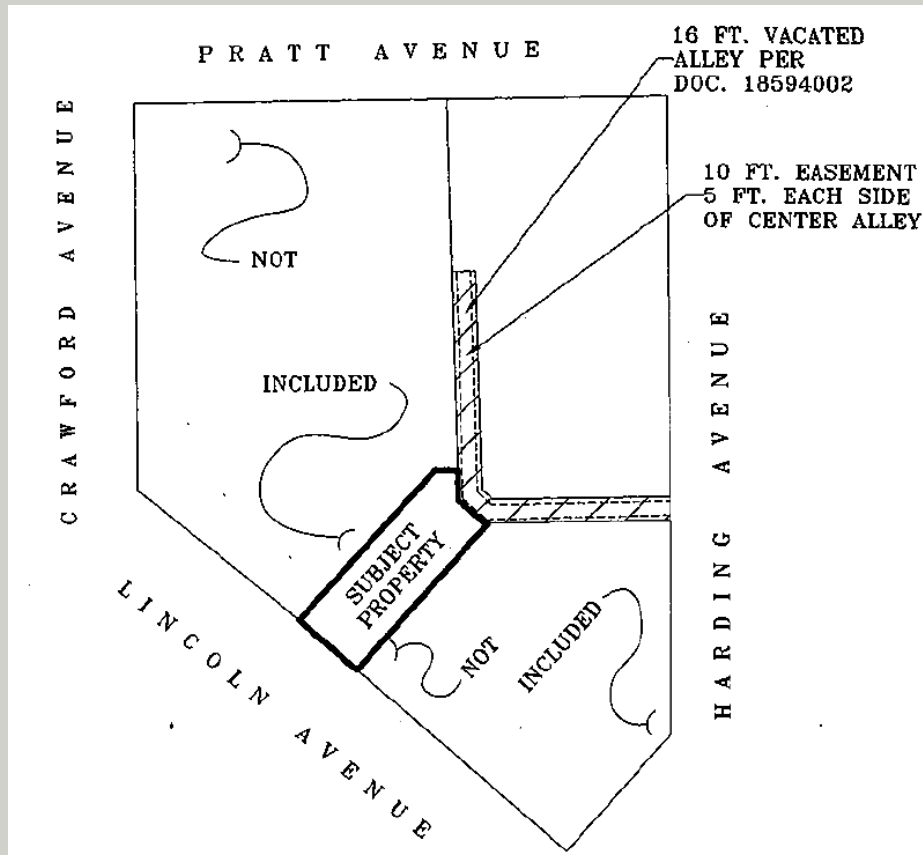




# Vacated Alley Easement

## *Public Easement*

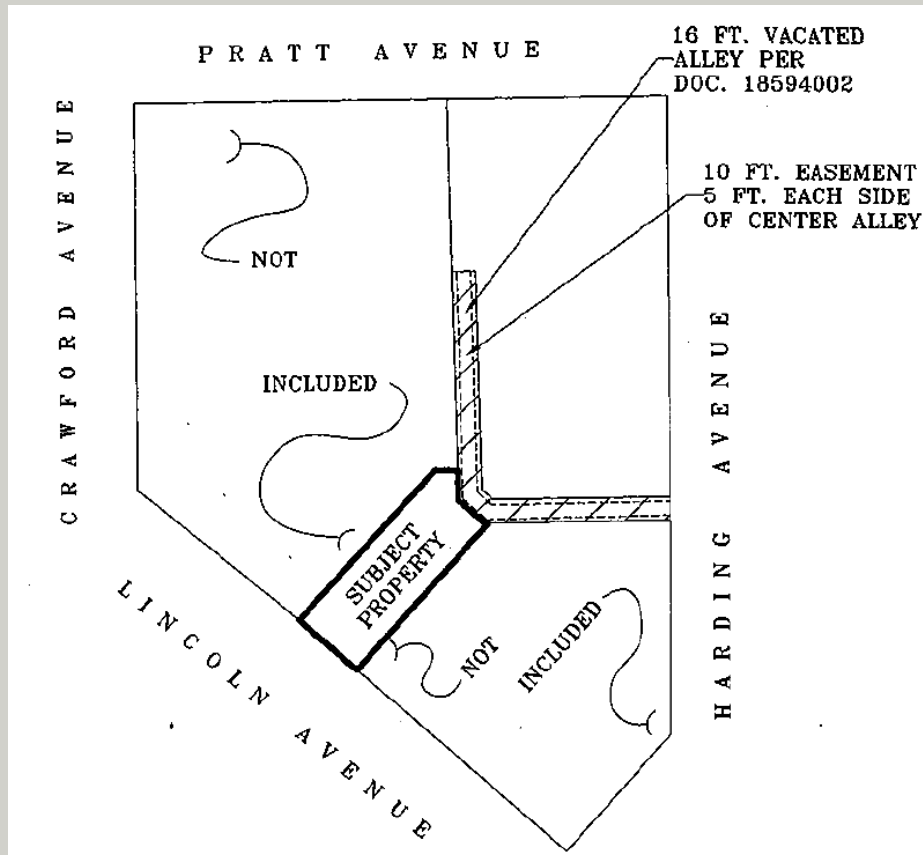
- *Established as part of alley vacation in 1962*
- *10' width dedicated to utility maintenance (by utility companies or the Village)*



# 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