



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:15 P.M. DECEMBER 5, 2017**

AGENDA

I) Call to Order

II) Roll Call

III) Minutes –

- 1) Committee of the Whole Meeting – November 7, 2017

IV) Closed Session (6:15 – 6:30 p.m.)

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

V) Regular Business

- 1) Discussion Concerning the Beautification Taskforce (6:30 – 7:00 p.m.)
- 2) Discussion Concerning Proposed Zoning Code Text Amendments (7:00 – 7:30 p.m.)

VI) Public Comment

VII) Adjournment

DATE POSTED: December 1, 2017

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
NOVEMBER 7, 2017**

[Draft](#)

Call to Order

President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:00 P.M., Tuesday, November 7, 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 Deputy Village Clerk Ashley Engelmann the following were:

PRESENT: President Bass, Trustees Ikezoe-Halevi, Spino, Patel, Hlepas Nickell, Sugarman (6:17 pm.), Cope (6:23 p.m.)

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager, Ashley Engelmann, Assistant Village Manager; Steve Elrod, Village Attorney; Heather McFarland, Management Analyst; Charles Meyer, Assistant to the Village Manager; Ben Harris, Accountant; Robert Merkel, Finance Director; Andrew Letson, Public Works Director; Nadim Badran, Assistant to the Public Works Director; Robert LaMantia, Police Chief; Steve McNellis, Community Development Director; Doug Hammel, Development Manager; Jim Amelio, Village Engineer

Approval of Minutes

Minutes of the October 17, 2017 Committee of the Whole and minutes from the February 23, 2017 Committee of the Whole Budget Workshop meeting were distributed in advance of the meeting and were examined. Trustee Ikezoe-Halevi moved to approve the minutes. Trustee Patel seconded the motion.

The motion passed with a Voice Vote

Regular Business

1. Discussion Concerning Potential Projects for Illinois Transportation Enhancement Project Grant funding

The item was presented by Nadim Badran, Assistant to the Public Works Director using PowerPoint. Mr. Badran also introduced Jim Amelio, Village Engineer. The purpose of the discussion is to seek Village Board direction regarding grant funding for the 2017 Illinois Transportation Enhancement Program (ITEP) grant. Typically ITEP grants are split 80% grant funding and 20% local match. Mr. Badran reviewed typical project types that are eligible. A review of ITEP grants that were received previously was presented. Current Village grant activity was reviewed. Staff presented two potential projects for the 2017 application.

Project #1-Lincoln Avenue Streetscape Enhancements

In 2009 the Lincoln Avenue Streetscape Plan was adopted. The estimated project cost is \$2,645,400 for the grant application. Elements include parkway improvements such as sidewalk, benches, trees, garbage cans and landscaping. Eligible ITEP funding would be \$1,963,320 with the Village's portion \$682,080. Right-of-way acquisition may be required in some areas due to right-of-way property lines that are inconsistent.

Project #2-McCormick Boulevard Sidewalk

The project would include the installation of a sidewalk from Pratt to Albion Avenues on the west side of McCormick Boulevard. There are existing traffic signals and streetlights that may need to be relocated as part of the project. ITEP eligible funding is \$230,400 with the Village's portion \$57,600. The project would also include wayfinding signage and possibly existing fence relocation in some areas. Tree removal would most likely be required for a significant portion of the existing trees in order to fit a sidewalk within the space.

Trustee Patel requested that staff look at extending the project area to include the area near Novelty Golf to add sidewalk where the current cow path exists and also to include sidewalk on both the east and west side if possible.

Mr. Badran presented a proposed timeline for the grant application:

November 21- Funding Resolution for Village Board approval
November 28 - Submit ITEP application
FY 18/19 - Phase I of the project begins

At this time discussion ensued regarding the projects that were presented.

Trustee Ikezoe-Halevi noted that she would like to see the McCormick Boulevard sidewalk be implemented due to the lack of sidewalk but she is interested in both projects moving forward.

Trustee Patel supports both projects and asked if more than one application could be submitted for funding.

It was clarified by Mr. Amelio that more than one project can be submitted for funding and that only the project with the highest score would be funded.

Trustee Spino felt that both projects have merit and likes the idea of adding additional sidewalk on McCormick Boulevard.

Trustee Hlepas Nickell noted that she feels the money may be better spent on McCormick Boulevard. She expressed concerns regarding the Lincoln Avenue project and whether or not it would be a significant impact.

Trustee Sugarman noted that he was not present for the entire discussion.

Consensus was reached to submit an application for both projects, including a revision to the McCormick Boulevard project to add a sidewalk on both the east and west side of McCormick Boulevard.

2. Status Report Concerning Police Pension Funding

The item was presented by Mr. Merkel, Finance Director. Several members of the Police Pension Board were also present in the audience.

In November 2016 the Pension Board presented an annual update to the Village Board. The Pension Board presented the current funding status and asked that staff look at putting additional funding into the pension. State law requires that by 2040 the pension is 90% funded. The Village's annual contributions are based on that goal. During the December 2016 presentation the Village Board directed staff to create an Ad Hoc Pension Board to review funding level options.

The purpose of the discussion is to present the results of the Ad Hoc Committee's findings. Mr. Merkel presented an overview of the pension fund. A review of the plan provisions was discussed. Employees age 50 with 20 or more years of service can obtain 75% of their final salary. Mr. Merkel presented the plan funding sources which include employee contributions, annual earnings of the fund investments and Village contributions based on actuarial valuation. The current funding status was presented. The pension fund is currently 44% funded. During the last two years the Village contributed an additional \$280,000/year from the additional two cents the Village imposed on the local gas tax.

Trustee Cope asked what the 44% reflects. Mr. Merkel explained that it reflects the amount of assets the Village has on hand to fund the required payments throughout the recipient's lifetime. It is indexed to the mortality tables. The Village is legally obligated to fund 100% of the pension. Other funds have to be used to cover the remainder of what is not in the fund. Mr. Merkel noted that as long as the Village pays the annual actuary requirement the Village will meet the 90% fund requirement by 2040.

Jessica Fain from Lauterbach & Amen, LLP presented the current actuarial projections as well as hypothetical scenarios to get to the 2040 funding requirement. Specifically they looked at what the impact would be if additional funds are put in annually.

Ms. Fain reviewed the first scenario which is the current annual funding amount of an additional \$280,000/annually. The actual liability versus the market value of assets was depicted.

Ms. Fain reviewed a second scenario which contemplates an additional \$500,000 annually. By adding an additional \$500,000 annually or an extra \$220,000 beyond the additional \$280,000 additional that is being added currently the fund would be fully funded in 2038.

The Ad Hoc Pension Board recommends funding the additional \$500,000 annually. Mr. Merkel requested direction regarding the recommendation.

Discussion ensued. Consensus by the Village Board was to fund the additional \$500,000 annually. Staff will discuss funding options at the FY 2018/2019 Budget Workshop.

3. Discussion Concerning Proposed Zoning Code Text Amendments

The item was presented by Mr. Hammel, Development Manager and Mr. McNellis, Community Development Director. Mr. Hammel presented a discussion regarding allowing sign frames in Village parks. Currently there are no provisions for signs within the P Open Space Zoning District. Mr. Hammel presented a request to refer a text amendment to the Plan Commission to allow for the signs within Village owned park properties.

Trustee Cope asked what purpose the signs would serve. Mr. Wiberg explained that it is an avenue to advertise to users of the facilities. Ms. McCarty, Parks and Recreation Director noted that we can reach additional audiences through the use of the signs.

Trustee Nickell asked what the cost would be for printing the signs each year. It was noted that there would be a cost of approximately \$200 annually to print signs to place within the frames.

Village Board consensus was reached to refer the item to the Plan Commission.

Mr. Hammel presented a staff recommendation to refer the concept of contractor license revocation to the Plan Commission. Mr. Hammel noted that currently contractors must be licensed to do work within the Village. There are situations where complaints have been received by residents but the Village currently does not have recourse to stop a contractor from continuing to do work in the Village if a contractor is failing to perform good work consistently.

Discussion ensued. Concerns were expressed regarding the process for revocation. It was noted that the Village Attorney should review the recommendation. Staff was directed to return to the next Committee of the Whole to continue the discussion.

4. Discussion Concerning 2018 Village Board Meeting Dates

Mr. Wiberg presented the proposed schedule of Village Board meeting dates for 2018. The Village Board was asked to review the dates. They will be presented in a Resolution at the next Village Board meeting.

Adjournment

At 7:33 PM Trustee Spino moved to adjourn Committee of the Whole, seconded by Trustee Cope.
The motion passed with a Voice Vote.

Respectfully Submitted,

Ashley Engelmann
Deputy Village Clerk



MEMORANDUM

TO: President Bass and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: December 1, 2017

SUBJECT: **December 5 Committee of the Whole Meeting**

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **6:15 p.m.** on Tuesday evening. Dinner will be available beginning at 5:30 p.m. in the Village Hall Board Conference Room. Please find below a summary of the items for discussion:

1) Closed Session to Discuss a Personnel Item (6:15 – 6:30 p.m.)

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

2) Discussion Concerning the Beautification Taskforce (6:30 – 7:00 p.m.)

Due to a variety of reasons, in 2013 the Village Board approved an Ordinance to convert the Beautification Commission to the Beautification Taskforce. Operating as a Taskforce, they are charged with similar responsibilities but are not held to the same legal standards, i.e. monthly meetings, etc. that a typical Village Commission is. A Village Board member has requested that the issue be revisited. [Attached](#) is a memorandum from the Public Works Director providing some background on this issue.

3) Discussion Concerning Proposed Zoning Code Text Amendments (7:00 – 7:30 p.m.)

As previously reported, staff is in the process of reviewing potential Zoning Code Text amendments which, if approved, would make development easier in the Village. [Attached](#) is a memorandum from the Community Development Director summarizing several proposed amendments and recommending they be referred to the Plan Commission.

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



MEMORANDUM

TO: Timothy C. Wiberg, Village Manager

FROM: Andrew Letson, Public Works Director

DATE: December 5, 2017

SUBJECT: Beautification Task Force

Background: The Beautification and Tree Commission (“Commission”) was established by the Village in 1998 with the directive of raising the appearance standards of public areas in the Village. The scope of the Commission included the review of plantings in public areas, specifically the Municipal Campus and Proesel Park, and weeding and watering concerns. The Commission met monthly to discuss maintenance issues in the public planting beds that required attention by the Public Works Department. Additionally, the Commission would review public projects upon referral by the Village Board. The Commission also recommended adoption of the Village’s Tree Preservation Ordinance and opined on matters related to the parkway tree planting program.

With the introduction of the Village’s e-ticket service request system, the ability to report concerns was made more accessible for both staff and the public, allowing staff to address concerns in a more efficient manner. Due to the increased accessibility of staff, and the redundant nature of many maintenance concerns, it was recommended the Commission be modified into a Task Force that would meet twice per year to discuss the plantings within the public beds they are responsible for and to meet on an ad-hoc basis to review items that were referred by the Village Board. The Commission reviewed the recommendation to reclassify the Commission to a Task Force at the October 28, 2013 Beautification meeting and approved the transition unanimously. The Village Board subsequently considered and approved an Ordinance to eliminate the Commission and convert the group to a Task Force on November 19, 2013. No members of the Commission were present at the Village Board meeting. The Village Board and Commission meeting minutes are attached.

The duties of the former Commission have not changed with reclassification to a Task Force. The primary duties of the Task Force remain and include: planning of Arbor Day, beautification of public spaces through annual plantings, and managing the annual Lincolnwood in Bloom contest. The responsibility for maintaining the public trees in the

Village has been assigned to staff and the Village’s Arborist due to the frequent nature of tree related concerns. Additionally, the Task Force has reviewed and provided comment on the Lincoln Avenue Medians and Village Campus Wayfinding Signage projects. They are also informed of projects that may be of interest to the Task Force, but have been assigned to other recommending bodies due to the overlapping nature of the project. A summary of agenda topics and capital project discussions since the reclassification is attached to this memorandum. The duties of the Commission compared to the Task Force are summarized in the table below. The Task Force currently meets four to five times per year, based on needs and the availability of Task Force members, to discuss regular business.

Duties	Commission	Task Force
Arbor Day Tree Planting	X	X
Review of Annual Plantings	X	X
Lincolnwood in Bloom Contest Management	X	X
Review of Annual Tree Planting Program	X	
Capital Project Review	X	X
Reporting of Maintenance Concerns	X	X
Budget Requests for Next Fiscal Year	X	X

At the November 13, 2017 Beautification Task Force Meeting, the group discussed reestablishing the Task Force as a Commission. The discussion centered around having greater input on capital projects and having a stronger voice on Village matters relating to beautification of the public right-of-way throughout the community. During the discussion of the role of the Task Force compared to the role of a Commission, two members voiced concern that if the responsibilities were not changing, they would be hesitant to return to the Commission status. At the end of the discussion the Task Force reached a consensus to recommend that the Village Board consider reestablishing the Task Force as a Commission. The draft minutes of the November 13, 2017 meeting are attached to this memorandum.

Charge of the Commission: One of the challenges that the Commission faced prior to the restructuring in 2013 was a vague scope of responsibilities. Prior to the reclassification of the Commission, the Village Code stated that their responsibility included, “To hear and review all requests on matters involving beautification, promoting, preserving, and enhancing the environment and physical appearance of the Village.” A broad scope of this nature allows for the possibility of duplication of efforts across recommending bodies and an inefficient use of Village resources. For example, appearance standards for commercial developments are already reviewed by the Plan Commission and the Village’s consulting landscape architect. If the Beautification Commission were an additional reviewer, this may create an extra burden on developers. It will also be necessary to develop an objective set of criteria for review.

The broad nature of the original charge of the Commission to review all aspects of beauty did not provide structure for standards related to appearance, especially compared to the Plan Commission or Zoning Board of Appeals where there are guidelines for approval or denial of standards. Appearance reviews are often subjective in nature and rely on personal taste. At times, differing tastes provide conflicting direction to staff and extend the design process of

projects. For example, the Commission held six meetings between March, 2011 and January, 2012 to review in detail the design of the Promenade project. While the project was completed, the design process under the Commission was lengthy due to debate about stylistic concerns for the Promenade which required numerous conceptual plan revisions.

Capital Project Review: Since the creation of the Task Force, the Village has held public meetings to discuss three major public improvement projects: the Touhy Avenue Overpass, the Devon Avenue Enhancement Project, and the Lincoln Avenue Medians. The table below outlines the public bodies where these projects were discussed. Additional meetings would delay the design and ultimate construction of public improvement projects. Members of the public, including those from the Beautification Task Force, are encouraged to attend meetings where projects are being discussed to provide their input.

Project	Public Body	No. of Meetings
Touhy Avenue Overpass	Park and Recreation Board	3
	Village Board	4
Devon Avenue Enhancement Project	Economic Development Commission	1
	Traffic Commission	2
	Village Board	2
Lincoln Avenue Medians	Beautification Task Force	1
	Village Board	2

Attendance Concerns: Since the first meeting of the Task Force in February of 2014, there have been several concerns regarding the attendance of members. In the past year, two of the five meetings were cancelled due to a lack of quorum. Had the group been a Commission over the past three years, three members would not have met attendance requirements outlined in the Village Code. Additionally, the classification as a Task Force allows for greater flexibility in scheduling of meetings based around seasonal review of plantings or referrals from the Village Board, without being locked into an annual meeting schedule.

Recommendation: Based on the scope of responsibility remaining consistent with the transition from a Commission to a Task Force, attendance concerns, and greater flexibility, staff recommends the group remain a Task Force. Should the Village Board reinstate the Commission, staff recommends the Ordinance include a specific scope and outline an objective set of guidelines for reviewing items referred from the Village Board.

Attachments

- November 19, 2013 Village Board Minutes
- October 28, 2013 Beautification Commission Meeting Minutes
- November 13, 2017 Beautification Task Force Meeting Minutes
- Agenda Topics 2014-2017
- Village Code Section 3-10 (Before Reclassification)
- Committee of the Whole Presentation

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
NOVEMBER 19, 2013**

Call to Order

Village President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:30 P.M., Tuesday, November 19, 2013 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

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

Roll Call

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

PRESENT: President Turry, Trustees Patel, Sprogis-Marohn, Cope, Elster, Klatzco

ABSENT: Trustee Leftakes

A quorum was present.

Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Chuck Meyer, Assistant to the Village Manager; Steven Elrod, Village Attorney; Amanda Williams, Management Analyst; Timothy Clarke, Community Development Director; Charles Greenstein, Treasurer; Janice Hincapie, Director of Parks and Recreation

Approval of Minutes

The minutes of the November 5, 2013 regular Village Board meeting had been distributed in advance and were examined. Trustee Elster moved to approve the minutes, Trustee Klatzco seconded the motion. The motion passed by Voice Vote.

Warrant Approval

Trustee Klatzco moved to approve Warrants in the amount of \$1,226,821.41, Trustee Elster seconded the motion.

Upon Roll Call by the Village Clerk the results were:

AYES: Trustees Klatzco, Elster, Cope, Sprogis-Marohn, Patel

NAYS: None

The motion passed

Village President's Report

1. Proclamation Regarding Toys for Tots

President Turry read the proclamation.

President Turry spoke of the hard work put in by our Lincolnwood Police and Dee and John Barbino in supporting this worth activity.

The proclamation was accepted by Sergeant Mike Cahill representing the Lincolnwood Police.

It is hoped that residents will attend the Toys for Tots luncheon on December 3, at Moneystero's Restaurant

2. Appointment of Jean Ikezoe-Halevi to the Zoning Board of Appeals

President Turry requested permission to appoint Jean Ikezoe Halevi to the Zoning Board of Appeals to fill a vacancy on that Board.

Trustee Klatzco moved to approve the appointment, seconded by Trustee Cope. The motion passed with a Voice Vote.

3. Video by Mark Malnati

President Turry exhibited a video of Mark Malnatti on a trip to visit John Stewart in New York and attempt to present him with a Chicago Pizza. The attempt failed, but Mr. Malnatti left a note for Mr. Stewart offering to return.

4. Student Video

President Turry exhibited photos and a video of 3rd grade ELL students visiting Council Chambers. He also read letters of appreciation from the students.

3. Appearance of the Turkey for Turkey Trot

Turkey Mike Azzeretto addressed the Board regarding Sunday's Turkey Trot. Mrs. Hincapie also spoke regarding the Turkey Trot and stated that at this point over 1,640 participants have been signed up. Volunteers will be welcomed on Sunday, November 24.

Consent Agenda

1. Approval of an Ordinance Amending Chapters 3 and 6 of the Municipal Code of Lincolnwood to Eliminate the Beautification and Tree Commission

Trustee Sprogis-Marohn moved to approve the Consent Agenda as presented. Trustee Patel seconded the motion.

Upon Roll Call the results were:

AYES: Trustees Sprogis-Marohn, Patel, Cope, Elster, Klatzco

NAYS: None

The motion passed.

Regular Business

2. Continuation of a Public Hearing Concerning the Proposed Establishment of a Devon-Lincoln Tax Increment Finance (TIF) District and Designation of a Redevelopment Project Area

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

A motion was made by Trustee Elster to remove the item from the table, seconded by Trustee Patel. The motion passed with a Voice Vote.

President Turry declared the Public Hearing open. Trustee Klatzco recused himself from this item.

Trustee Patel moved to continue the Public Hearing and table the matter to the second Village Board meeting in January (January 21), seconded by Trustee Elster.
The motion passed with a Voice Vote.

Manager's Report

Mr. Wiberg announced that Village Hall and offices will be closed on Thursday and Friday, November 28 and 29 due to the Thanksgiving holiday.

Board and Commissions Report

None

Village Clerk's Report

None

Trustee Reports

None

Public Forum

None

Adjournment

At 8:03 P.M. Trustee Sprogis-Marohn moved to adjourn the Regular Board Meeting, seconded by Trustee Patel.

The motion passed with a Voice Vote

Respectfully Submitted,



Beryl Herman
Village Clerk



**Beautification Commission Meeting
October 28, 2013
Village Hall
Board Conference Room**

Commissioners Present

Mira Mazur, Chair
Eve Fink
Terry Froman
Gabriella Kowalczyk
Susan Perdomo
Pamela Stavinoga

Commissioners Absent

Judy Friedman
Pamela Stavinoga

Also Present

Gerald Turry, President

Staff Present

Timothy Wiberg, Village Manager
Staff Liaison, Charles Meyer, Assistant to the Village Manager

I. Call to Order

- a. The meeting was called to order at 6:07 pm by Chairperson Mazur.

II. Roll Call

- a. Chairperson Mazur called the Roll. A quorum was present.

III. Approval of Minutes

- a. Commissioner Froman made a motion to approve the minutes of the September 9 meeting. Commissioner Kowalczyk seconded the motion. The motion was approved 6-0 via a voice vote.

IV. Old Business

- a. Lincolnwood in Bloom Contest
 - i. The Commission reviewed the three submittals for the contest. After reviewing the two submittals, the Commission voted in favor of the submittal for 7011 Kedvale to be the contest winner. 6542 LeRoy was awarded second place for the contest. The vote finalized a tentative vote that was made during the September meeting.
- b. Signage on Village Poles
 - i. Staff provided an update regarding the sign being implemented by Community Development. Staff reported that the sign was being finalized and it was anticipated that by the February meeting a final decision on the design would be made
- c. Budget Request for 2014/2015

- i. The Commission reaffirmed their request for the 2014/2015 Budget to include \$7,000 for the Commission.

V. New Business

- a. Recommendation for Beautification Commission
 - i. Mr. Meyer provided the Commission with an overview of the recommendation to reconstitute the Beautification Commission into the Beautification Task Force.
 - ii. Commission approved of recommendation to restructure the Beautification Commission with no dissenting opinions voiced.
- b. Winter Preparation Work
 - i. Madeline's Garden
 1. The Commission requested that the following be purchased and planted in Madeline's Garden:
 - a. Blue Ageratum (Blue Panzies if Ageratum were unavailable).
 - b. White Begonias.
 - c. Red Begonias.
 - d. The final count for each flower purchased was to be provided by Chairperson Mazur.
 - ii. Morse / Kostner
 1. The Commission commented that the area needs to be weeded and looks under planted.
 2. The Commission asked that the lambs' ears are removed from the smaller bed.
 3. The Commission requested to plant annuals before daffodils and to not do the planting prior to Memorial Day.
 - iii. Touhy / Crawford
 1. The Commission requested that the grass be trimmed in this area.
 - iv. Gateway Sign
 1. The Commission asked for the area around the sign to be trimmed.
 - v. Community Center
 1. The Commission requested that after the Astors start blooming that the same number of purple petunias be put in and ask that they get trimmed to two inches.
 - vi. Promenade
 1. The Commission requested that supertunias in the Promenade.
 - vii. Lincoln Avenue
 1. The Commission stated that the sign is blocked at Lincoln Avenue.
 2. The Commission requested that the coneflowers in front of the sign be transplanted in the spring and to plant something lower below the sign.
- c. Bone Meal
 - i. The Commission decided to not add bone meal at this time, but recommended that fertilizer is purchased and applied to all beds starting in April, 2014.
- d. Mulch
 - i. The Commission discussed placement of mulch in Madeline's Garden. Commissioner Perdomo recommended that the Village purchase leaf mold of three cubic yards for placement in the center area for the Spring.

VI. Additional Comments by Commissioners

- a. None.

VII. Comment from the Public

- a. No comments were received from the public.

VIII. Adjournment

- a. The meeting adjourned at 7:15 pm

Minutes Recorded by:

Charles Meyer
Assistant to the Village Manager

Staff Liaison



**Beautification Task Force Meeting
November 13, 2017
Village Hall
Board Conference Room**

Members Present

Mira Mazur, Chair
Terry Froman
Jaclyn Cassel
Pamela Stavinoga
Susan Perdomo
Eve Fink
Georjean Hlepas Nickell – Trustee Liaison

Members Absent
Gabiella Kowalczyk

Staff Present

Staff Liaison, Nadim Badran, Assistant to the Public Works Director

I. Call to Order

- a. The meeting was called to order at 6:00 p.m. by Chairperson Mazur.

II. Roll Call

- a. Chairperson Mazur called the Roll. A quorum was present.

III. Approval of Minutes

- a. Member Stavinoga made a motion to approve the minutes of the September 18, 2017 meeting. Member Froman seconded the motion. The motion was approved 6-0 via a voice vote.

IV. Old Business

- a. Approval of Planting Workbooks
 - i. Village Hall Entrances – Member Stavinoga stated that she would like to change the flowers located at the entrances to 24 Pink Dragon Wing Begonias and 24 White Dragon Wing Begonias.
 - ii. Community Center – The Task Force did not recommend any changes for the Community Center beds. Member Stavinoga asked if Mushroom Compost will be added to the planting beds. Mr. Badran stated it will be applied in the coming weeks.
 - iii. Lincoln Avenue Proesel Park Sign – Member Stavinoga stated that she would like to refresh the look of the Proesel Park planting bed. Mr. Badran stated that staff obtained a quote for the redesign of the bed for the next fiscal year, and would discuss it during Agenda item 6. For the upcoming planting season, Member Stavinoga stated that she would like to reduce the 4 trays of Orange Marigolds to 2 trays of Yellow Marigolds, and add 2 trays of Red Zinnias. Member Froman stated she was concerned if the plants would survive. Mr. Badran stated that the

Mushroom Compost would be added and the Village could replace the soil after the next planting season.

- iv. Lincoln Avenue – Member Stavinoga stated the Junipers were relocated to the Lincoln Bed from the Village Hall employee entrance, as well as grasses from the promenade. Chairperson Mazur stated she will visit the area to inspect the plantings.
- v. Madeline’s Garden – Member Cassel stated that she would like to see larger flowers to make the area a grand display. Member Fink stated that the decision was made recently to bring the size of flowers down. Chairperson Mazur stated that she would like to see the Blue Salvia removed and make the circular planting beds only white and red. Member Perdomo stated she was concerned with just having red in the center and white in a circle around it. Chairperson Mazur stated she would like all Blue Salvia removed, and increase the 8 flats of white Begonias to 16 flats. Chairperson Mazur stated that she would like to fill the 6 interior planting beds with Hostas. A discussion took place amongst the Task Force about which type of Hostas should be planted and how many. Chairperson Mazur stated she would measure the planting area and email Mr. Badran to update the workbook.
- vi. Morse/Kostner – Member Perdomo stated she would like to remove the Purple Sedum and Sky Blue Supertunias, reduce the Yellow/Rose Lantanas to 2/3 of last year’s order, and remove the Lambs Ears.

V. Staff Report

- a. ITEP Grant Applications – Mr. Badran stated the Village would be applying for two grants from the state. The first project is the Lincoln Avenue Streetscape Enhancement project and the other project is the McCormick Boulevard Sidewalk Installation. Mr. Badran stated a letter of support from the Task Force would help bolster the Village’s application for the competitive grant. The members agreed they would endorse each application with a letter of support.

VI. New Business

- a. Discussion Regarding FY2018/19 Budget Requests – Mr. Badran stated that staff obtained proposals for projects the Task Force previously expressed an interest in. The first proposal provided by Christopher Burke Engineering (CBBEL) was for the redesign of the Lincoln Avenue Proesel Planting Bed and Sign. The Task Force stated they do not want to expend Village Funds on a redesign and would just like to see the existing soil replaced. The Task Force asked if an irrigation system could be installed in the planting bed. Mr. Badran stated that he would obtain a proposal for that work. The second proposal from CBBEL was for the installation of a Pollinator Garden located within the U.P. Bike Path. The group stated they are not interested in pursuing this project.
- b. Trustee Liaison Nickell stated that she spoke with the Mayor about reestablishing the Task Force to a Commission. Trustee Nickell left the meeting to allow the group to discuss whether or not they wanted to pursue that option. Chairperson Mazur stated she would like to see the group return to Commission form to have a stronger voice in the Village and a wider scope of duties. Member Froman asked what becoming a Commission would entail. Mr. Badran stated that the group would have an increased number of meetings, a strict attendance policy, and the Chair or another member would be expected to attend Village Board meetings as Beautification related items were discussed. Mr. Badran stated that the group would continue to review the same items with the addition of other items as assigned by the Village Board. Member Perdomo stated that if the scope of duties was not changing she would be hesitant to switch back to a Commission. Member Froman agreed with Member Perdomo’s concerns. Chairperson Mazur stated that she would like to see the group become a

commission again and asked if the group was in agreement. With the exception of Member Perdomo, the group agreed with Chairperson Mazur to request staff bring the item forward to the Village Board.

VII. Comment from the Public - No items were brought forward for discussion.

VIII. Adjournment

- a. With no further business to discuss, Member Stavinoga made a motion to adjourn, which was seconded by Member Fink. The meeting Adjourned with all in favor and none opposed at 7:54 p.m.

Minutes Recorded by:

Nadim Badran
Assistant to the Public Works Director

Staff Liaison

Beautification Task Force Summary of Meeting Topics

February 24, 2014

Attendance: 5/7

Agenda Items:

1. Budget Request
 - a. \$5,000 for plantings
 - b. \$300,000 for ash replacements (over 3 years)
 - c. Request for benches for Madeleine's Garden and replacement of broken bricks at Community Center
2. Bed Maintenance – Winter Prep Work Recap
3. 2014 Plantings
4. Touhy/Crawford – Benches, Trash Cans, Banners
5. Crawford Ave Construction Update
6. Arbor Day

September 29, 2014

Attendance: 5/7

Agenda Items:

1. Recap of Summer Plantings – Discussion of changes for next year
2. Lincolnwood in Bloom
3. Workbooks
4. Community Garden
5. Planting Bed Winter Prep
6. Touhy/Crawford – Maintenance of private property

November 10, 2014

Attendance: 5/7

Agenda Items:

1. Review of Workbooks
2. Community Garden
3. Touhy/Crawford
 - a. Medians
 - b. Banner Replacement – work with businesses to fund replacement
4. Arbor Day
5. Composting at Public Works – no space or personnel
6. Budget Request
 - a. \$5,000 for plantings

March 12, 2015

Attendance: 5/7

Agenda Items:

1. Review Winter Prep
2. Review Plantings
3. Community Garden
4. Touhy/Crawford
 - a. Banners
 - b. Medians

5. Arbor Day
6. Lincolnwood in Bloom

June 22, 2015

Attendance: 6/7

Agenda Items:

1. Review Spring Plantings
2. Arbor Day
3. Lincolnwood in Bloom
4. Community Garden
5. Visit Planting Beds

October 7, 2015

Attendance: 5/7

Agenda Items:

1. Lincolnwood in Bloom
2. June Bed Visit Follow Up
3. Community Garden
4. Budget Request
 - a. \$5,000
5. Review Plantings

November 7, 2015

Attendance: 5/7

Agenda Items:

1. Review CBBEL Recommendation for Madeleine's Garden
2. Review Workbooks
3. Budget Request
 - a. \$5,000
4. Lincolnwood in Bloom
5. Arbor Day
6. Promenade Bench Location – Donation

February 8, 2016

Attendance: 4/7

Agenda Items:

1. Review Plantings
2. Public Service Announcement
3. Arbor Day
4. Lincoln Avenue Medians
5. Lincolnwood in Bloom
6. Wayfinding Signage

June 20, 2016

Attendance: 5/7

Agenda Items:

1. Lincolnwood in Bloom
2. Arbor Day

3. Planting Bed Site Visits

September 19, 2016

Attendance: 4/7

Agenda Items:

1. Lincolnwood in Bloom
2. Workbook Review

November 14, 2016

Attendance: No Quorum

Agenda Items:

1. Review Workbooks
2. Budget
3. Arbor Day
4. Lincoln Ave Medians Update
5. Task Force Initiatives Update

April 10, 2017

Attendance: No Quorum

Agenda Items:

1. 2017 Planting Dates
2. Arbor Day
3. Lincolnwood in Bloom
4. Lincoln Ave Medians Update
5. Butterfly Garden
6. Gateway Signage
7. Banners on Lincoln, Touhy, and Crawford Avenues and Northeast Parkway
8. Touhy/Crawford District Maintenance
9. Landscape Maintenance Contractor Update
10. Community Garden

June 19, 2017

Attendance: 5/6

Agenda Items:

1. Arbor Day
2. Lincolnwood in Bloom
3. Lincoln Ave Medians Update
4. Butterfly Garden
5. Gateway Signage
6. Banners on Lincoln, Touhy, and Crawford Avenues and Northeast Parkway
7. Touhy/Crawford District Maintenance
8. Landscape Maintenance Contractor Update
9. Community Garden

July 10, 2017

Attendance: 4/6

Agenda Items:

1. Planting Bed Site Visits

September 18, 2017

Attendance: 4/7

Agenda Items:

1. Lincolnwood in Bloom
2. Review of Planting Beds Work Books
3. Arbor Day

November 13, 2017

Attendance: 6/7

Agenda Items:

1. Approval of Workbooks
2. ITEP Grant Applications - Staff Report
3. Budget Requests

Summary of Capital Project Review

1. Lincoln Avenue Medians
 - a. Beautification Task Force
 - b. Village Board
2. Promenade
 - a. Beautification Commission
 - i. 1/30/12
 - ii. 10/10/11
 - iii. 9/12/11
 - iv. 7/11/11
 - v. 5/9/11
 - vi. 3/7/11
 - b. Village Board

in the transportation field, business owners, professional educators, individuals associated with School District 74, real estate professionals, and current or former public safety professionals.

3-9-2. Powers and duties.

The Traffic Commission shall have the following powers and duties:

- (A) To hear and review all requests and applications on matters involving traffic safety and control, including, but not limited to, traffic calming devices, alley vacations, bicycle safety, pedestrian safety, and line of sight issues; to investigate the ways and means to improve vehicular, bicycle and pedestrian traffic conditions; and to present recommendations thereon to the Board of Trustees;
- (B) To hear and review parking and safety issues and to present recommendations thereon to the Board of Trustees;
- (C) To hear and review applications for parking as permitted by the Parkway Landscaping Ordinance¹ and to present recommendations thereon to the Board of Trustees regarding permits for parking on public parkways;
- (D) To make recommendations to the Board of Trustees considering the enactment of ordinances or the amendment of existing ordinances regarding traffic safety;
- (E) To initiate, direct and review traffic studies, and to present recommendations thereon to the Board of Trustees, Plan Commission, or Zoning Board of Appeals, as may be appropriate and as determined by the Village; and
- (F) To perform such other duties and exercise such other powers germane to the powers granted by the Board of Trustees and the statutes of the State of Illinois.

Article 10

BEAUTIFICATION AND TREE COMMISSION

3-10-1. Establishment and membership.

There is hereby established a Beautification and Tree Commission consisting of nine members.

3-10-2. Powers and duties.

The Commission shall have the following powers and duties:

- (A) To hear and review all requests on matters involving beautification, promoting, preserving, protecting and enhancing the environment and physical appearance of the Village;
- (B) To hear and review beautification issues;

1. Editor's Note: See Ch. 6, Public Parks, Ways, and Properties, Art. 5, Parkway Landscaping and Maintenance.

- (C) To serve as the Lincolnwood tree board and be a recommending body to the corporate authorities on tree-related issues in the Village and to present recommendations thereon to the Board of Trustees;
- (D) To advise and consult the Village Arborist on any matter pertaining to the Lincolnwood Tree Ordinance² and its enforcement, including, without limitation, the following:
 - (1) Amendments to the Lincolnwood ordinance, and recommendations or revisions to the urban forestry plan;
 - (2) Policy concerning selection, planting, maintenance and removal of trees, shrubs and other plants within the Village;
 - (3) Recommend to the Board of Trustees allocation of funds for the arbor expenditures;
 - (4) Establishment of educational and informational programs; and
 - (5) Development of policies and procedures regarding the Arborist's duties.
- (E) To be a resource and recommending body to the Board of Trustees relating to the beautification of the Village of Lincolnwood;
- (F) To make recommendations to the Board of Trustees considering the enactment of ordinances or amendment of existing ordinances regarding beautification of the Village of Lincolnwood; and
- (G) To perform such other duties and exercise such other powers germane to the powers granted by the Board of Trustees.

Article 11

HUMAN RELATIONS COMMISSION

3-11-1. Establishment and membership.

There is hereby established a Human Relations Commission consisting of nine members.

3-11-2. Powers and duties.

The Commission shall have the following powers and duties:

- (A) To hear and review all requests on matters involving human relations, to promote understanding, mutual respect and neighborly cooperation among all Village of Lincolnwood residents, especially those who have different racial, religious, ethnic and nationality backgrounds and varying age, educational and economic levels;

2. Editor's Note: See Ch. 14, Building Regulations, Art. 16, Tree Maintenance.



Beautification Task Force

Committee of the Whole
December 5, 2017

Purpose of Discussion

- Receive direction from the Village Board as to the request of the Beautification Task Force to re-establish as a Commission

Background

- Village established the Beautification and Tree Commission in 1998
- Purpose: to raise the appearance standards of public areas within the Village
- Scope of Duties:
 - To hear and review all requests on matters involving beautification, promoting, preserving, and enhancing the environment and physical appearance of the Village
 - To advise and consult the Village Arborist on tree matters
 - To advise the Village Board on beautification and tree matters
 - To perform other duties as directed by the Village Board

Charge of the Commission

- Broad scope of Commission led to overlap during project review among recommending bodies
- Appearance based reviews are subjective in nature and led to disagreements relating to personal taste
 - Beautification Commission did not have codified standards for review, such as the Plan Commission or Zoning Board of Appeals
 - Lack of review standards created a delay during review of the Promenade design, in which 6 meetings were held from March, 2011 to January, 2012 to discuss the plans

Transition to Beautification Task Force

- Implementation of e-ticket service request system provided immediate access to staff for reporting maintenance concerns
 - Eliminated need to wait for monthly meetings to report redundant concerns such as weeding or watering requests
- October 23, 2013 Beautification Commission Meeting
 - Staff presented recommendation to transition the group to a Task Force
 - The Commission did not present any objections to the recommendation
- November 19, 2013 Village Board Meeting
 - Village Board accepted the recommendation with all in favor and none against
 - Members of the Commission were invited to the meeting, but did not attend

Comparison of Duties

- Scope of duties has generally remained the same from switch to Task Force
 - With the exception of tree advisory responsibilities, which was transferred to staff (The Task Force still currently plan the Arbor Day Planting)

Duties	Commission	Task Force
Arbor Day Tree Planting	X	X
Review of Annual Plantings	X	X
Lincolnwood in Bloom Contest Management	X	X
Review of Annual Tree Planting Program	X	
Capital Project Review	X	X
Reporting of Maintenance Concerns	X	X
Budget Requests for Next Fiscal Year	X	X

Village Board Direction

- Staff is seeking direction regarding whether the Board wants the status of the Beautification Task Force to remain, or to re-establish the Beautification Commission



MEMORANDUM

TO: Timothy Wiberg, Village Manager

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

DATE: December 5, 2017

SUBJECT: Proposed Zoning Code Text Amendments

This memorandum presents a series of Zoning Code regulations that staff believes warrant discussion and amendment based on input from the Village Board, Plan Commission, and Economic Development Commission. The amendments for consideration in this memorandum aim to achieve the following objectives: 1) to provide appropriate flexibility for commercial signage, especially for larger properties that require a certain level of visibility; and 2) to expand opportunities for commercial businesses to promote their products and services.

For each issue, the memorandum describes the relevant regulations, the impetus for its review, relevant policy questions that can be discussed as part of the formal amendment and hearing process, and, where appropriate, potential regulatory solutions to be explored. The Code amendments recommended for consideration and referral include:

- Electronic Signs for Large-Scale Developments
- Temporary Signs – Special Event/Grand Opening
- Temporary Sign Panels
- Sign Location
- Portable Sign Design

Electronic Signs for Large-Scale Developments

Section 11.06 of the Zoning Code (see Attachment #1) specifically prohibits “electronic message signs” and “animated signs”. It is staff’s understanding that these prohibitions were enacted specifically with an older style of digital sign (designed with individual light bulbs programmed to form a message) in mind. These signs were prevalent in the 1970s, 1980s, and 1990s throughout the country in the form of time/temperature signs and single-color scrolling message signs. As the Village Board is aware, the technology behind electronic message board signs has grown exponentially in the past ten years to the point that many of these signs are of the same quality as the high-definition video boards that can be found at major stadiums. Given the overall aesthetic improvement in these types of signs, and the prevalence of this type of messaging in today’s commercial environment, staff recommends the Village Board consider permitting electronic message boards, under certain conditions.

As a first step, it may be most appropriate to permit such signage only for the large-scale properties/developments in the Village. Specifically, staff recommends a threshold of a five-acre property or development area be established for eligibility for this type of signage. This would permit the Town Center Mall, School District 74 campus, Purple Hotel site redevelopment, and Bryn Mawr Country Club to be considered. Large-scale developments are most appropriate for such signage as they have unique physical characteristics or needs, including: 1) a large number of tenants in one location (Town Center Mall and Purple Hotel site); or 2) significant programming and/or informational needs to be disseminated (School District 74, Bryn Mawr Country Club). Permissibility could be further refined to allow only commercial properties should the Board desire that limitation. The Board could also consider prohibiting such signs in Residential Zoning Districts, thereby eliminating permissibility for the Country Club.



Examples of Electronic Message Board Signs for Private and Public Uses

The incentives for permitting such signage include the reduction of sign proliferation at each site and the opportunity to provide a more modern aesthetic for signage related to significant regional developments. As for sign proliferation, an electronic message board provides the ability to identify a larger number of tenants through changing copy, thereby reducing the number of tenants who require “permanent signage” on a monument sign. This provides the property

owner a way to advertise more tenants without requesting a large “menu board” of tenants. There are a number of regulations that should be considered to help define the parameters of such signage including: square footage, height, illumination levels, and whether or not animation should be permitted. In addition, consideration should be given to capping the number of permanent tenants and permanent messaging on an electronic message board sign given that such a sign type provides greater opportunity to provide such messages electronically.

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

- Is a five-acre site threshold an appropriate limitation on electronic message board permissibility?
- Should such signs be limited to commercially-zoned properties?
- Should such signs be permitted to be taller and larger in area to adequately convey their messaging?
- Should animation be permitted? Should there be a standard for the frequency that images/slides change?
- Should there be a limitation on the number of static “items of information” permitted per electronic message board sign?

Temporary Signs – Special Event/Grand Opening

Zoning Code Section 11.04(8) (see Attachment #2) provides specific limitations on the number of events and number of days per event in which a “special event” temporary sign is permitted. Currently, that limitation is for two nonconsecutive events, for no more than 15 days per event. There are no limitations on sign type, size, number, or location. This has led to some confusion internally as to whether or not any limitations can currently be set, as well as challenges for recurring events. As an example, if the mall proposed an artisanal market in their food court once a month, they would only be permitted to put a temporary sign or banner out to advertise the event two of every twelve months.

Staff is recommending that requirements for these types of temporary signs be better defined. More importantly, we are recommending that the permissible number of days per year be increased. The retail and commercial environment throughout the country is very challenging at the moment. Any business-friendly code revisions the Village can approve to show solidarity and support for these businesses would be well received. In addition, the Village’s current regulations are perhaps too constrained, as evidenced by the fact that some businesses simply ignore Village regulations and install temporary signs without approval, while others leave signs installed beyond the permitted time frame. As such, staff recommends that the permissible number of days be increased to 60 days per year, with a minimum of five days per event. If adopted, this could permit up to twelve events per year (one per month). Staff is also recommending that there be limitations placed on the size of temporary signage and the number per lot as well as consideration given to the type/location of signs.

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

- Should the number of days permitted for temporary signs on each property be increased? If so, what duration is acceptable?
- Should the number of events for which temporary signage is erected, be limited? If so, what is an acceptable number of events for which this signage could be posted?
- Should the type and number of temporary signs be defined and limited?
- Should the permissibility of temporary signs be expanded to allow a specific sale (i.e., “50-cent donuts today”) rather than just permitting temporary signs for special events?

Temporary Sign Panels

Temporary signs that cover existing monument sign panels may be appropriate under certain circumstances. The Zoning Code currently does not permit existing monument signs to be covered with a material of a temporary nature that displays information other than that of the existing tenant. This is regulated primarily through a requirement that signs be designed “for permanence.” In addition, temporary sign coverings/panels are not specifically noted in the Sign section of the Village Code as being permitted, which, by default, prohibits them. Cases in which such signage may be appropriate include:

1. New Tenant Identification
2. Properties For Sale/Lease

New tenant identification may be necessary when a company is rebranded, but still working on designing new permanent signs. It also could occur when a new company takes over an old space, and either remains open or opens shortly thereafter. In some cases, there may be lag time between opening/reopening and the new permanent sign being manufactured and installed.



Rebranded Bank



For-Lease Sign

With regard to leasing/for sale signs, providing an opportunity to “bag” the existing monument sign can provide positive aspects. Primarily, it removes the stigma of a blank or empty sign cabinet which can provide a perception that an area is declining. In addition, it reduces sign proliferation as the permanent monument sign becomes the leasing/for sale sign temporarily, providing a net reduction of signage (utilizing the existing monument signage as the leasing/for

sale sign would preclude any other free-standing sign advertising the property). Finally, permitting the monument sign panel to be utilized as a real estate sign provides greater visibility, potentially resulting in an opportunity for a quicker real estate transaction. Ultimately, quick turnover of a vacant site to one with a new owner/tenant is in the Village's best interest.

If permissibility of such signage is to be considered, it would be important to outline the acceptable parameters (how the sign is wrapped, permitted materials, etc.). Relevant policy questions to be explored throughout the amendment process include the following:

- Should existing monument sign panels be permitted to be wrapped for new tenant identification and/or leasing/for sale signs?
- If so, should there be a limitation on how the sign is wrapped and the permitted materials?
- What is the maximum time frame that would be permitted? Would it be different for temporary new tenant identification versus leasing/for sale signs?

Sign Location

The Village currently regulates the location of certain temporary and permanent signage in relation to a property line. Zoning Code Sections 11.04(1)(v) & 11.05(17)(ii)(1) (see Attachment #3) state that both Monument signs and Exempt Signs (i.e., Real Estate signs) are required to be set back a minimum of ten feet from the exterior property line. This can be a difficult setback to meet on the small commercial lots typically found throughout the Village. When a building footprint and required parking are designed for a site, there is often very little room remaining to locate a monument sign with a ten-foot setback.



Similarly, real estate signs cannot meet the ten-foot setback given the close proximity of parking areas to the street. Variations for the location of these types of signs are not uncommon. Both the recently-approved Stefani's restaurant and AT&T store required monument sign setback Variations given the proximity of the parking lot to the exterior property line. In addition, most of

the real estate signs along Lincoln Avenue are on lots where a ten-foot setback would be virtually impossible.

Ultimately, it is in the Village’s best interest to assist property owners in selling/leasing their buildings or tenant space. A more visible sign, within reason, is helpful to meet that goal.

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

- Should the setback for permanent signage be reduced from the current ten-foot requirement? If so, is five feet acceptable? One foot? Or is any setback from a property line appropriate?
- Should the setback for real estate signs be reduced from the current ten-foot requirement? If so, is five feet acceptable? One foot? Or is any setback from a property line appropriate?

Portable Sign Design

Zoning Code section 11.05(24) (see Attachment #4) requires that portable signs (such as A-frame signs or sandwich boards) be professionally printed and not hand written. However, there are a number of portable sign designs available that consist of write-on dry-erase boards which permit businesses to write specials for the day. This provides the opportunity to immediately advertise a daily special, rather than waiting for a professionally-printed sign to be produced. Restaurants often use these dry-erase boards to advertise their daily specials, as do certain service industries, such as salons. This can provide businesses greater flexibility without the additional cost of having professionally-printed inserts for an A-frame or sandwich board.

Relevant policy questions to be explored throughout the amendment process include:

- Should professional printing of portable signs continue to be required?
- Should hand writing of portable signs be permitted under any circumstances (i.e. type of business, location of business, etc.)?



Changeable Copy Portable Signs

Professionally-Printed Portable Signs

RECOMMENDATION

Staff recommends the Village Board consider referring to the Plan Commission the following Text Amendments for a Public Hearing: electronic signs for large-scale developments, temporary signs for special events/grand openings, temporary sign panels, sign location, and portable sign design.

Documents Attached

1. Current Regulations Related to Electronic Signs for Large – Scale Developments
2. Current Regulations Related to Temporary Signs – Special Events
3. Current Regulations Related to Sign Location
4. Current Regulations Related to Portable Sign Design
5. Committee of the Whole PowerPoint Presentation

Attachment #1 – Electronic Signs for Large-Scale Developments

11.06 Prohibited signs.

The following sign types are specifically prohibited in all locations within the Village:

(1) (Reserved)

Editor's Note: Former Subsection (1), which prohibited A-frame, sandwich board and other portable signs, was repealed 10-1-2013 by Ord. No. 2013-3071.

(2) Abandoned signs.

(3) Advertising vehicles.

(4) Off-premises advertising signs, except:

[Ord. No. 2011-2937]

(5) Animated signs.

(6) Bench signs.

(7) Billboards.

(8) Flashing signs.

(9) Light pole signs.

(10) Painted wall signs.

(11) Portable signs, except special event signs.

(12) Projecting signs.

(14) Signs consisting of a string, cluster or series of lights, with the exception of holiday decorations.

(15) Signs on exterior doors, except: (a) signs displaying door operating instructions; (b) government required signs; and (c) signs displaying hours of operation.

(16) Roof signs.

(17) Inflatable signs.

(18) Electronic message signs.

(19) Any other sign that is not expressly permitted by this article.

Attachment #2 - Temporary Signs - Special Events

11.04 Permitted on-premises signs

(8)

Special event/grand opening signs. The following temporary, special event signs shall be permitted on private property only for a total of two nonconsecutive events per year, but shall not be erected or maintained for a period exceeding 15 consecutive days per event, and must be removed if wind gusts exceed safety guidelines or design standards for the sign, or the standards for safety tie downs to or by which they are affixed or secured:

[Amended 10-1-2013 by Ord. No. 2013-3071]

i.

Pennant/streamer signs;

ii.

Temporary banner signs; and

iii.

Other temporary signs for special events not requiring a special sign permit, and as may be approved by the Zoning Officer.

Attachment #3 - Sign Location

Section 11.04 (1) Monument Signs

v.

Setback. No monument sign shall be located closer than 10 feet to an exterior property line, nor closer than 50 feet to an interior property line. For a monument sign constructed at a unified business center, under multiple ownerships, interior lot lines shall only pertain to the outermost lot line.

Section 11.05 Exempt Signs

(17)

Real estate sign: one sign used to offer for sale, lease or rent the land or buildings upon which the sign is located, in compliance with the following:

i. In residential district:

1.

A ground sign shall not exceed six square feet in area per side, five feet in height above finished grade and shall not be closer than five feet to any property line; or

2.

A wall sign shall not exceed six square feet in area and shall not exceed six feet in height from the finished floor elevation of any relevant space.

ii. In business and manufacturing districts:

1.

A ground sign shall not exceed 16 square feet in area per side for a property with 50 feet or less of lot frontage, or 32 square feet in area per side for a property with more than 50 feet of lot frontage. Ground signs shall not exceed six feet in height above finished grade and shall not be closer than 10 feet to any property line.

2.

A wall sign shall not exceed 16 square feet in area for a property with 50 feet or less of lot frontage, or 32 square feet in area per side for a property with more than 50 feet of lot frontage. Wall signs shall not exceed 20 feet in height above finished grade.

Attachment #4 -Portable Sign Design

Section 11.05 Exempt Signs

(24)

Portable signs. Portable signs, such as A-frame signs or sandwich boards, are permitted in front of business or commercial establishments on private property only, subject to the following limitations:

[Added 10-1-2013 by Ord. No. 2013-3071]

i.

Only one portable sign may be located along each frontage of a business establishment;

ii.

No portable sign may exceed four feet in height;

iii.

No portable sign may exceed six square feet in sign face area;

iv.

No portable sign may be located within any sight triangle;

v.

Portable signs, or changeable copy board for use in connection with portable signs, must be professionally printed and must not be written by hand;

vi.

Portable signs must be maintained in like-new appearance and must be free of dents or other damage;

vii.

Portable signs may be displayed only during the hours of operation of the business establishment in front of which the portable sign is displayed; and

viii.

Portable signs must be weighted or anchored so that they remain upright.

Proposed Zoning Text Amendments

Electronic Signs for Large-Scale Developments

Temporary Signs – Special Event/Grand Opening

Temporary Sign Panels

Sign Location

Portable Sign Design

***Electronic Signs
for Large-Scale
Developments***

Existing Regulation

- Electronic message boards and animated signs specifically prohibited
- Prohibition enacted prior to widespread use of HD video message boards

11.06 Prohibited signs.

The following sign types are specifically prohibited in all locations within the Village:

(1) (Reserved)

Editor's Note: Former Subsection (1), which prohibited A-frame, sandwich board and other portable signs, was repealed 10-1-2013 by Ord. No. 2013-3071.

(2) Abandoned signs.

(3) Advertising vehicles.

(4) Off-premises advertising signs, except:

[Ord. No. 2011-2937]

(5) Animated signs.

(6) Bench signs.

(7) Billboards.

(8) Flashing signs.

(9) Light pole signs.

(10) Painted wall signs.

(11) Portable signs, except special event signs.

(12) Projecting signs.

(14) Signs consisting of a string, cluster or series of lights, with the exception of holiday decorations.

(15) Signs on exterior doors, except: (a) signs displaying door operating instructions; (b) government required signs; and (c) signs displaying hours of operation.

(16) Roof signs.

(17) Inflatable signs.

(18) Electronic message signs.

(19) Any other sign that is not expressly permitted by this article.

Issues

- Consider permissibility that would minimize proliferation
 - Minimum Property Size for eligibility
- Appropriate restrictions on physical size (square footage, height) to allow messaging to be effective
- Limitation on permanent sign messaging with an electronic sign/video board
- Regulate to minimize distracted drivers
 - Illumination level
 - Animation
 - Frequency of slide changes



Electronic Message Boards for Private & Public Uses

Recommendation

- Permit electronic message board signs for properties Five-acres or greater in size
 - These are properties with unique physical characteristics or needs
 - 1) Large number of tenants in one location
 - Towncenter Mall
 - Purple Hotel site
 - 2) Significant Programming or Informational Needs
 - School District 74 Campus
 - Bryn Mawr Country Club

Considerations

- Does a five-acre threshold provide appropriate limitations and eliminate proliferation?
- Should this sign type be limited to commercial areas?
- Should this sign type be permitted to be bigger than a standard monument sign to adequately convey messaging?
- Should animation be permitted? Should there be a limitation on the frequency of message changes?
- Should there be a limitation on static “permanent” items of information?

***Temporary Signs –
Special Event/
Grand Opening***

Existing Regulation

- Special Event and Grand Opening temporary signs limited to two non-consecutive 15-day events.
- No limitations on sign type, size, number or location.

(8) Special event/grand opening signs. The following temporary, special event signs shall be permitted on private property only for a total of two nonconsecutive events per year, but shall not be erected or maintained for a period exceeding 15 consecutive days per event, and must be removed if wind gusts exceed safety guidelines or design standards for the sign, or the standards for safety tie downs to or by which they are affixed or secured:

[Amended 10-1-2013 by Ord. No. 2013-3071]

- i. Pennant/streamer signs;
- ii. Temporary banner signs; and
- iii. Other temporary signs for special events not requiring a special sign permit, and as may be approved by the Zoning Officer.

Issues

- Overly-stringent requirements may discourage seeking the required Village permit
- Short permissible time frames may not align with business needs
- Better definition of permissible temporary sign parameters is necessary
- Consideration to reduce the minimum number of days per event may be appropriate to provide greater flexibility for recurring events.

Recommendation

- In a challenging retail and commercial environment, business-friendly code revisions can show solidarity and support, so staff recommends:
 1. Increase the permissible number of days
 - 60 days per calendar year
 2. Reduce the minimum number of days
 - 5 days per event (allows up to 12 events per year)
 3. Place limitations on size, number and types of temporary signs

Considerations

- Should the number of permissible days on each property be increased? If so, what duration is acceptable?
- Should the number of events be limited? If so, what number is acceptable?
- Should the sign material and number of signs be limited?
- Should the content of temporary event signs be expanded to allow a specific sale, rather than just an event?

***Temporary
Sign Panels***

Existing Regulation

- Free-standing signs not permitted to be covered with material of a temporary nature
- Free-standing signs cannot display information other than that of the existing tenant/owner

ii. Use of natural materials. Natural materials such as wood, stone or brick are encouraged for signs.

iii. Permanence, harmony and compatibility. Signs shall be designed for permanence and their materials and construction shall not detract from the permanence of the buildings they identify.

Prohibited Signs

(19) Any other sign that is not expressly permitted by this article.

Issues

- Covering or “bagging” a sign may be appropriate for:

1. New tenant identification
2. Properties for sale/lease



- Benefits of permitting such signage include:

1. Allows tenants to get identification up immediately
2. Removes the stigma of a blank/empty sign cabinet, which can create perception of an area in decline
3. Reduces sign proliferation, with an existing sign serving as the only real estate sign on a property
4. Greater real estate sign visibility could result in a quicker real estate transaction

Recommendation

- Permit “Temporary Sign Panels”, with acceptable parameters, including:
 1. Must provide a tight-fit wrapping that completely covers and conforms to underlying shape
 2. New tenant identification should have a limitation on number of days (ie. 90 or 120 days)
 3. Specify acceptable materials

Considerations

- Should existing monument/pole signs be permitted to be wrapped for new tenant identification and or Lease/Sale signs?
- If so, should there be a limitation on how the sign is wrapped and the acceptable materials?
- What is maximum permissible time frame for temporary sign coverings?

Sign Location

Existing Regulation

- Both permanent and temporary signs are required to maintain a setback of 10' from the exterior property line.
- Variations for permanent signs are common.
- Inadequately setback temporary signs are common.

Section 11.04 (1) Monument Signs

V.

Setback. No monument sign shall be located closer than 10 feet to an exterior property line, nor closer than 50 feet to an interior property line. For a monument sign constructed at a unified business center, under multiple ownerships, interior lot lines shall only pertain to the outermost lot line.

Section 11.05 Exempt Signs

(17)

Real estate sign: one sign used to offer for sale, lease or rent the land or buildings upon which the sign is located, in compliance with the following:

i. In residential district:

1.

A ground sign shall not exceed six square feet in area per side, five feet in height above finished grade and shall not be closer than five feet to any property line; or

2.

A wall sign shall not exceed six square feet in area and shall not exceed six feet in height from the finished floor elevation of any relevant space.

ii. In business and manufacturing districts:

1.

A ground sign shall not exceed 16 square feet in area per side for a property with 50 feet or less of lot frontage, or 32 square feet in area per side for a property with more than 50 feet of lot frontage. Ground signs shall not exceed six feet in height above finished grade and shall not be closer than 10 feet to any property line.

2.

A wall sign shall not exceed 16 square feet in area for a property with 50 feet or less of lot frontage, or 32 square feet in area per side for a property with more than 50 feet of lot frontage. Wall signs shall not exceed 20 feet in height above finished grade.

Issues

- Typical small commercial lots provide challenges for sign setbacks
- Variations are not uncommon
 1. Stefani's Restaurant
 2. AT&T Store at Touhy & Lawndale
- Codes that create additional process and bureaucracy are not business-friendly



Recommendation

- Reduce the setback for permanent and temporary signs to 1' from the property line
 - Essentially no setback
 - 1' is provided to insure that the base and foundation of the sign remain on private property.

Considerations

- Should the setback for permanent signage be reduced from the current 10' requirement? If so, is 5' acceptable? 1'? Or is any setback from a property line appropriate?
- Should the setback for real estate signs be reduced from the current 10' requirement? If so, is 5' acceptable? 1'? Or is any setback from a property line appropriate?

Portable Sign Design

Existing Regulation

- Portable Signs (ie. A-frames or sandwich boards) are required to be professionally printed.
- Portable Signs may not be hand-written.

Section 11.05 Exempt Signs

(24)

Portable signs. Portable signs, such as A-frame signs or sandwich boards, are permitted in front of business or commercial establishments on private property only, subject to the following limitations:

[Added 10-1-2013 by Ord. No. 2013-3071]

i.

Only one portable sign may be located along each frontage of a business establishment;

ii.

No portable sign may exceed four feet in height;

iii.

No portable sign may exceed six square feet in sign face area;

iv.

No portable sign may be located within any sight triangle;

v.

Portable signs, or changeable copy board for use in connection with portable signs, must be professionally printed and must not be written by hand;

vi.

Portable signs must be maintained in like-new appearance and must be free of dents or other damage;

vii.

Portable signs may be displayed only during the hours of operation of the business establishment in front of which the portable sign is displayed; and

viii.

Portable signs must be weighted or anchored so that they remain upright.

Issues

- Professionally-printed requirement incurs costs for each advertisement.
- Does not permit spontaneous advertising decisions.
- Not conducive to restaurant special advertisement.
- Creates a time lag that can affect timely announcements.



Recommendation

- Remove restriction on portable signs being professionally-printed.

Considerations

- Should professional printing of portable signs continue to be required?
- Should hand-writing of portable signs be permitted under any circumstances (ie. Type of business, location of business, etc.)?



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., DECEMBER 5, 2017**

AGENDA

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
 - 1. Village Board Minutes – November 21, 2017
- V. Warrant Approval**
- VI. Village President’s Report**
 - 1. Proclamation Regarding Toys for Tots
 - 2. Proclamation Regarding Illinois Bicentennial
 - 3. Approval of an Appointment of Bruce Rottner as Interim Chief of Police and an Ordinance Waiving Competitive Bidding and Approving an Agreement with GOVTEMPUSA, LLC
 - 4. Swearing in of Interim Chief of Police Bruce Rottner
- 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 Manager, and the matter will be removed from the Consent Agenda and added to Regular Business.)
 - 1. Approval of a Resolution Approving an Intergovernmental Agreement with the Village of Skokie to form a Joint Emergency Telephone System Board as Part of the State of Illinois Public Act 99-0006 Governing Consolidated Dispatch Services (Appears on Consent Agenda Because it is a Routine Function of Government)
 - 2. Approval of an Ordinance Amending Section 10-2-20 of the Village Code Regarding Class B Liquor License Hours (Appears on Consent Agenda Because it is a Routine Function of Government)
 - 3. Approval of an Ordinance Levying Property Taxes in the Amount of \$5,584,620 for All Corporate Purposes for the Village of Lincolnwood, Cook County, Illinois for the Real Estate Tax Year 2017, Payable to the Village in the Calendar Year 2018 (Appears on Consent Agenda Because it is a Routine Function of Government)

VIII. Regular Business

4. Consideration of a Recommendation by the Zoning Board of Appeals in Case #ZB-11-17 to Deny a Variation Request Regarding Existing Non-Conforming Fences in the Corner Side Yard and Interior Side Yard of 6454 North Kimball Avenue and in the Interior Side Yard of 6450 North Kimball Avenue
5. Consideration of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance in Case #ZB-13-17 Approving Variations Related to Illumination, Setback, and the Number of Monument Signs at 3401-3501 Northeast Parkway
6. Consideration of a Recommendation by the Economic Development Commission to Adopt a Resolution Approving a combination of Property Enhancement Program (PEP) and Green Initiatives for Tomorrow (GIFT) Grants in an amount not to exceed \$25,000 per property for Property owned by Alan Gluck of Econocare, at 6980 and 6990 North Central Park Avenue
7. 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 Setting Price to Sell or Lease Property Per Section 2(c)(6)

XV. Adjournment

DATE POSTED: December 1, 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 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 or on the Lincolnwood Mobile App.

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
NOVEMBER 21, 2017**

DRAFT

Call to Order

President Bass called the regular meeting of the Lincolnwood Board of Trustees to order at 7:30 P.M., Tuesday, November 21, 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, Hlepas Nickell, Ikezoe-Halevi, Cope, Patel (7:35)

ABSENT: Trustee Spino

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; 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 November 7, 2017 Village Board meetings were distributed and examined in advance.

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

The minutes were approved by a voice vote.

Warrant Approval

President Bass presented the warrants for approval in the amount of \$2,054,707.45. Trustee Sugarman moved to approve, seconded by Trustee Cope.

Upon a Roll Call the results were:

AYES: Trustees Sugarman, Hlepas Nickell, Ikezoe-Halevi, Cope, Patel

NAYS: None

The motion passed.

Village President's Report

1. Appointment of Peter Dyer to the Economic Development Commission

Trustee Hlepas Nickel moved to appoint Peter Dyer to the Economic Development Commission, Seconded by Trustee Sugarman.

The motion passed by Voice Vote.

2. Appointment of Teodor Strat to the Zoning Board of Appeals

Trustee Hlepas Nickel moved to appoint Teodor Strat to the Zoning Board of Appeals, Seconded by Trustee Sugarman.

The motion passed by Voice Vote.

3. Lincolnwood Lights and New Candy Cane Hunt – The 5th Annual Lincolnwood Lights will take place on Monday, December 4th at the Village Hall Promenade. Participants will enjoy hot chocolate, music from Lincoln Hall’s Choral Group and the ceremonial lighting of the holiday lights. The kids will also enjoy a surprise visit from Santa Claus and Mrs. Claus who will make an exciting arrival by fire truck. New this year is a candy cane hunt outside Village Hall. Our good friend Rudolph has left candy canes outside Village Hall to find before Lincolnwood Lights. Ages 10 and under may search for candy canes. The Candy Cane Hunt begins promptly at 4:30PM.

4. Yard Waste Program – Due to warmer than usual weather this fall, many leaves have not yet fallen from trees. Because of this Groot has agreed to extend yard waste collection to Monday, December 4th. Please remember to place all yard waste in paper bags clearly marked Yard Waste Only. Bags may be purchased at Village Hall or local home improvement stores. Branches must be tied together in bundles. Yard Waste collection will resume March 2018.

5. The fall tree planting will take place on Wednesday, December 22nd. 72 parkway trees will be planted throughout the Village to replace those lost to disease, storm damage, utility maintenance or accidents.

6. Turkey Trot – Sunday, November 19 marked the 41st annual Lincolnwood Turkey Trot. The event again reached a record breaking turnout with 2,100 runners, walkers and 100 Drumstick Dashers. Congratulations to all runners, walkers and dashers who braved some pretty chilly temperatures!

And a big thank you to our 2017 Lincolnwood Turkey Trot sponsors. Their support helps make this community event and kick-off to the holiday season a huge success each year. This year’s sponsors are the following:

The VIP Level Sponsors (\$2,000)

- Republic Bank

The Diamond Level Sponsors (\$1,000)

- CARA – Chicago Area Runners Assoc. (in kind)
- Care Free Massage
- Dick Pond Athletics (in kind)
- Illinois Bone and Joint
- Liberty Bank for Savings
- Lincolnwood Fire Department
- KIND Bars (in kind)
- Lifeway Foods (in kind)
- Lou Malnati’s (in kind)
- Meatheads (in kind)
- Northshore University HealthSystem

- 90 Miles Cuban Café (in kind)

The Gold Sponsors (\$600)

- Athletico
- Christopher B. Burke
- CIBC
- Groot Industries
- Holland and Knight, LLP
- Physicians Immediate Care
- Voss Belting and Specialty Co.

The Silver Sponsors (\$350)

- Bank Financial
- Children’s Care and Development Center
- Complete Chiropractic and Rehab
- Global Podiatry
- Halogen Supply Co.
- Orange Theory Fitness
- Swedish Covenant Hospital
- The Learning Experience
- Top Driver

Sponsors that provided refreshments:

- Gatorade provided by Northshore University HealthSystem
- Coffee provided by Starbucks
- Bagels provided by New York Bagel and Bialy
- Snack bars provided by KIND

7. Toys for Tots- A reminder that we are still collecting toys for Toys for Tots. New unwrapped toys may be dropped off at Village Hall, the Fire House and the Police Department. For a listing of other drop off locations, please call 847/745-4717.

8. Santa Letters – Santa will be accepting letters in the mailbox outside Village Hall from the children of Lincolnwood from November 9 through December 9. Children can let Santa know of their wish list and how good they have been all year long.

9. First Annual Breakfast with Santa – On Saturday, December 2, Breakfast with Santa will be held at the Community Center. Santa will be heading to Lincolnwood to meet children and hear their holiday wishes. A delicious breakfast, a complimentary photo with Santa and a craft will also be part of this event.

10. Thanksgiving – Village Hall will be closed Thursday, November 23 and Friday, November 24 for Thanksgiving. As another year has gone by we take a moment to reflect on all the things we have been blessed with and thankful for. I wish you all a very happy and safe Thanksgiving.

Consent Agenda

1. Approval of a Resolution Establishing the Village Board and Committee of the Whole Meeting Dates for Calendar Year 2018

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 an Ordinance Amending Chapter 10, Article 2, Section 3 (Class A Local Liquor Licenses) of the Village Code**
4. **Approval of Two Resolutions: (1) Pledging \$682,080.00 in Local Funds Required to Apply for a \$1,963,320.00 Grant through the Illinois Transportation Enhancement Program for Lincoln Avenue Streetscape Enhancements and (2) Pledging \$115,400.00 in Local Funds Required to Apply for a \$461,610.00 Grant through the Illinois Transportation Enhancement Program for the McCormick Boulevard Sidewalk Installation**
5. **Approval of a Resolution Approving Change Orders and the Balancing of 64 Contract Pay Items Pertaining to the Contract with Chicagoland Paving Contractors, Inc. for the Union Pacific Parking Lot Project in the Total Amount of \$41,434.70**

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

Upon Roll Call the Results were:

AYES: Trustees Sugarman, Hlepas Nickell, Ikezoe-Halevi, Cope, Patel

NAYS: None

The motion passed

Regular Business

6. **Consideration of a Recommendation by the Zoning Board of Appeals in Case #ZB1117 to Deny a Variation Request Regarding Existing Non-Conforming Fences in the Corner Side Yard and Interior Side Yard of 6454 North Kimball Avenue and in the Interior Side Yard of 6450 North Kimball Avenue**

A request was received to postpone this item.

Trustee Cope moved to Table this item until the December 5, 2017 Village Board meeting. Trustee Sugarman seconded.

The motion passed.

Manager's Report

Mr. Wiberg stated that if any Trustees are interested in a training session for the iPad, he will arrange for an appointment.

Board and Commissions Report

Trustee Hlepas Nickel reported on the Beautification meeting.

Village Clerk's Report

None

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: December 1, 2017

The following are the totals for the List of Bills being presented at the December 5th Village Board meeting.

12/05/2017	14,144.08
12/05/2017	26,273.97
12/05/2017	63,289.37
12/05/2017	64,412.21

Total	<hr/> \$ 168,119.63
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Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 11/29/2017 - 11:35AM
Batch: 00100.12.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
American Express					
AMEREXP					
31083111517	11/15/2017	164.00	0.00	12/05/2017	
101-350-512-5499 R&M - other					ABT - Service call for refrigerator
31083111517	11/15/2017	36.01	0.00	12/05/2017	
101-350-512-5670 Fuel					BP Amoco - Fuel for 1513 engine
31083111517	11/15/2017	99.39	0.00	12/05/2017	
101-350-512-5730 Program supplies					Mills Fleet Farm - Push button key safes
31083111517	11/15/2017	43.39	0.00	12/05/2017	
101-350-512-5660 EMS supplies					Walgreens - Baby asprin, Disposable razors for ambulances
	31083111517 Total:	342.79			
31182101217	10/12/2017	84.98	0.00	12/05/2017	
101-200-511-5840 Meals					Professional Development Meeting
	31182101217 Total:	84.98			
31182101717	10/17/2017	8.00	0.00	12/05/2017	
101-100-511-5840 Meals					Dinner - Village Board meeting
	31182101717 Total:	8.00			
31182102017	10/20/2017	45.00	0.00	12/05/2017	
101-200-511-5510 Advertising					Job posting - Part time
	31182102017 Total:	45.00			
31182102617	10/26/2017	920.00	0.00	12/05/2017	
101-200-511-5830 Lodging					ICMA Annual conference

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	31182102617 Total:	920.00			
31182103017	10/30/2017	21.72	0.00	12/05/2017	Halloween Candy - Village Hall
101-200-511-5840 Meals					
	31182103017 Total:	21.72			
31182103117	10/31/2017	-11.01	0.00	12/05/2017	Returned broken frame
101-100-511-5799 Other materials & supplies					
	31182103117 Total:	-11.01			
31182110117	11/1/2017	99.99	0.00	12/05/2017	Adobe Spark
101-250-511-5340 Maintenance Agreement Expen					
	31182110117 Total:	99.99			
31182110217	11/2/2017	1.99	0.00	12/05/2017	Website domain
101-250-511-5340 Maintenance Agreement Expen					
	31182110217 Total:	1.99			
31182110317	11/3/2017	43.96	0.00	12/05/2017	Server Storage - Amazon
101-250-511-5340 Maintenance Agreement Expen					
	31182110317 Total:	43.96			
31182110717	11/7/2017	294.14	0.00	12/05/2017	Dinner - Village Board meeting
101-100-511-5840 Meals					
31182110717	11/7/2017	47.20	0.00	12/05/2017	Dinner - Village Board meeting
101-100-511-5840 Meals					
31182110717	11/7/2017	29.22	0.00	12/05/2017	Dinner - Village Board meeting
101-100-511-5840 Meals					
	31182110717 Total:	370.56			
31190101617	10/16/2017	99.86	0.00	12/05/2017	Wayfair - Pumpkins in Proesel
205-504-515-5730 Program supplies					
	31190101617 Total:	99.86			
31190102517	10/25/2017	-19.49	0.00	12/05/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-509-515-5510 Advertising					The Graphic Edge - Refund
	31190102517 Total:	-19.49			
31190102717	10/27/2017	10.00	0.00	12/05/2017	
205-504-515-5270 Purchased program services					Paypal - Summer concerts band booking
	31190102717 Total:	10.00			
31190102817	10/28/2017	24.48	0.00	12/05/2017	
205-509-515-5510 Advertising					Facebook - Turkey Trot advretising
	31190102817 Total:	24.48			
31190103117	10/31/2017	6.36	0.00	12/05/2017	
205-509-515-5510 Advertising					Facebook - Turkey Trot advretising
31190103117	10/31/2017	818.49	0.00	12/05/2017	
205-509-515-5730 Program supplies					Sign.com - Signage for Turkey Trot
31190103117	10/31/2017	10.00	0.00	12/05/2017	
205-560-515-5730 Program supplies					Google - Pool google account
	31190103117 Total:	834.85			
31190110117	11/1/2017	10.00	0.00	12/05/2017	
205-530-515-5730 Program supplies					Google - Camp google account
	31190110117 Total:	10.00			
31190110217	11/2/2017	15.00	0.00	12/05/2017	
205-500-515-5725 Credit card charges					Plug n play monthly billing
	31190110217 Total:	15.00			
31190110317	11/3/2017	50.40	0.00	12/05/2017	
205-509-515-5510 Advertising					Active - Turkey Trot Advertising
	31190110317 Total:	50.40			
31190110617	11/6/2017	143.98	0.00	12/05/2017	
205-509-515-5730 Program supplies					Halloween costumes - Turkey Trot costumes
	31190110617 Total:	143.98			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
31190110817	11/8/2017	24.07	0.00	12/05/2017	Facebook - Turkey Trot advertising
205-500-515-5510 Advertising					
31190110817 Total:		24.07			
31190110917	11/9/2017	50.00	0.00	12/05/2017	Putting Edge - Winter break camp deposit
205-520-515-5270 Purchased program services					
31190110917 Total:		50.00			
3119011117	10/11/2017	-48.00	0.00	12/05/2017	Credit - Drury Lane
205-570-515-5270 Purchased program services					
3119011117 Total:		-48.00			
31216102317	10/23/2017	306.33	0.00	12/05/2017	Seal clear, shingles for various roof repairs
101-420-511-5405 R&M - buildings					
31216102317 Total:		306.33			
31216102517	10/25/2017	34.16	0.00	12/05/2017	Smoke alarm for Village Hall
101-420-511-5405 R&M - buildings					
31216102517 Total:		34.16			
31216110217	11/2/2017	308.30	0.00	12/05/2017	Chisel tool for Water Dept
660-620-519-5730 Program supplies					
31216110217	11/2/2017	28.00	0.00	12/05/2017	Parking for meeting at MWRD
101-400-511-5820 Local mileage, parking & tolls					
31216110217 Total:		336.30			
31216110817	11/8/2017	137.85	0.00	12/05/2017	Water filters for Village Hall refrigerator
101-420-511-5405 R&M - buildings					
31216110817 Total:		137.85			
32008101717	10/17/2017	250.00	0.00	12/05/2017	Dinner - Village Board meeting
101-100-511-5840 Meals					
32008101717	10/17/2017	19.48	0.00	12/05/2017	Dinner - Village Board meeting
101-100-511-5840 Meals					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	32008101717 Total:	269.48			
32008102317	10/23/2017	104.85	0.00	12/05/2017	
660-610-519-5580 Telephone					Internet Service - Pump House
32008102317	10/23/2017	147.85	0.00	12/05/2017	
660-610-519-5580 Telephone					Internet Service - Public Works
32008102317	10/23/2017	267.91	0.00	12/05/2017	
101-250-511-5580 Telephone					Cable Service - Village Hall
	32008102317 Total:	520.61			
32008110217	11/2/2017	40.00	0.00	12/05/2017	
101-200-511-5599 Other contractual					Member rewards annual fee
	32008110217 Total:	40.00			
	American Express Total:	4,767.86			
Bank of America, Business Card					
BANKOFAM					
0423110817	11/8/2017	614.00	0.00	12/05/2017	
101-300-512-5730 Program supplies					AT Solutions - Diagramming Software
0423110817	11/8/2017	69.00	0.00	12/05/2017	
101-300-512-5730 Program supplies					Paypal - Kentech Card
0423110817	11/8/2017	144.02	0.00	12/05/2017	
101-300-512-5700 Office supplies					Office supplies - Shoplet - records supplies
0423110817	11/8/2017	416.61	0.00	12/05/2017	
101-300-512-5640 Computer supplies					Office supplies - Shoplet - Toner supplies
0423110817	11/8/2017	200.00	0.00	12/05/2017	
101-300-512-5810 Conference & meeting registrat					Registration for IL Public Safety Telecommunications Assn
0423110817	11/8/2017	24.99	0.00	12/05/2017	
101-300-512-5730 Program supplies					Best Buy - Component to repair computer
0423110817	11/8/2017	19.99	0.00	12/05/2017	
101-300-512-5730 Program supplies					Walgreens - Halloween candy
0423110817	11/8/2017	95.00	0.00	12/05/2017	
101-300-512-5820 Local mileage, parking & tolls					Parking fees for Police School
0423110817	11/8/2017	8.58	0.00	12/05/2017	
101-300-512-5730 Program supplies					Mariano's - Cookies for Promotional exam

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
0423110817 Total:		1,592.19			
6205100617	10/6/2017	12.01	0.00	12/05/2017	Jewel - My First Marathon snacks
205-502-515-5730 Program supplies					
6205100617 Total:		12.01			
6205101217	10/12/2017	20.77	0.00	12/05/2017	Walmart - Community Center supplies
205-571-515-5730 Program supplies					
6205101217 Total:		20.77			
6205102517	10/25/2017	12.42	0.00	12/05/2017	Sams Club - Club Kid candy
205-520-515-5730 Program supplies					
6205102517	10/25/2017	43.82	0.00	12/05/2017	Sams Club - Community Center supplies
205-571-515-5730 Program supplies					
6205102517 Total:		56.24			
6205102617	10/26/2017	176.83	0.00	12/05/2017	Lee N Eddies - Santa Breakfast food deposit
205-504-515-5645 Concessions & food					
6205102617 Total:		176.83			
8334102017	10/20/2017	180.00	0.00	12/05/2017	Annual Governmental GAAP update
101-210-511-5590 Training					
8334102017 Total:		180.00			
8334102717	10/27/2017	33.56	0.00	12/05/2017	Budget lunch discussion
101-210-511-5840 Meals					
8334102717 Total:		33.56			
8334103117	10/31/2017	40.00	0.00	12/05/2017	Ipass replenishment
101-200-511-5820 Local mileage, parking & tolls					
8334103117 Total:		40.00			
8698101117	10/11/2017	53.69	0.00	12/05/2017	Drury Lane - Senior trip
205-570-515-5645 Concessions & food					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
8698101117 Total:		53.69			
8698102017	10/20/2017	163.23	0.00	12/05/2017	Meinke Garden Center - Pumpkin Event decorations
205-504-515-5730 Program supplies					
8698102017 Total:		163.23			
8698102517	10/25/2017	100.89	0.00	12/05/2017	Fogo De Chao - Senior trip lunch
205-570-515-5645 Concessions & food					
8698102517 Total:		100.89			
8698103117	10/31/2017	43.00	0.00	12/05/2017	Little Caesars - Club Kid lunch
205-520-515-5730 Program supplies					
8698103117 Total:		43.00			
8698110117	11/1/2017	101.84	0.00	12/05/2017	Stumps Party - Turkey Trot confetti cannons
205-509-515-5730 Program supplies					
8698110117 Total:		101.84			
Bank of America, Business		2,574.25			
Commonwealth Edison					
COMED					
1011026306	11/10/2017	2,082.83	0.00	12/05/2017	Metered Street lights
101-440-513-5785 Utilities - public way					
1011026306 Total:		2,082.83			
5103171049	11/10/2017	4,234.33	0.00	12/05/2017	Master Account Street lighting
101-440-513-5785 Utilities - public way					
5103171049	11/10/2017	180.52	0.00	12/05/2017	Master Account Street lighting
660-610-519-5785 Utilities - Public Way					
5103171049 Total:		4,414.85			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Commonwealth Edison To	6,497.68			
De Lange Landen Financial Services					
DELANGE					
56849779	11/11/2017	90.02	0.00	12/05/2017	
	205-571-515-5730 Program supplies				Community Center - October invoice
	56849779 Total:	90.02			
	De Lange Landen Financia	90.02			
Nicor Gas					
NICOR					
21-46-84-00003	11/13/2017	124.17	0.00	12/05/2017	
	205-560-515-5780 Utilities - government buildin				Pool
	21-46-84-00003 Total:	124.17			
	Nicor Gas Total:	124.17			
Verizon Wireless					
VERIZON					
9795403306	11/1/2017	90.10	0.00	12/05/2017	
	101-000-210-2650 Contractor Permits Payable				Machine to machine 150 MB
	9795403306 Total:	90.10			
	Verizon Wireless Total:	90.10			
	Report Total:	14,144.08			

Accounts Payable

To Be Paid Proof List

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Ace Hardware Skokie					
ACEHRDS					
213289	11/13/2017	20.84	0.00	12/05/2017	
					205-509-515-5730 Program supplies
					Turkey Trot signs
		<hr/>			
		213289 Total:			20.84
		<hr/>			
		Ace Hardware Skokie Tota			20.84
American Traffic Solutions					
ATS					
INV00025516	10/31/2017	4,400.00	0.00	12/05/2017	
					101-300-512-5599 Other contractual
					Monthly contractual fee/October
INV00025516	10/31/2017	555.00	0.00	12/05/2017	
					101-300-512-5599 Other contractual
					Collection of unpaid violations/October
		<hr/>			
		INV00025516 Total:			4,955.00
		<hr/>			
		American Traffic Solutions			4,955.00
Buck Brothers, Inc.					
BUCK					
1549080	11/3/2017	1,251.95	0.00	12/05/2017	
					205-430-515-5480 R&M - vehicles
					Nuts, label, panel, filter, coil for Tractor #3
		<hr/>			
		1549080 Total:			1,251.95

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Buck Brothers, Inc. Total:		1,251.95			
Canon Solutions America					
CANN					
446920	11/1/2017	60.29	0.00	12/05/2017	
101-210-511-5440 R&M - office equipment					Copier maintenance-Nov/Usage-Sept
446920 Total:		60.29			
Canon Solutions America T		60.29			
Chicago Communications, LLC					
CHGOCOMM					
296921	11/9/2017	49.60	0.00	12/05/2017	
101-300-512-5410 R&M - communications equipm					Police Radio maintenance/December
296921 Total:		49.60			
296922	10/7/2017	49.60	0.00	12/05/2017	
101-300-512-5410 R&M - communications equipm					Police Radio maintenance/November
296922 Total:		49.60			
Chicago Communications,		99.20			
Chicago Metropolitan Fire Prevention Co.					
CHGOMETR					
171788	10/27/2017	860.25	0.00	12/05/2017	
101-350-512-5411 R&M- Wireless Alarm Equipm					Monthly wireless radio network maintenace/October
171788 Total:		860.25			
Chicago Metropolitan Fire		860.25			

City Welding Sales & Services

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
CITYWELD					
51771	11/14/2017	73.10	0.00	12/05/2017	Oxygen tank for Water Dept
660-620-519-5730 Program supplies					
	51771 Total:	73.10			
	City Welding Sales & Serv	73.10			
Cook County Recorder of Deeds					
COOKCOUN					
35110310217	10/31/2017	364.00	0.00	12/05/2017	Recording fees
101-230-511-5399 Other professional services					
	35110310217 Total:	364.00			
	Cook County Recorder of D	364.00			
Eagle Engraving					
EAGLE					
2017-3691	11/4/2017	19.59	0.00	12/05/2017	Passport tags & gear locker sign
101-350-512-5665 Firefighting supplies					
	2017-3691 Total:	19.59			
	Eagle Engraving Total:	19.59			
Emcor Services Team Mechanical Inc					
EMCOR					
930006156	11/13/2017	367.00	0.00	12/05/2017	Repair gas leak for PW furnace
101-420-511-5405 R&M - buildings					
	930006156 Total:	367.00			
	Emcor Services Team Mec	367.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Global Emergency Products Inc GLOBALEN AG59134	11/3/2017	122.66	0.00	12/05/2017	Fittings
101-350-512-5740 Repair parts					
	AG59134 Total:	122.66			
	Global Emergency Product	122.66			
Golf Mill Ford GOLFMILL 427732P	11/2/2017	441.99	0.00	12/05/2017	Pump, hose, tube, gasket for Squad #31
101-300-512-5480 R&M - vehicles					
	427732P Total:	441.99			
427817P	11/2/2017	33.22	0.00	12/05/2017	Hose, kit for Squad #216
101-300-512-5480 R&M - vehicles					
	427817P Total:	33.22			
	Golf Mill Ford Total:	475.21			
Grainger GRAINGER 9615021319	11/14/2017	160.83	0.00	12/05/2017	Button steel, luck nut, lock washer for Street lights
101-440-513-5290 Street lights & traffic signal					
	9615021319 Total:	160.83			
9615021327	11/14/2017	31.30	0.00	12/05/2017	Socket set screw for Street lights
101-440-513-5290 Street lights & traffic signal					
	9615021327 Total:	31.30			
	Grainger Total:	192.13			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Grossinger Autoplex GROSSING 322184CDR	11/7/2017	103.97	0.00	12/05/2017	Filter kit, gasket, seal kit for Truck #27
660-620-519-5480 R&M - vehicles					
	322184CDR Total:	103.97			
	Grossinger Autoplex Total:	103.97			
IRMA IRMA SALES0016461	10/31/2017	3,224.88	0.00	12/05/2017	October Deductible
101-210-511-5260 Liability insurance					
	SALES0016461 Total:	3,224.88			
	IRMA Total:	3,224.88			
Jake the Striper JAKETHES 15926	11/9/2017	1,300.00	0.00	12/05/2017	Install new graphics on Squad 211
101-300-561-6580 Equipment - vehicles					
	15926 Total:	1,300.00			
	Jake the Striper Total:	1,300.00			
Language Line Services LANGL 4182671	10/31/2017	35.00	0.00	12/05/2017	Language interpretation service
215-000-512-5570 Professional associations					
	4182671 Total:	35.00			
	Language Line Services To	35.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
McKenna Automotive MCKENNA 15738	11/7/2017	320.00	0.00	12/05/2017	Plow light for Tractor #1
205-430-515-5480 R&M - vehicles					
15738 Total:		320.00			
McKenna Automotive Tota		320.00			
Meade Electric Company Inc MEADELEC 679425	11/10/2017	1,280.67	0.00	12/05/2017	Repair to street light knockdown
101-440-513-5290 Street lights & traffic signal					
679425 Total:		1,280.67			
Meade Electric Company I		1,280.67			
Metal Supermarkets METALSUP 1006366	11/7/2017	100.17	0.00	12/05/2017	Steel for Tractor #6
660-620-519-5480 R&M - vehicles					
1006366 Total:		100.17			
Metal Supermarkets Total:		100.17			
NAPA NAPA 2812-286673	11/6/2017	44.94	0.00	12/05/2017	Transmission fluid for Truck #27
660-620-519-5480 R&M - vehicles					
2812-286673 Total:		44.94			
2812-287712	11/13/2017	124.99	0.00	12/05/2017	Battery for Truck #4
660-620-519-5480 R&M - vehicles					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
2812-287712 Total:		124.99			
NAPA Total:		169.93			
O'Leary's Contractor Equip					
OLEARYS					
232732	11/15/2017	190.28	0.00	12/05/2017	
660-620-519-5730 Program supplies					Punch lock, hose, fitting, connection for Water Dept
232732 Total:		190.28			
O'Leary's Contractor Equip		190.28			
Personnel Strategies, LLC					
PERSONNE					
11/11/2017	11/11/2017	500.00	0.00	12/05/2017	
101-200-511-5599 Other contractual					Pre-employment psychological assessment
11/11/2017 Total:		500.00			
Personnel Strategies, LLC		500.00			
Raynor Door Co					
RAYNOR					
17-16386	11/9/2017	2,418.37	0.00	12/05/2017	
101-420-511-5405 R&M - buildings					Repairs to PD/FD east garage door
17-16386 Total:		2,418.37			
Raynor Door Co Total:		2,418.37			
Robbins, Salomon & Patt, LTD					
RS&PLTD					
110917	11/9/2017	-1,062.25	0.00	12/05/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
101-230-511-5399	Other professional services				Credit
	110917 Total:	-1,062.25			
216999	10/10/2017	429.25	0.00	12/05/2017	
101-230-511-5399	Other professional services				September Municipal Prosectuion/Traffic violations
	216999 Total:	429.25			
217000	10/10/2017	1,357.50	0.00	12/05/2017	
101-230-511-5399	Other professional services				September Adjudicative Hearings
	217000 Total:	1,357.50			
217884	11/9/2017	1,050.00	0.00	12/05/2017	
101-230-511-5399	Other professional services				October - Municipal Prosecution/Traffic violations
	217884 Total:	1,050.00			
217900	11/9/2017	900.00	0.00	12/05/2017	
101-230-511-5399	Other professional services				October - Adjudicative Hearings
	217900 Total:	900.00			
	Robbins, Salomon & Patt,	2,674.50			
Sam's Club					
SAMSCL					
11072017	11/7/2017	147.59	0.00	12/05/2017	
205-520-515-5645	Concessions & food				Club Kid snack
	11072017 Total:	147.59			
1117	11/17/2017	620.79	0.00	12/05/2017	
205-509-515-5645	Concessions & food				Turkey Trot supplies
1117	11/17/2017	-24.89	0.00	12/05/2017	
205-509-515-5645	Concessions & food				Refund tax
	1117 Total:	595.90			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	Sam's Club Total:	743.49			
Stryker Sales Corp. STRYKER 2280768M	10/30/2017	3,021.00	0.00	12/05/2017	
101-350-512-6570	Equipment - public safety				Stair chair for ambulance
	2280768M Total:	3,021.00			
	Stryker Sales Corp. Total:	3,021.00			
Swanson, Mary SWANSONP 17-8174	8/25/2017	155.00	0.00	12/05/2017	
101-400-511-5210	Animal control				Animal control services
	17-8174 Total:	155.00			
	Swanson, Mary Total:	155.00			
Trizetto Provider Solutions TRIZETTO 7108111700	11/1/2017	378.51	0.00	12/05/2017	
101-000-410-4315	Ambulance & EMS fees				Claims transaction fee for ambulance invoices
	7108111700 Total:	378.51			
	Trizetto Provider Solutions	378.51			
Tyco Integrated Security LLC ADTSS 29568169	11/11/2017	347.56	0.00	12/05/2017	
660-610-519-5340	Maintenance Agreement Expen				Alarm system service annual fee/Pump House

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	29568169 Total:	347.56			
	Tyco Integrated Security L	347.56			
Williams, Ray WILLIAMS REIM110617RWA 101-300-512-5840 Meals	11/8/2017	41.00	0.00	12/05/2017	Reimburse Conference/Auto
	REIM110617RWA Total:	41.00			
REIM110617RWL 101-300-512-5830 Lodging	11/6/2017	323.42	0.00	12/05/2017	Reimburse Conference/Lodging
	REIM110617RWL Total:	323.42			
REIM110617RWM 101-300-512-5840 Meals	11/8/2017	85.00	0.00	12/05/2017	Reimburse Conference/Meals
	REIM110617RWM Total:	85.00			
	Williams, Ray Total:	449.42			
	Report Total:	26,273.97			

Accounts Payable

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Airgas USA LLC					
AIRGAS					
9948696074	10/31/2017	291.81	0.00	12/05/2017	
101-350-512-5660 EMS supplies					Oxygen cylinders for ambulances
		<hr/>			
	9948696074 Total:	291.81			
		<hr/>			
	Airgas USA LLC Total:	291.81			
		<hr/>			
Amazon					
AMAZON					
BEwYODCEHigk	10/31/2017	26.96	0.00	12/05/2017	
205-509-515-5730 Program supplies					Turkey Trot - Volunteer tag supplies
		<hr/>			
	BEwYODCEHigk Total:	26.96			
		<hr/>			
BEyeLhFhibRf	10/26/2017	68.96	0.00	12/05/2017	
205-509-515-5730 Program supplies					Turkey Trot - table covers, ribbon, tape measure
		<hr/>			
	BEyeLhFhibRf Total:	68.96			
		<hr/>			
BigUTsZAJbqW	11/8/2017	42.55	0.00	12/05/2017	
205-509-515-5730 Program supplies					Turkey Trot - racer bib pins
		<hr/>			
	BigUTsZAJbqW Total:	42.55			
		<hr/>			
BlmwwZGtvYFC	10/26/2017	20.00	0.00	12/05/2017	
205-571-515-5730 Program supplies					Comunity Center outlet plugs
		<hr/>			
	BlmwwZGtvYFC Total:	20.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
BnltdGIEjxnQ	10/10/2017	25.96	0.00	12/05/2017
205-430-515-5730 Program supplies				Tennis windscreen ties
BnltdGIEjxnQ	10/20/2017	116.82	0.00	12/05/2017
205-430-515-5730 Program supplies				Tennis windscreen ties
BnltdGIEjxnQ Total:		142.78		
BsfmytnXCzFh	10/18/2017	167.40	0.00	12/05/2017
205-504-515-5730 Program supplies				Gingerbread houses for Special Event
BsfmytnXCzFh Total:		167.40		
BzgmAtCVeoll	10/26/2017	38.83	0.00	12/05/2017
205-571-515-5730 Program supplies				Community Center - Signs & freshener
BzgmAtCVeoll Total:		38.83		
CMMOamkWNDwv	10/27/2017	86.79	0.00	12/05/2017
205-509-515-5730 Program supplies				Turkey Trot - pin packets
CMMOamkWNDwv Total:		86.79		
CNLUPUKFQFan	10/10/2017	39.99	0.00	12/05/2017
205-560-515-5690 Merchandise for resale				Pool merchandise for resale
CNLUPUKFQFan Total:		39.99		
CNLyPUKFQFan	10/10/2017	84.60	0.00	12/05/2017
205-430-515-5730 Program supplies				Tennis windscreen ties
CNLyPUKFQFan Total:		84.60		
COQkhQmT1Wzv	10/31/2017	35.18	0.00	12/05/2017
205-560-515-5690 Merchandise for resale				Merchandise for resale - lip balm
COQkhQmT1Wzv Total:		35.18		
COQkhQmTIWzv	10/31/2017	23.84	0.00	12/05/2017
205-500-515-5700 Office supplies				Drawer organizer for office
COQkhQmTIWzv Total:		23.84		
EnJWNThPcxyE	10/31/2017	131.98	0.00	12/05/2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-509-515-5730 Program supplies					Turkey Trot - Turkey costume
	EnJWNThPexyE Total:	131.98			
KVrdbNqkTTSC	10/16/2017	55.80	0.00	12/05/2017	
205-430-515-5730 Program supplies					Dog waste bag dispenser for trail
KVrdbNqkTTSC	10/16/2017	17.87	0.00	12/05/2017	
205-560-515-5730 Program supplies					Pool supplies - Receipt & towel holder
	KVrdbNqkTTSC Total:	73.67			
TdAXqXhVJnc	10/5/2017	131.80	0.00	12/05/2017	
205-560-515-5690 Merchandise for resale					Pool merchandise for resale - Goggles
	TdAXqXhVJnc Total:	131.80			
TdAXqXhVjnc	10/5/2017	78.20	0.00	12/05/2017	
205-560-515-5405 R&M - buildings					Pool Desk clocks & thermometer
	TdAXqXhVjnc Total:	78.20			
yTzHiycCHuWQ	11/7/2017	10.99	0.00	12/05/2017	
205-509-515-5730 Program supplies					Turkey Trot - Finish medal supplies
yTzHiycCHuWQ	11/7/2017	239.98	0.00	12/05/2017	
205-504-515-5730 Program supplies					Trees for LWD lights & breakfast event
	yTzHiycCHuWQ Total:	250.97			
	Amazon Total:	1,444.50			
Brickyard Bank BRICKYAR 102417	10/24/2017	25,000.00	0.00	12/05/2017	
452-000-210-2010 Accounts Payable					Property Enhancement program grant reconciliation
	102417 Total:	25,000.00			
	Brickyard Bank Total:	25,000.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Canon Solutions America, Inc					
CANONSOL					
902626711	10/3/2017	100.12	0.00	12/05/2017	
101-240-517-5570	Professional associations				1 Cayan CW300 Head for Printer
	902626711 Total:	100.12			
	Canon Solutions America,	100.12			
Chicago Tribune					
CHGOTRIB					
5262161	10/26/2017	81.89	0.00	12/05/2017	
101-120-511-5510	Advertising				Legal notices
	5262161 Total:	81.89			
	Chicago Tribune Total:	81.89			
Eagle Engraving					
EAGLE					
2017-3887	11/16/2017	33.18	0.00	12/05/2017	
101-350-512-5665	Firefighting supplies				Passport tags & gear locker sign
	2017-3887 Total:	33.18			
	Eagle Engraving Total:	33.18			
Fedex					
FEDEX					
5-987-06646	11/8/2017	30.11	0.00	12/05/2017	
205-500-515-5560	Printing & copying services				Overnight shipping of Winter/Spring Brochure to printer
	5-987-06646 Total:	30.11			
862772772670	11/19/2017	17.24	0.00	12/05/2017	
101-210-511-5720	Postage				Shipping - Admin

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	862772772670 Total:	17.24			
	Fedex Total:	47.35			
Fire Service Inc. FIRESERV 25147	11/8/2017	1,014.35	0.00	12/05/2017	
101-350-512-5480 R&M - vehicles					Service repairs A15
	25147 Total:	1,014.35			
	Fire Service Inc. Total:	1,014.35			
FSCI Corporate Office FSCI 2017-1813	11/7/2017	395.00	0.00	12/05/2017	
101-240-517-5399 Other professional services					The Carrington - Plan review
	2017-1813 Total:	395.00			
	FSCI Corporate Office Tot	395.00			
HMO Healthcare Service Corporation HMO Dec2017	11/16/2017	12,212.62	0.00	12/05/2017	
102-000-210-2027 Health insurance premium with					Employee Health insurance - December 2017
	Dec2017 Total:	12,212.62			
	HMO Healthcare Service C	12,212.62			
International Code Council, Inc. ICCDUES 3176385	11/30/2017	135.00	0.00	12/05/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-220-512-5570 Professional associations					Membership fee 2018
3176385 Total:		135.00			
International Code Council		135.00			
iSolved					
ISOLVED					
90074335	11/10/2017	64.53	0.00	12/05/2017	
101-400-511-5440 R&M - office equipment					Monthly maintenance for time clock for PW, Parks
90074335	11/10/2017	88.43	0.00	12/05/2017	
205-530-515-5730 Program supplies					Monthly maintenance for time clock for PW, Parks
90074335	11/10/2017	19.12	0.00	12/05/2017	
205-560-515-5405 R&M - buildings					Monthly maintenance for time clock for PW, Parks
90074335 Total:		172.08			
iSolved Total:		172.08			
Kelly Services, Inc.					
KELLYSER					
44069457	11/6/2017	711.88	0.00	12/05/2017	
101-000-210-2650 Contractor Permits Payable					Temporary Community Development support for Accela
44069457 Total:		711.88			
45064791	11/13/2017	461.76	0.00	12/05/2017	
101-000-210-2650 Contractor Permits Payable					Temporary Community Development support for Accela
45064791 Total:		461.76			
Kelly Services, Inc. Total:		1,173.64			
Lion Group, Inc					
LIONGROU					
PSG17232	11/9/2017	2,418.00	0.00	12/05/2017	
101-350-512-5430 R&M - Fire & EMS equipmen					Bunker coat, belt

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	PSG17232 Total:	2,418.00		
PSG17234	11/9/2017	180.00	0.00	12/05/2017
	101-350-512-5430 R&M - Fire & EMS equipmen			Belt
	PSG17234 Total:	180.00		
	Lion Group, Inc Total:	2,598.00		
Lowe's Business Acc/GECF				
LOWES				
10314	11/17/2017	102.48	0.00	12/05/2017
	101-350-512-5799 Other materials & supplies			Peanut oil, velcro
	10314 Total:	102.48		
2615	11/15/2017	331.65	0.00	12/05/2017
	205-509-515-5730 Program supplies			Shrink wrap, packaging tape, LED headlamp, snow fence
	2615 Total:	331.65		
2621	11/15/2017	33.19	0.00	12/05/2017
	205-509-515-5730 Program supplies			Fire starter fuel
	2621 Total:	33.19		
7606	11/15/2017	67.72	0.00	12/05/2017
	205-509-515-5730 Program supplies			Propane tank
	7606 Total:	67.72		
	Lowe's Business Acc/GEC	535.04		
Lund Industries				
LUNDIND				
89717	11/14/2017	324.69	0.00	12/05/2017
	101-300-512-5480 R&M - vehicles			Secure Idle ignition override system

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	89717 Total:	324.69		
	Lund Industries Total:	324.69		
Madison National Life				
MADISON				
1276336	11/16/2017	156.17	0.00	12/05/2017
101-200-511-5150	Insurance - group life & AD&D			Life insurance - December
1276336	11/16/2017	94.63	0.00	12/05/2017
101-210-511-5150	Insurance - group life & AD&D			Life insurance - December
1276336	11/16/2017	88.27	0.00	12/05/2017
101-240-517-5150	Insurance - group life & AD&D			Life insurance - December
1276336	11/16/2017	554.66	0.00	12/05/2017
101-300-512-5150	Insurance - group life & AD&D			Life insurance - December
1276336	11/16/2017	17.40	0.00	12/05/2017
101-350-512-5150	Insurance - group life & AD&D			Life insurance - December
1276336	11/16/2017	66.96	0.00	12/05/2017
101-400-511-5150	Insurance - group life & AD&D			Life insurance - December
1276336	11/16/2017	35.53	0.00	12/05/2017
101-410-511-5150	Insurance - group life & AD&D			Life insurance - December
1276336	11/16/2017	96.87	0.00	12/05/2017
101-440-513-5150	Insurance - group life & AD&D			Life insurance - December
1276336	11/16/2017	58.54	0.00	12/05/2017
205-430-515-5150	Insurance - group life & AD&D			Life insurance - December
1276336	11/16/2017	93.13	0.00	12/05/2017
205-500-515-5150	Insurance - group life & AD&D			Life insurance - December
1276336	11/16/2017	95.94	0.00	12/05/2017
660-620-519-5150	Insurance - group life & AD&D			Life insurance - December
	1276336 Total:	1,358.10		
	Madison National Life Tot	1,358.10		
North Suburban Employee Benefit				
NSEBENEF				
December2017	11/17/2017	9,919.00	0.00	12/05/2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
102-000-210-2028	Dental insurance premium with				Dental Bill - December 2017
	December2017 Total:	9,919.00			
	North Suburban Employee	9,919.00			
Printwell Printing PRINTWEL 51615	11/9/2017	96.00	0.00	12/05/2017	
101-220-512-5560	Printing & copying services				Business Cards - Community Development Mgr.
	51615 Total:	96.00			
	Printwell Printing Total:	96.00			
RCN Telecom Services of Illinois, LLC RCNTEL 843800-01	10/31/2017	1,131.00	0.00	12/05/2017	
215-000-512-5580	Telephone				Fiber for E911 - Connection with Skokie
	843800-01 Total:	1,131.00			
843825-01	10/31/2017	2,262.00	0.00	12/05/2017	
215-000-512-5580	Telephone				Fiber for E911 - Connection with Skokie
	843825-01 Total:	2,262.00			
	RCN Telecom Services of I	3,393.00			
Thompson Elevator Inspection Service, Inc. THOMPSON 17-3468	11/1/2017	304.00	0.00	12/05/2017	
101-240-517-5399	Other professional services				8 semi annual elevator re inspections
	17-3468 Total:	304.00			
17-3533	11/7/2017	100.00	0.00	12/05/2017	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-240-517-5399	Other professional services				Plan review - 6700 Nokomis
	17-3533 Total:	100.00			
	Thompson Elevator Inspec	404.00			
Woodward Printing Services					
WOODWARD					
46195	11/14/2017	1,840.37	0.00	12/05/2017	
	205-500-515-5560 Printing & copying services				Printing -Winter/Spring Brochure
46195	11/14/2017	719.63	0.00	12/05/2017	
	205-500-515-5720 Postage				Postage for Winter/Spring brochure
	46195 Total:	2,560.00			
	Woodward Printing Service	2,560.00			
	Report Total:	63,289.37			

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 11/29/2017 - 11:36AM
Batch: 00103.12.2017



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Best Quality Cleaning, Inc.				
BESTQU				
22234	11/20/2017	2,813.34	0.00	12/05/2017
101-420-511-5240 Janitorial				Cleaning Services - November 2017
22234	11/20/2017	416.66	0.00	12/05/2017
205-571-515-5240 Janitorial				Cleaning Services - November 2017
	22234 Total:	3,230.00		
	Best Quality Cleaning, Inc.	3,230.00		
Fedex				
FEDEX				
811309872430	11/22/2017	58.09	0.00	12/05/2017
101-210-511-5720 Postage				Shipping - Admin
	811309872430 Total:	58.09		
	Fedex Total:	58.09		
Holland & Knight LLP				
HOLLAND				
103117	10/31/2017	13,465.00	0.00	12/05/2017
101-230-511-5350 Legal - retainer				General Counsel Retainer - October
	103117 Total:	13,465.00		
5580459	11/3/2017	86.00	0.00	12/05/2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-230-511-5370 Legal - review					3400 Pratt Center Point Properties
5580459 Total:		86.00			
5580460	11/3/2017	4,129.30	0.00	12/05/2017	Purple Hotel Development
101-230-511-5370 Legal - review					
5580460 Total:		4,129.30			
5580461	11/3/2017	43.00	0.00	12/05/2017	3900 W Devon Sacred Learning Center
101-230-511-5370 Legal - review					
5580461 Total:		43.00			
5580462	11/3/2017	1,453.33	0.00	12/05/2017	6424 N Drake Alley Vacation
101-230-511-5370 Legal - review					
5580462 Total:		1,453.33			
5580467	11/3/2017	1,185.00	0.00	12/05/2017	Personnel
101-230-511-5360 Legal - litigation					
5580467 Total:		1,185.00			
5580468	11/3/2017	1,892.00	0.00	12/05/2017	7250 N. Cicero Hyatt Place
101-230-511-5370 Legal - review					
5580468 Total:		1,892.00			
5582532	11/6/2017	3,940.50	0.00	12/05/2017	Personnel
101-230-511-5370 Legal - review					
5582532 Total:		3,940.50			
Holland & Knight LLP Tot		26,194.13			
Kane McKenna & Associates					
KANEMKEN					
15040	10/31/2017	342.50	0.00	12/05/2017	Projections for Development benefit
217-000-517-5399 Other professional services					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	15040 Total:	342.50			
	Kane McKenna & Associa	342.50			
Lowe's Business Acc/GECE					
LOWES					
02110	11/8/2017	34.88	0.00	12/05/2017	
	660-620-519-5480 R&M - vehicles				Adapter fitting for Truck #6
02110	11/8/2017	-34.88	0.00	12/05/2017	
	660-620-519-5480 R&M - vehicles				Return
	02110 Total:	0.00			
02120	11/8/2017	17.72	0.00	12/05/2017	
	660-620-519-5480 R&M - vehicles				Bucket & Caulk for Truck #6
	02120 Total:	17.72			
02168	11/9/2017	47.48	0.00	12/05/2017	
	101-440-513-5680 Landscaping supplies				PVC for Sprinkler system
	02168 Total:	47.48			
02218	11/9/2017	44.16	0.00	12/05/2017	
	101-420-511-5405 R&M - buildings				Spray paint for PD
	02218 Total:	44.16			
02437	11/13/2017	77.24	0.00	12/05/2017	
	101-420-511-5405 R&M - buildings				Electrical supplies for VH sprinklers
	02437 Total:	77.24			
02555	11/14/2017	47.40	0.00	12/05/2017	
	205-430-515-5730 Program supplies				Yellow tape for Central Park
	02555 Total:	47.40			
02670	11/16/2017	26.59	0.00	12/05/2017	
	660-620-519-5730 Program supplies				Paint brush, roller, roller cover & paint for Water

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	02670 Total:	26.59			
	Lowe's Business Acc/GEC	260.59			
Quinlan Security Systems					
QUINLANS					
21432	11/15/2017	586.67	0.00	12/05/2017	
	215-000-512-5410 R&M - communications equipm				Police Lobby improvements
21432	11/15/2017	3,089.47	0.00	12/05/2017	
	215-000-512-5410 R&M - communications equipm				Vestibule camera trigger panic button
	21432 Total:	3,676.14			
21433	11/15/2017	73.00	0.00	12/05/2017	
	215-000-512-5410 R&M - communications equipm				Service maintenance agreement for camera and panic buttor
	21433 Total:	73.00			
	Quinlan Security Systems T	3,749.14			
Solid Waste Agency of Northern Cook County					
SOLIDWA					
5782	12/1/2017	18,232.81	0.00	12/05/2017	
	101-440-514-5230 Garbage & recycling				FY 2018 O & M Costs - January
5782	12/1/2017	-150.26	0.00	12/05/2017	
	101-440-514-5230 Garbage & recycling				FY 2018 O & M True-up
	5782 Total:	18,082.55			
	Solid Waste Agency of Nor	18,082.55			
TFA Signs					
TFASIGN					
13353	9/14/2017	11,800.00	0.00	12/05/2017	
	217-000-561-6100 Land acquisition & improveme				Signs and base for Parking lot

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

13353 Total:		11,800.00		
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TFA Signs Total:		11,800.00		
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United States Postal Service USPOSTAL PB112717	11/27/2017	6.29	0.00	12/05/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB112717	11/27/2017	40.81	0.00	12/05/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB112717	11/27/2017	89.26	0.00	12/05/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB112717	11/27/2017	18.86	0.00	12/05/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB112717	11/27/2017	238.28	0.00	12/05/2017
205-500-515-5720 Postage				Pitney Bowes postage
PB112717	11/27/2017	59.93	0.00	12/05/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB112717	11/27/2017	4.94	0.00	12/05/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB112717	11/27/2017	231.36	0.00	12/05/2017
660-610-519-5720 Postage				Pitney Bowes postage
PB112717	11/27/2017	5.48	0.00	12/05/2017
101-210-511-5720 Postage				Pitney Bowes postage

PB112717 Total:		695.21		
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United States Postal Servic		695.21		
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Report Total:		64,412.21		
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Proclamation

WHEREAS, the 2nd Battalion, 24th Marine Regiment, U.S. Marine Corps Reserve, headquartered in Chicago, Illinois has served with dedication and effectiveness to preserve the traditions and interests of the United States Marine Corps; and

WHEREAS, the 2nd Battalion, 24th Marine Regiment, U.S. Marine Corps Reserve has banded together those honorably discharged Marines in Chicago, Illinois area for the purpose of voluntarily aiding and rendering assistance to all Marines and veteran Marines and their widows and orphans; and

WHEREAS, the 2nd Battalion, 24th Marine Regiment, U.S. Marine Corps Reserve perpetuates the history of the United States Marines Corps through fitting acts to observe the anniversaries of historical occasions of interest to Marines and all Americans; and

WHEREAS, John and Dee Barbino and the United States Marine Corps believe that every child deserves at least one toy during the Holiday Season; and

WHEREAS, John and Dee Barbino, along with the Lincolnwood Police Department have devoted countless hours over the past 24 years to assist the United States Marine Corp Reserve *Toys for Tots* campaign; and

WHEREAS, the 2nd Battalion, 24th Marine Regiment, U.S. Marine Corps Reserve has a mission of providing good cheer and well-being to local children in need during the Holiday Season through the *Toys for Tots* program; and

WHEREAS, the Village of Lincolnwood *Toys for Tots* program has provided our 4,000 toys to the 2nd Battalion, 24th Marine Regiment, U.S. Marine Corps Reserve each of the past 24 years for distribution to less fortunate children.

NOW, THEREFORE, BE IT RESOLVED that I, Barry I. Bass, President of the Village of Lincolnwood, along with the Village Board of Trustees do hereby proclaim December, 2017 as

Toys for Tots Month

As a way to recognize those who have unselfishly contributed their time and effort toward those less fortunate so they may have a better holiday season.

DATED this 5th day of December, 2017

ATTEST:

Beryl Herman
Village Clerk

Barry I. Bass
Village President



Proclamation

WHEREAS, Sunday, December 3, 2017 marked Illinois' 199th birthday, as Illinois became the 21st state in the union on December 3, 1818; and

WHEREAS, Illinois Bicentennial will be a yearlong celebration between December 3, 2017 and December 3, 2018, which will be our state's 200th birthday; and

WHEREAS, Illinois Bicentennial will remind us all that, every day in Illinois, amazing things are BORN, BUILT & GROWN; and

WHEREAS, Illinois Bicentennial will honor the many ways that Illinois has influenced American History, achievement, culture, innovation, and more ; and

WHEREAS, Illinois Bicentennial is a once-in-a-lifetime invitation to fall in love with Illinois all over again; and

WHEREAS, together, we can inspire pride in Illinois and show the world what makes this state so great; and

WHEREAS, our community should encourage citizens, organizations, businesses, congregations, and cultural and education institutions to participate in the yearlong celebration by submitting applications for endorsement of their events and projects by Illinois Bicentennial on the PARTICIPATE page at Illinois200.com; and

NOW, THEREFORE, BE IT RESOLVED that I, Barry I. Bass, President of the Village of Lincolnwood, along with the Village Board of Trustees do hereby endorse the efforts of Illinois Bicentennial and encourage all citizens to participate and celebrate in the upcoming year by visiting illinois200.com and using the hashtag #IllinoisProud.

DATED this 5th day of December, 2017

ATTEST:

Beryl Herman
Village Clerk

Barry I. Bass
Village President

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-_____

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND APPROVING AN
AGREEMENT WITH GOVTEMPUSA, LLC, OF NORTHBROOK, ILLINOIS,
FOR THE PROVISION OF AN INTERIM POLICE CHIEF**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2017.

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

Village Clerk

**AN ORDINANCE WAIVING COMPETITIVE BIDDING AND APPROVING AN
AGREEMENT WITH GOVTEMPUSA, LLC, OF NORTHBROOK, ILLINOIS,
FOR THE PROVISION OF AN INTERIM POLICE CHIEF**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has identified the need to hire a new Police Chief; and

WHEREAS, the Village has determined that, until it is able to hire a permanent new Police Chief, it is necessary to hire an interim Police Chief ("*Interim Chief*"); and

WHEREAS, GovTempUSA, LLC, of Northbrook, Illinois ("*GovTempUSA*"), provides recruiting and human resources services to government entities; and

WHEREAS, GovTempUSA has submitted to the Village a quotation and proposal for the provision of the Interim Chief to the Village ("*Interim Employment Services*"); and

WHEREAS, the Village and GovTempUSA desire to enter into an agreement for the provision of the Interim Employment Services by GovTempUSA to the Village ("*Agreement*"); and

WHEREAS, in order to enter into the Agreement with GovTempUSA, the Village President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the Agreement and the provision of the Interim Employment Services, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood, as amended ("*Village Code*"); and

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

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

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING REQUIREMENTS. The advertising and bidding requirements for the Agreement, and for the provision of the Interim Employment Services, are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

SECTION 3. APPROVAL OF AGREEMENT. The Agreement by and between the Village and GovTempUSA is hereby approved in substantially the form attached to this Ordinance as **Exhibit A** and in final form acceptable to the Village President and the Village Attorney.

SECTION 4. EXECUTION OF AGREEMENT. The Village President and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by GovTempUSA; 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. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval and publication in the manner provided by law.

PASSED this ____ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2017.

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

ATTESTED and FILED in my office this
____ day of _____, 2017

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

EXHIBIT A
AGREEMENT

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made this 21st day of November 2017 ("Effective Date") by and between **GOVTEMPUSA, LLC**, an Illinois limited liability company ("GovTemp"), and the Village of Lincolnwood (the "Municipality") (GovTemp and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

RECITALS

The Municipality desires to lease certain employees of GovTemp to assist the Municipality in its operations and GovTemp desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality hereby agrees to engage the services of GovTemp to provide, and GovTemp hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemp and the Municipality. GovTemp shall have the sole authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, that GovTemp remove or reassign the Worksite Employee, such request shall not be unreasonably withheld by GovTemp. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemp is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemp shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMP AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemp shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemp's standard payroll practices. GovTemp shall withhold

from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemp shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemp may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemp shall maintain and administer workers' compensation, safety and health programs. GovTemp shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. GovTemp shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemp may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemp under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemp shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemp in connection with any of the Worksite Employee, shall retain control of such records at such GovTemp location as shall be determined solely by GovTemp, and shall make such records available as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemp. GovTemp shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

Section 2.07. Obligations of the Municipality. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

- (a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work. The Municipality agrees to comply, at its expense, with all health and safety directives from GovTemp's internal and external loss control specialists, GovTemp's workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Municipality shall provide and ensure use of all personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemp's workers' compensation carrier. GovTemp and GovTemp's insurance carriers shall have the right to inspect the Municipality's premises to ensure that the Worksite Employee is not

exposed to an unsafe work place. In no way shall GovTemp's rights under this paragraph affect the Municipality's obligations to the Worksite Employees under applicable law or to GovTemp under this Agreement;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall not have the right to remove or reassign the Worksite Employee unless mutually agreed to in writing by GovTemp and the Municipality in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(f) The Municipality shall report to GovTemp any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemp shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemp. Upon receipt of notification from GovTemp or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality shall immediately make available an appropriate light duty work assignment for such Worksite Employee to the extent required or permitted by any applicable law; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemp within twenty-four (24) hours following notification of said injury by employee or employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMP

Section 3.01. Fees. The Municipality hereby agrees to pay GovTemp fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemp paid to the Worksite Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemp pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

Section 3.02. Increase in Fees. GovTemp may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective. GovTemp may also adjust employer benefit contribution amounts by providing the Municipality with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemp employees.

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, GovTemp shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemp to an account or lockbox as designated on the invoice.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Municipality shall provide GovTemp with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the

Worksite Employee, GovTemp and the Municipality against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. This Agreement shall become effective on December 6, 2017 and shall continue in effect thereafter for a period of approximately three (3) months (March 9, 2018), or until it is terminated in accordance with the remaining provisions of this Section 5. Agreement may be extended for up to an additional three (3) months (June 8, 2018). For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date."

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemp may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemp shall have the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Municipality acknowledges GovTemp's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemp, nor shall the Municipality hire Worksite Employee as an employee.

Section 6.02. Injunctive Relief. The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemp shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Municipality also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the GovTemp may be entitled.

Section 6.03. Survival. The provision of this Section 6 shall survive any termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemp. GovTemp agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemp's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemp and its related business entities, their agents, representatives, and employees (the "GovTemp Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemp or any of the GovTemp Parties.

Section 7.02. Indemnification by the Municipality. The Municipality agrees to indemnify, defend and hold the GovTemp Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Worksite Employee workers' compensation claims, and (c) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemp Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

SECTION 8 ADDITIONAL PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

Section 8.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 8.04. Definitions. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 8.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemp's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 8.07. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 8.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Section 8.14. Arbitration.

(a) Negotiation/Arbitration Process. The parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the parties. If settlement cannot be reached through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, the controversy or claim shall be settled by binding arbitration conducted before a single arbitrator who is knowledgeable in employment law. Either party may submit the dispute to arbitration. The arbitration will be conducted in accordance with the then applicable rules and regulations of the American Arbitration Association ("AAA"). The arbitration will be held in Cook County, Illinois. The arbitrator shall be mutually agreed upon by the parties, but if they are unable to agree on an arbitrator, the arbitrator shall be appointed by AAA. All arbitration proceedings shall be closed to the public and confidential. All records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitrator's decision.

(b) Arbitration Award. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. Except as otherwise provided in this Agreement, the arbitrator shall apply the law specified in Section 8.3. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPUSA, LLC,
an Illinois limited liability company

By 
Name: Joellen C. Earl
Title: President and Co-Owner

MUNICIPALITY

By _____
Name: Barry Bass
Title: Village President

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Bruce Rottner

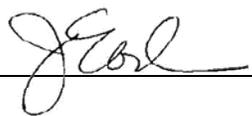
POSITION/ASSIGNMENT: Interim Chief of Police

TERM OF POSITION: December 6, 2017 – March 9, 2018 – Agreement may be extended for up to three (3) additional months (until June 8, 2018) with agreement between parties. Please review Section 5 of this Agreement for the complete terms of position.

BASE COMPENSATION: \$91.00 per hour for hours worked only. (\$136.50 = overtime rate for work in excess of 40 hours/week). Hours will vary but are expected to be forty (40) hours per week. Hours shall be reported weekly via email to payroll@govtempsusa.com by the close of business on the Monday after the prior work week. The Municipality will be invoiced every other week and payment may be remitted via check or ACH.

GOVTEMPSUSA, LLC.:

MUNICIPALITY:

By: 

By: _____

Date: November 21, 2017

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

EXHIBIT B
Summary of Benefits

Request For Board Action

REFERRED TO BOARD: December 5, 2017

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Approving an Intergovernmental Agreement with the Village of Skokie to form a Joint Emergency Telephone System Board as Part of the State of Illinois Public Act 99-0006 Governing Consolidated Dispatch Services

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In the summer of 2015, the State of Illinois adopted Public Act 99-0006, which significantly amended the Emergency Telephone Systems Act and repealed the Wireless Emergency Telephone Safety Act, for the purpose of consolidating all E9-1-1 dispatch centers in order to prepare for a statewide conversion to a "Next Generation" E9-1-1 system. The Act imposed a statewide mandate requiring dispatch centers serving populations less than 25,000 to consolidate.

Due to the fact that the Village would lose its E9-1-1 revenue if it did not consolidate its dispatch center, staff considered proposals from area municipalities to serve as the Village's dispatch center. 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. On November 8, 2016 the Village of Skokie approved the intergovernmental agreement. Through this action, the Village of Skokie consolidated Lincolnwood's Emergency Telephone System Board (ETSB) into Skokie's ETSB, which was required as part of the consolidation process.

On November 15, 2016 the Village Board approved an amendment to the Village Code to reflect the establishment of a Joint Emergency Telephone System Board (JETSB) with the Village of Skokie and the corresponding changes in operation of the Village's emergency communications system.

As part of the consolidation process a consolidation plan was submitted to the Illinois State Police (ISP) for approval. The Village of Skokie, as the supplier of services submitted the plan to the ISP in March of 2017. The ISP has reviewed the plan and provided comments. The current intergovernmental agreement (IGA) between Lincolnwood and Skokie does not include details regarding the composition of the Board, powers of the JETSB, specifics regarding board meetings or the distribution of emergency telephone system funds. Provided below is a summary of these items:

Board Composition

- Skokie will have 4 members (members from public safety agency and a member of the public)
- Lincolnwood will have 1 member (member from the public safety agency)
- Board members shall serve a term of 4 years
- The fiscal year will run from May 1 through April 30

Board Powers

- Receive monies from the E9-1-1 surcharge
- Return applicable monies from the E9-1-1 surcharge to Lincolnwood
- Oversee coordination and implementation of E9-1-1 system improvements and maintenance
- Hiring of personnel
- Preparation of annual reports to the ISP

Board Meetings

- Annual schedule of meetings in accordance with the Open Meetings Act
- A simple majority vote of all Board members is required to pass any motion or Resolution

Fund and Distribution

- Fund management into which all E9-1-1 surcharge revenues and reserve balances is included
- The Skokie Village Manager or designee shall act as the Treasurer and custodian of the fund
- No expenditures may be made from the fund without Board authorization

The Village Attorney recommends approving an IGA which addresses these items. The recommended language mirrors the State law regarding powers and responsibilities of a JETSB.

FINANCIAL IMPACT:

\$767,000 is allocated in the FY 2017/2018 budget for combined dispatch services.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Intergovernmental Agreement

RECOMMENDED MOTION:

Move to approve a Resolution approving a dispatch services intergovernmental agreement with the Village of Skokie establishing a Joint Emergency Telephone System Board.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. 2017- _____

**A RESOLUTION APPROVING A DISPATCH SERVICES
INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF SKOKIE**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village of Lincolnwood ("***Lincolnwood***") is an Illinois home-rule municipal corporation authorized by Article VII, Section 6 of the Illinois Constitution to exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, Lincolnwood has entered into an intergovernmental agreement with the Village of Skokie ("***Skokie***"), pursuant to which Skokie provides dispatch services to Lincolnwood ("***Dispatch Service Agreement***"); and

WHEREAS, the Emergency Telephone Systems Act, 50 ILCS 750/0.01 *et seq.* ("***Act***") authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a joint emergency telephone system board, as defined therein ("***JETSB***") and requires municipalities operating dispatch call centers to maintain an emergency telephone system board; and

WHEREAS, the Parties desire to establish a JETSB to comply with the requirements the Act; and

WHEREAS, Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("***ISP***"), and provides that ISP will distribute surcharge revenues to Joint Emergency Telephone System Boards; and

WHEREAS, the Corporate Authorities of Lincolnwood and Skokie have determined that entering into an intergovernmental agreement for the establishment of a JETSB is in the best interest of the Villages, their residents, and the general public's health safety and welfare; and

WHEREAS, the Villages desire to enter into a new intergovernmental agreement establishing the membership and powers of the JETSB as well as the manner in which 9-1-1 surcharge revenues will be distributed ("***Agreement***"); and

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

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

SECTION 2. APPROVAL OF AGREEMENT. The President and the Board of Trustees hereby approve the in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and Village Attorney.

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement and all necessary documentation related thereto.

SECTION 4. DECLARATION OF EFFECTIVE DATE OF ORDINANCE 2016-3238. Ordinance 2016-3238, adopted November 15, 2016, is hereby declared to be effective.

SECTION 5. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to 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
AGREEMENT

**INTERGOVERNMENTAL AGREEMENT
ESTABLISHING A JOINT EMERGENCY TELEPHONE
SYSTEMS BOARD**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of _____, 2017 ("Effective Date"), by and between the Village of Skokie, an Illinois home rule municipal corporation ("Skokie"), and the Village of Lincolnwood, an Illinois home rule municipal corporation ("Lincolnwood"). (For convenience, Skokie and Lincolnwood may be referred to individually as a "Party" and collectively as the "Parties.")

RECITALS

A. Skokie operates a full service dispatch center from its facility, located at 7300 Niles Center Road, Skokie, Illinois ("Dispatch Call Center").

B. The Dispatch Call Center is a public safety answering point ("PSAP"), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, *et seq.* ("Act").

C. Lincolnwood has entered into an intergovernmental agreement with Skokie ("Dispatch Service Agreement"), pursuant to which Skokie provides dispatch services to Lincolnwood.

D. Lincolnwood had an Emergency Telephone Systems Board, as defined in the Act, while Skokie has been operating as Qualified Governmental Entity ("QGE"), as defined in the Act, operating without an Emergency Telephone Systems Board.

E. The Act no longer permits the operation of a dispatch call center by a municipality without an Emergency Telephone Systems Board, and authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a joint emergency telephone system board, as defined therein.

F. Moreover, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a Joint Emergency Telephone Systems Board.

G. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.

The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

H. The Parties are units of local government.

I. The Parties desire to establish a Joint Emergency Telephone System

Board to comply with the consolidation requirements of Section 15.4a of the Act, as described above.

J. Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides that ISP will distribute surcharge revenues to Joint Emergency Telephone System Boards.

K. The Parties have determined that it is their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are material to this Agreement and are incorporated herein as if set forth in full.

Section 2. Dispatch Service Agreement. The Parties expressly acknowledge and agree that the Dispatch Service Agreement remains in full force and effect, and is not amended, modified, or superseded in any way by this Agreement. To the extent that there are any conflicts between the provisions of the Dispatch Service Agreement and this Agreement, the provisions of the Dispatch Service Agreement shall prevail.

Section 3. Creation of JETSB. Effective November, 2017 (the "Commencement Date"), the Parties establish a Joint Emergency Telephone System Board ("JETSB" or "Board"), as defined in the Act. The organization and powers of the JETSB shall be as set forth herein. Pursuant to Section 15.4(e) of the Act, the corporate authority of Lincolnwood shall rescind the ordinance creating its individual Emergency Telephone System Board, effective upon the creation of the JETSB on the Commencement Date, subject to regulatory approval of the consolidation plan to which this Agreement pertains ("Consolidation Plan") by the Statewide 9-1-1 Administrator.

Section 4. Board Composition.

A. Skokie shall be represented by four (4) members of the Board ("Board Member(s)"), and Lincolnwood shall be represented by one member of the Board. Each Party's Board Member(s) shall be either the Chief Administrative Officer of his/her respective Party, or his/her designee with substantial management responsibility and experience. Skokie shall be represented by one additional Board Member for each Subsequent Party added pursuant to Section 8.

B. Of the Board Members described in Section 4.A, in accordance with the Act, at least three shall be representatives of the 9-1-1 public safety agencies, one shall be a PSAP representative, and one shall be a public member who is a resident of the local exchange service territory included in the 9-1-1 coverage area. Where applicable, the PSAP representative may be one of the three representatives of the 9-1-1 public safety agencies.

C. Each Board Member may designate an alternate ("Alternate") to attend regular and special Board meetings on his/her behalf, with the same voting power as the Board Member. Each Alternate shall possess the same qualifications as prescribed in Section 4.A for Chief Administrative Officer designees.

D. At the first meeting of the Board in each calendar year, the Board shall elect a Chairman from among its members, who shall preside over all Board meetings. The term of the Chairman shall be one year. In the absence of the Chairman at any meeting, the Board shall elect a temporary chair to preside over the meeting.

E. At the first meeting of the Board in each calendar year, the Board shall elect a Secretary from among its Members, who shall be responsible for keeping the Board's records and for taking minutes of all Board meetings. The term of the Secretary shall be one year.

F. At the first meeting of the Board in each calendar year, the Board may elect a Finance Liaison ("Finance Liaison") from among its Members, who will consult with Skokie in Skokie's role as treasurer and Custodian as defined herein.

G. Board Members shall serve 4-year terms. Board Members may be reappointed at the expiration of their terms.

H. The JETSB's fiscal year shall be from May 1 to April 30.

Section 5. Board Powers.

The powers of the JETSB shall be limited to the following:

- A. Maintaining control over the Fund, defined in Section 7 hereof, including:
1. Receiving monies from the surcharge imposed under Section 15.3 of the Act, or disbursed to it under Section 30 of the Act, and from any other source, for deposit into the Fund, as defined in Section 7, herein; and
 2. Authorizing all disbursements from the Fund pursuant to Section 7 of this Agreement.
- B. Planning and maintaining the System, defined herein. On behalf of the Board, Skokie shall exercise these powers pursuant to the Dispatch Service Agreement, including:
1. Planning a 9-1-1 system ("System");
 2. Coordinating and supervising the implementation, upgrading, or maintenance of the System, including the establishment of equipment specifications and coding systems and maintenance of a Master Street Address Guide database that meets the requirements of Section 15.4(d) of the Act;
 3. Hiring, on a temporary or permanent basis, any staff necessary for the implementation or upgrade of the System;
 4. Contracting with telecommunications providers to service the System and reviewing and approving all Network Costs incurred in the provision of such services; and

5. Preparing all annual reports required to be provided to the Statewide 9-1-1 Administrator or any other government agency pursuant to the Act.
- C. Any other powers conferred upon it by the Act.

Section 6. Board Meetings.

A. The Board shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, *et seq.* ("OMA").

B. Special meetings of the Board may be called by the Chairman or by a majority of the Board Members.

C. A majority of the Board Members shall constitute a quorum for the transaction of all business by the Board.

D. All meetings of the JETSB shall comply with the requirements of the OMA.

E. A simple majority vote of all Board Members shall be required to pass any motion or resolution.

F. Each Board Member shall be entitled to one vote on each matter of business considered by the Board.

G. No Board Member shall be permitted to vote by proxy.

H. The JETSB shall adopt rules allowing Board Members to attend and participate in Board meetings by means other than physical presence, in accordance with Section 7 of the OMA.

I. The Board may adopt bylaws and additional rules of procedure it deems appropriate for conducting business.

J. Unless otherwise provided in rules of procedure adopted by the Board, Board meetings shall be conducted in accordance with the current edition of Robert's Rules of Order.

Section 7. Emergency Telephone System Fund and Distribution.

A. Effective on the Commencement Date and subject to the Statewide 9-1-1 Administrator's approval of the Consolidation Plan, there shall be created an Emergency Telephone System Fund ("Fund") into which all 9-1-1 surcharge revenues and reserve balances of the Parties' respective ETSB or QGE funds as of the Commencement Date received by the Board shall be deposited. The Fund shall have a separate interest-bearing account. All interest accruing in the Fund shall remain in the Fund, until such time as it is disbursed annually, on a pro-rata basis, using month-end balances attributable to each Party, by resolution of the Board.

B. The Skokie Village Manager or designee shall act as the treasurer and custodian of the Fund ("Custodian").

C. No expenditures may be made from the Fund except upon direction of the

Board by resolution passed by a simple majority of all Board Members. The Parties agree that at the Board's regular meetings, the Board will, in addition to any other business, consider Parties' requests for disbursements made in accordance with Section 7.D.4 hereof.

D. The Parties have agreed that the preparation of resolutions and distributions made from the Fund shall occur as follows:

1. ISP will distribute 9-1-1 surcharge revenues to the Fund in accordance with the Act and any applicable administrative rules; 9-1-1 surcharge revenues will be accounted for according to each Party's jurisdiction where the revenue was collected based on the funding level set forth in the Act, as the Act may be amended from time to time;
2. The Custodian shall account for and report 9-1-1 surcharge revenues collected by the Board and attributed to each Party;
3. At any meeting of the Board, a Party may request disbursements from the Fund to be used in satisfaction of allowable expenditures under the Act ("Allowable Expenditures") for which the requesting Party has legally obligated itself as of the date of the disbursement request. No later than 10 days prior to the Board meeting, a requesting Party shall submit to the Custodian a certified statement detailing the nature and amounts of such Allowable Expenditures for which disbursement is sought, together with supporting documentation concerning such Allowable Expenditures ("Supporting Documentation"), the sufficiency of which shall be determined by the Custodian. Such Supporting Documentation may include, without limitation, approved and executed contracts and/or purchase orders, and shall expressly include the requesting Party's Dispatch Service Agreement. The Board shall consider and act upon all such requests properly submitted.
5. At its first meeting during any fiscal year, the Board may adopt resolutions approving disbursements to each Party for Allowable Expenditures that constitute the applicable percentage of that year's annual amounts due under the Dispatch Service Agreement. Such resolutions shall authorize the Custodian to disburse said amounts to each Party as surcharge revenues attributable to that Party are received and deposited in the Fund, without further action by the Board during that fiscal year, subject to Section 7.D.6, below.
6. No Party shall be entitled to receive any disbursement in excess of the balance held in the Fund that is attributable to that Party at the time of its request for disbursement.
7. Upon approval of a resolution by the Board, the Custodian shall execute approved disbursements from the Fund to each Party within 10 business days.
8. Moneys other than 9-1-1 surcharge revenues that are related to the operation of the System and properly received by the Board, including, but not limited to grant funds, shall be placed in the Fund and

disbursed pursuant to resolution of the Board.

E. As of the Commencement Date, if a Party has a reserve balance of 9-1-1 surcharge revenues, or if that Party receives additional 9-1-1 surcharge revenues directly from the State of Illinois, that Party shall transfer such revenues into the Fund and such revenues will be recorded as attributable to that Party.

F. Each Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the Board upon ten business days' notice. The Custodian will take all commercially reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit.

G. The Custodian shall maintain detailed books and records related to consolidation grants and surcharge disbursements received and the use of those funds in accordance with applicable law and generally accepted accounting principles. The Custodian shall maintain such books and records for a minimum of five years. All such books and records shall be available for review or audit by the Department of State Police, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Custodian and the Board shall cooperate fully with any such review or audit.

Section 8. Entry and Termination.

A. Each municipality or county that becomes a party to this Agreement after the Effective Date hereof ("Subsequent Party") shall be entitled to representation on the Board in the same manner as Lincolnwood as described in Section 4.A. of this Agreement. Each Subsequent Party shall rescind its ordinance or ordinances creating its individual Emergency Telephone System Board, and shall eliminate such Emergency Telephone System Board, upon becoming a Subsequent Party.

B. Any municipality or county wishing to become a Subsequent Party may make application for such status ("Subsequent Party Application") to the JETSB. Any Subsequent Party Application shall include a copy of a resolution duly adopted by the corporate authorities of the applying entity expressing that entity's desire and intent to become a Subsequent Party and approving the same, subject to the approval of the JETSB. The JETSB shall review any Subsequent Party Application and determine, by vote of a simple majority of all Board Members, whether to admit the applying entity as a Subsequent Party. Each Party and Subsequent Party delegates to its respective Board Member the express authority to act on behalf of that Party or Subsequent Party in accordance with the provisions of this Section 8.

C. As a condition to becoming a Subsequent Party, each Subsequent Party must enter into an agreement pursuant to which Skokie shall provide dispatch services to that Subsequent Party, similar in form and scope to the Dispatch Service Agreement.

D. Any Party or Subsequent Party may terminate its status as such and withdraw from the Board by providing at least three hundred sixty-five (365) days written notice to the Custodian stating its effective withdrawal date and identifying the joint emergency telephone system board that such Party or Subsequent Party will join upon termination and withdrawal from the Board. Notwithstanding the foregoing, if applicable law is amended such that the Parties' participation in a joint emergency telephone systems board is no longer required, then

any Party may terminate its status as a Party and withdraw from the Board upon thirty (30) days written notice to the Custodian, and without the need to identify any other joint emergency telephone systems board that it intends to join.

E. Any Party or Subsequent Party that terminates its status and withdraws from the Board, shall, after the effective date of the withdrawal, receive a final distribution from the Fund in proportion to its remaining balance of funds in the Fund. Such distribution shall be made in accordance with Section 7 of this Agreement and any other Board rules and procedures with respect to Fund expenditures.

F. Upon expiration or termination of any Party's Dispatch Service Agreement with Skokie, the Board may, in its discretion and upon passage of a resolution, terminate that Party's participation in the JETSB. In that event, the termination of that Party's participation in the JETSB shall be effective upon 120 days written notice by the JETSB.

Section 9. 9-1-1 Authority. The Parties acknowledge that Title 83, Chapter IV of the Illinois Administrative Code ("Rules") sets forth standards of service applicable to 9-1-1 emergency systems and standards of service applicable to wireless 9-1-1 emergency systems in Parts 1325 and 1328, respectively, thereof. The Parties further acknowledge and agree that Skokie shall perform the functions of the "9-1-1 Authority" described in Parts 1325 and 1328 of the Rules. For all other purposes, the Board shall serve as, and perform the functions of, the "9- 1-1 Authority" as referenced elsewhere in the Rules.

Section 10. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. Notices to the Parties and to the Custodian shall be addressed as follows:

Village of Skokie
5127 Oakton Street
Skokie, IL 60077
Attention: Village Manager

Village of Lincolnwood
6900 N. Lincoln Ave
Lincolnwood, IL 60712
Attention: Village Manager

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois. Venue for any disputes arising under this Agreement shall lie exclusively in the Circuit Court of Cook County, Illinois.

D. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the

purpose and intent of this Agreement to the greatest extent permitted by law.

E. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties.

F. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

G. Authority to Execute. Each Party hereby warrants and represents to the other Parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such Party.

H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Parties.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

J. Effective Date. The Effective Date of this Agreement shall be the last date on which it is executed by any of the Parties.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF SKOKIE

By _____
Village Manager

Attest _____
Village Clerk

Date _____

VILLAGE OF LINCOLNWOOD

By _____
Village Manager

Attest _____
Village Clerk

Date _____

Request For Board Action

REFERRED TO BOARD: December 5, 2017

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of an Ordinance Amending Section 10-2-20 of the Village Code Regarding Class B Liquor License Hours

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On November 27, 2017 the Village President received a request from Binny's Beverage Depot (Binny's) to sell liquor beginning at 9:00 A.M. on Sundays.

Binny's and all stores that sell packaged liquor hold a Class B liquor license. Currently 10-2-20 (A) (9) of the Village Code states: "No alcoholic liquor may be sold on Sunday before 12:00 noon."

In order for Class B License holders to sell liquor before noon on Sundays the Village Code must be amended to allow for the sale of alcohol beginning at 9:00 A.M. but only for Class B liquor license holders. All other categories of liquor licenses will remain at 12:00 P.M. on Sundays.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance amending Section 10-2-20 of the Village Code regarding Class B liquor license closing hours.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-____

**AN ORDINANCE AMENDING SECTION 10-2-20
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING CLASS B LIQUOR LICENSE CLOSING HOURS**

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 AMENDING SECTION 10-2-20
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING CLASS B LIQUOR LICENSE CLOSING HOURS**

WHEREAS, the Village of Lincolnwood is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs; and

WHEREAS, Article 2 of Chapter 10 of the Municipal Code of Lincolnwood, as amended ("**Village Code**"), sets forth rules and regulations for the licensing of, and sale of alcoholic liquor by, alcoholic liquor retailers in the Village; and

WHEREAS, Section 10-2-20 of the Village Code establishes the times of each day during which an alcoholic liquor retailer in the Village is permitted to sell alcoholic liquor at retail; and

WHEREAS, pursuant to Sections 10-2-20(A)(2) and 10-2-20(A)(9) of the Village Code, Class B local liquor licensees may sell alcoholic liquor beginning at 9:00 a.m., Mondays through Saturdays, and beginning at 12:00 noon on Sundays; and

WHEREAS, the Village President and Board of Trustees desire to amend Section 10-2-20(A)(9) of the Village Code to permit the sale of alcoholic liquor by Class B local liquor licensees beginning at 9:00 a.m. on Sundays; and

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

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

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

SECTION 2. CLOSING HOURS. Section 10-2-20 of the Village Code is hereby amended further to read as follows:

"10-2-20: CLOSING HOURS.

(A) No person licensed hereunder shall sell or permit to be sold, offer for sale or give away any alcoholic liquors except during the hours as set forth below.

(1) Class A license: between the hours of 9:00 a.m. and 1:00 a.m. the next day; except that the 1:00 a.m. closing hour shall be extended

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

to 2:00 a.m. Sunday; 3:00 a.m. on New Year's Day; and 4:00 a.m., on the Sunday on which the Orthodox Easter is observed, but only for those licensees that serve food representative of an ethnicity or nationality for which Orthodox Easter is traditionally observed.

- (2) Class B license: between the hours of 9:00 a.m. and 11:00 p.m. and 12:00 midnight on New Year's Eve.
 - (3) Class C license: between the hours of 9:00 a.m. and 1:00 a.m. the next day; except that the closing hour shall be extended to 2:00 a.m. on New Year's Day.
 - (4) Class D license: between the hours of 11:00 a.m. and 12:00 midnight.
 - (5) Class D-1 license: between the hours of 4:00 p.m. and 12:00 midnight.
 - (6) Class E license: The service of alcoholic liquor shall only take place from 10:00 a.m. to 1:00 a.m., except that service may be made up to 2:00 a.m. on Saturday and Sunday mornings and except that the closing hour shall be extended to 3:00 a.m. on New Year's Day.
 - (7) Class S-E license: between the hours of 9:00 a.m. and 11:00 p.m.
 - (8) Class F license: between the hours of 12:00 noon and 10:00 p.m.; except that the 12:00 noon opening hour shall be extended to 11:00 a.m. on Friday and Saturday mornings, and the 10:00 p.m. closing hour shall be extended to 12:00 midnight on Friday and Saturday evenings.
 - (9) Sundays. No alcoholic liquor may be sold on Sunday before 12:00 noon, **except pursuant to a Class B license.**
- (B) Leaving the premises. All patrons, customers and all persons other than the licensee and employees thereof in the actual pursuit of their duties as such, shall leave the premises not later than 15 minutes following the closing hours herein established.
- (C) Exception. In the case of any liquor licensee where the sale of alcoholic liquor is conducted on premises which are utilized primarily for other retail sales activities, such establishments may be kept open for business after the closing hours set forth herein, but no alcoholic liquor may be sold, offered for sale or given away after said closing hours, and no person other than the licensee and employees of the licensee in the actual active pursuit of their employment shall be permitted to remain in or upon that

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

portion of the premises, used during opening hours, for the dispensation of alcoholic liquors."

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

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

PASSED this ____ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2017.

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

ATTESTED and FILED in my office the
____ day of _____, 2017.

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

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

Request For Board Action

REFERRED TO BOARD: December 5, 2017

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Finance

SUBJECT: Approval of an Ordinance Levying Property Taxes in the Amount of \$5,584,620 for All Corporate Purposes for the Village of Lincolnwood, Cook County, Illinois for the Real Estate Tax Year 2017, Payable to the Village in the Calendar Year 2018

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Each year the Village Board is asked to adopt a Tax Levy Ordinance. This tax levy must be adopted at this meeting in order for the levy to be filed with the County Clerk before December 26, 2017, the last Tuesday in December, 2017.

Per current Village financial policy, the tax levy increase is limited to the maximum allowed under the State Statute in regards to tax capped communities which was 2.1% for the 2017 tax levy. This equates to an increase in the 2017 tax levy of \$114,865. At the October 17, 2017 Committee of the Whole meeting, the Village Board agreed by consensus to increase the 2017 tax levy by the maximum allowable increase for tax capped communities.

Please refer to the appended tax levy computation schedule to review the Year 2017 calculation. The appended real estate tax levy worksheet has been updated to reflect the Village's actual distribution of the 2017 tax levy and compares the distribution with the 2016 tax levy. As can be seen from the comparison, there is a minimal increase to the Police Pension portion of the tax levy from the prior year. As discussed in previous years, the State Legislature made key changes impacting the actuarial calculation stating that the amortization payment will be based on attaining a 90% funded ratio by the end of fiscal year 2040. The previous requirement was for 100% funding by the end of fiscal year 2033.

FINANCIAL IMPACT:

Receipt of General Fund, Parks & Recreation, Special Recreation, and Police Pension Fund 2017 Tax Levy Revenue of \$5,584,620.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. The Clerk's Certification
3. The 2017 Tax Levy Worksheet

RECOMMENDED MOTION:

Move to approve an Ordinance levying property taxes for all corporate purposes for the Village of Lincolnwood, Cook County, Illinois for the real estate tax year 2017.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-

**AN ORDINANCE LEVYING PROPERTY TAXES FOR ALL CORPORATE PURPOSES
FOR THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS
FOR THE REAL ESTATE TAX YEAR 2017**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD

THIS ___ DAY OF DECEMBER, 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 December, 2017

ORDINANCE NO. 2017-

**AN ORDINANCE LEVYING PROPERTY TAXES FOR ALL CORPORATE PURPOSES
FOR THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS
FOR THE REAL ESTATE TAX YEAR 2017**

BE IT ORDAINED by the President and Board of Trustees of the Village of Lincolnwood, Cook County, Illinois:

SECTION 1: That the amounts hereinafter set forth, or so much thereof as may be authorized by law, and the same are hereby levied upon all property subject to taxation within the municipality as that property is assessed and equalized for the current year, and for such purposes for the Village of Lincolnwood, Cook County, Illinois for the fiscal year beginning May 1, 2018 and ending April 30, 2019.

SECTION 2: That the Village Clerk shall make and file with the County Clerk of said County of Cook, on or before the last Tuesday in December, a duly certified copy of this ordinance.

SECTION 3: That the amount levied for each object is placed in a separate column under the heading "Amount to be Raised by Property Taxes", which appears over same being as follows, to wit:

PROPERTY TAX LEVY SUMMARY

<u>Purpose of Levy</u>	<u>Amount to be Raised by Property Taxes</u>
General Corporate	\$ 2,839,726
Playgrounds & Recreation	890,000
Special Recreation	110,000
Police Pension	<u>1,744,894</u>
TOTAL	<u>\$ 5,584,620</u>

SECTION 4: That if any section, subdivision, or sentence of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect after its adoption, as provided by law.

PASSED this ___ day of December, 2017, by the Board of Trustees of the Village of Lincolnwood, Cook County, Illinois.

Yeas: _____

Nays: _____

Absent: _____

APPROVED this ___ day of December, 2017.

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

ATTESTED AND FILED IN MY OFFICE

This ___ day of December, 2017

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



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

Fund / Department / Account	Amount Appropriated	Amount To Be Raised By Other Sources	Amount To Be Raised By Property Taxes
General Fund			
Village President and Board of Trustees			
Personnel Services			
Compensation			
Salary- Elected and Appointed Officials	\$ 42,000	0 \$	42,000
Wages- Full Time Hourly	15,000	15,000	0
Total Compensation	\$ 57,000	\$ 15,000	42,000
Benefits			
Employer FICA	\$ 3,550	100	3,450
Employer Medicare	830	150	680
Employer IMRF	3,845	3,845	0
Insurance- Group Life and AD&D	50	46	4
Insurance- Group Medical	1,400	1,000	400
Insurance- Group Dental	452	116	336
Insurance- Worker's Compensation	450	433	17
Total Benefits	\$ 10,577	5,690 \$	4,887
Total Personnel Services	\$ 67,577	20,690 \$	46,887
Contractual Services			
Professional Services			
Purchased Program Services	\$ 5,500	5,500	0
Other Professional Services	5,000	5,000	0
Total Contractual Services	\$ 10,500	10,500 \$	0
Commodities			
Intergovernmental Fees and Dues	10,000	10,000	0
Printing and Copying Services	13,000	13,000	0
Other Contractual	1,000	1,000	0
Books and Publications	30	30	0
Office Supplies	500	500	0
Other Materials and Supplies	2,500	2,500	0
Total Commodities	\$ 27,030	27,030 \$	0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Village President and Board of Trustees (cont.)			
Meetings and Travel			
Conference and Meeting Registration	700	700	0
Local Mileage, Parking and Tolls	400	400	0
Lodging	550	550	0
Meals	7,000	7,000	0
Purchased Transportation	200	200	0
Total Meetings and Travel	<u>\$ 8,850</u>	<u>\$ 8,850</u>	<u>0</u>
Village President and Board of Trustees Total	<u>\$ 113,957</u>	<u>\$ 67,070</u>	<u>46,887</u>



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

Fund / Department / Account	Amount To Be Raised By		Amount To Be Raised By
	Amount Appropriated	Other Sources	Property Taxes
General Fund			
Village Clerk			
Personnel Services			
Compensation			
Salary- Elected and Appointed	\$ 8,000	\$ -	\$ 8,000
Total Compensation	\$ 8,000	\$ -	\$ 8,000
Benefits			
Employer FICA	\$ 496	\$ 0	\$ 496
Employer Medicare	116	0	116
Insurance- Workers Compensation	240	0	240
Total Benefits	\$ 852	\$ 0	\$ 852
Total Personnel Services	\$ 8,852	\$ 0	\$ 8,852
Commodities			
Ordinance Codification	\$ 8,000	8,000	\$ 0
Printing and Copying Services	50	50	0
Total Commodities	\$ 8,050	8,050	\$ 0
Meetings and Travel			
Conference and Meeting Registration	\$ 150	\$ 150	\$ 0
Local Mileage, Parking and Tolls	50	50	0
Meals	100	100	0
Total Meetings and Travel	\$ 300	\$ 300	\$ 0
Village Clerk Total	\$ 17,202	8,350	\$ 8,852



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Village Manager			
Personnel Services			
Compensation			
Wages- Full Time Salaried	\$ 460,350	\$ 460,350	\$ 0
Wages- Full Time Hourly	60,000	60,000	0
Wages- Part Time Hourly	2,000	2,000	0
Deferred Compensation	13,000	13,000	0
Educational Stipend	4,600	4,600	0
Total Compensation	\$ 539,950	\$ 539,950	\$ 0
Benefits			
Employer FICA	\$ 3,000	\$ 3,000	\$ 0
Employer Medicare	8,000	8,000	0
Employer IMRF	56,000	56,000	0
Insurance- Group Life and AD&D	1,400	1,400	0
Insurance- Group Medical	54,000	54,000	0
Insurance- Group Dental	5,500	5,500	0
Insurance- Worker's Compensation	13,500	13,500	0
Total Benefits	\$ 141,400	\$ 141,400	\$ 0
Total Personnel Services	\$ 681,350	\$ 681,350	\$ 0
Contractual Services			
Other Professional Services	18,000	18,000	0
Total Contractual Services	\$ 18,000	\$ 18,000	\$ 0
Commodities			
Advertising	\$ 3,500	\$ 3,500	\$ 0
Printing and Copying Services	1,500	1,500	0
Professional Associations	4,100	4,100	0
Training	4,300	4,300	0
Other Contractual	43,000	43,000	0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Village Manager (cont.)			
Commodities (continued)			
Books and Publications	\$ 300	\$ 300	0
Office Supplies	1,200	1,200	0
Other Materials and Supplies	6,000	6,000	0
Total Commodities	\$ 63,900	\$ 63,900	0
Meetings and Travel			
Conference and Meeting Registration	\$ 4,000	\$ 4,000	0
Local Mileage, Parking and Tolls	9,500	9,500	0
Lodging	4,400	4,400	0
Meals	2,445	2,445	0
Purchased Transportation	1,000	1,000	0
Total Meetings and Travel	\$ 21,345	\$ 21,345	0
Village Manager Total	\$ 784,595	\$ 784,595	0



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

Fund / Department / Account	Amount Appropriated	Amount To Be Raised By	
		Other Sources	Property Taxes
General Fund			
Finance Department			
Personnel Services			
Compensation			
Wages- Full Time Salaried	\$ 216,000	\$ 216,000	\$ 0
Wages- Full Time Hourly	165,000	165,000	0
Wages- Seasonal Hourly	4,000	4,000	0
Wages- Overtime 1.5X	500	500	0
Educational Stipend	3,000	3,000	0
Total Compensation	\$ 388,500	\$ 388,500	0
Benefits			
Employer FICA	\$ 23,800	\$ 23,800	0
Employer Medicare	5,700	5,700	0
Employer IMRF	40,300	40,300	0
Insurance- Group Life and AD&D	1,200	1,200	0
Insurance- Group Medical	75,000	75,000	0
Insurance- Group Dental	6,200	6,200	0
Insurance- Worker's Compensation	11,000	11,000	0
Employee Benefit Plan Expenses	120,000	120,000	0
Total Benefits	\$ 283,200	\$ 283,200	0
Total Personnel Services	\$ 671,700	\$ 671,700	0
Contractual Services			
Liability Insurance	\$ 120,000	\$ 10,000	\$ 110,000
Audit	32,000	32,000	0
Consulting	2,500	2,500	0
Other Professional Services	2,500	2,500	0
Total Contractual Services	\$ 157,000	\$ 47,000	110,000
Commodities			
R & M- Communication Equipment	\$ 3,000	\$ 3,000	0
R & M- Office Equipment	22,500	22,500	0
Advertising	850	850	0
Printing and Copying Services	10,500	10,500	0
Professional Associations	1,100	1,100	0
Telephone	43,000	43,000	0
Training	1,200	1,200	0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Finance Department (continued)			
Commodities (continued)			
Books and Publications	300	300	0
Office Supplies	20,000	20,000	0
Postage	17,000	17,000	0
Bank & Credit Card Fees	8,000	8,000	0
Program Supplies	5,000	5,000	0
Total Commodities	\$ 132,450	\$ 132,450	0
Meetings and Travel			
Conference and registration	400	400	0
Local Mileage, Parking and Tolls	800	800	0
Lodging and meals	600	600	0
Purchased Transportation	600	600	0
Total Meetings and Travel	\$ 2,400	\$ 2,400	0
Finance Department Total	\$ 963,550	\$ 853,550	110,000



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Legal Department			
Contractual			
Legal- Litigation	\$ 30,000	\$ 30,000	\$ 0
Legal-Retainer	160,000	53,000	107,000
Legal- Review	105,000	100,000	5,000
Other Professional Services	55,000	30,000	25,000
Contractual Total	\$ 350,000	\$ 213,000	\$ 137,000
Legal Department Total	\$ 350,000	\$ 213,000	\$ 137,000



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Community Development Department			
Personnel Services			
Compensation			
Wages- Full Time Salaried	\$ 244,000	\$ 244,000	\$ 0
Wages-Full Time Hourly	110,000	110,000	0
Wages-Part Time Hourly	42,000	42,000	0
Educational Stipend	2,400	2,400	0
Total Compensation	\$ 398,400	\$ 398,400	0
Benefits			
Employer FICA	\$ 24,900	\$ 24,900	0
Employer Medicare	5,800	5,800	0
Employer IMRF	40,000	40,000	0
Insurance- Group Life and AD&D	1,100	1,100	0
Insurance- Group Medical	52,000	52,000	0
Insurance- Group Dental	4,500	4,500	0
Insurance- Worker's Compensation	8,300	8,300	0
Total Benefits	\$ 136,600	\$ 136,600	0
Total Personnel Services	\$ 535,000	\$ 535,000	0
Contractual Services			
Other Professional Services	300,000	240,000	60,000
Total Contractual Services	\$ 300,000	\$ 240,000	60,000
Commodities			
R&M- Office Equipment	400	400	0
R&M- Vehicles	1,000	1,000	0
Advertising	2,500	2,500	0
Printing & Copying Services	1,200	1,200	0
Professional Associations	1,800	1,800	0
Training	500	500	0



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Community Development Department (continued)			
Commodities (continued)			
Books and Publications	\$ 500	\$ 500	\$ 0
Fuel	300	300	0
Office Supplies	2,000	2,000	0
Other Materials and Supplies	5,000	5,000	0
Total Commodities	\$ 15,200	\$ 15,200	\$ 0
Meetings and Travel			
Conference and Meeting Registration	\$ 2,200	\$ 2,200	\$ 0
Local Mileage, Parking and Tolls	150	150	0
Lodging	2,500	2,500	0
Meals	700	700	0
Purchased Transportation	900	900	0
Total Meetings and Travel	\$ 6,450	\$ 6,450	\$ 0
Revenue Sharing			
Revenue Sharing Agreements	\$ 180,000	\$ 180,000	\$ 0
Revenue Sharing Total	\$ 150,000	\$ 150,000	\$ 0
Community Development Department Total	\$ 1,006,650	\$ 946,650	\$ 60,000



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Information Systems Department			
Contractual Services			
Consulting	\$ 75,000	\$ 75,000	\$ 0
Maintenance agreements	180,000	180,000	0
Data Processing	66,000	66,000	0
Total Contractual Services	\$ 321,000	\$ 321,000	0
Commodities			
Telephone	\$ 24,000	\$ 24,000	\$ 0
Training	5,800	5,800	0
Other Contractual	17,000	17,000	0
Computer Supplies	1,000	1,000	0
Total Commodities	\$ 47,800	\$ 47,800	0
Capital Outlays			
Equipment- Data Processing	\$ 100,000	\$ 100,000	\$ 0
Capital Outlays Total	\$ 100,000	\$ 100,000	0
Information Systems Department Total	\$ 468,800	\$ 468,800	0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Engineering Department			
Contractual			
Administration Engineer Costs	\$ 55,000	\$ 40,000	\$ 15,000
Building Engineering Costs	53,000	51,000	2,000
PW Admin Engineering Costs	63,000	58,000	5,000
Contractual Total	<u>\$ 171,000</u>	<u>\$ 149,000</u>	<u>\$ 22,000</u>
Engineering Department Total	<u>\$ 171,000</u>	<u>\$ 149,000</u>	<u>\$ 22,000</u>



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Police Department			
Personnel Services			
Compensation			
Wages- Full Time Salaried	\$ 275,000	\$ 275,000	\$ 0
Wages- Full Time Hourly	3,120,000	3,120,000	0
Wages- Part Time Hourly	91,000	91,000	0
Wages- Seasonal Hourly	21,000	21,000	0
Wages- Overtime 1.5X	360,000	360,000	0
Grant- Overtime	15,000	15,000	0
Educational Stipend	23,000	23,000	0
Uniform Allowance	22,000	22,000	0
Total Compensation	\$ 3,927,000	\$ 3,927,000	\$ 0
Benefits			
Employer FICA	\$ 26,500	\$ 26,500	\$ 0
Employer Medicare	55,000	55,000	0
Employer IMRF	41,000	41,000	0
Employer Police Pension (A)	2,216,000	471,106	1,744,894
Insurance- Group Life and AD&D	5,500	5,500	0
Insurance- Group Medical	485,000	485,000	0
Insurance- Group Dental	45,000	45,000	0
Insurance- Worker's Compensation	113,000	113,000	0
Total Benefits	\$ 2,987,000	\$ 1,242,106	\$ 1,744,894
Total Personnel Services	\$ 6,914,000	\$ 5,169,106	\$ 1,744,894
Contractual Services			
Animal Control	\$ 750	\$ 750	\$ 0
Other Professional Services	780,000	780,000	0
Total Contractual Services	\$ 780,750	\$ 780,750	\$ 0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Police Department (continued)			
Commodities			
R&M- Buildings	\$ 2,000	\$ 2,000	\$ 0
R&M- Communications Equipment	14,000	14,000	0
R&M- Vehicles	26,000	26,000	0
Advertising	250	250	0
Equipment Rental	200	200	0
Intergovernmental Fees & Dues	46,000	46,000	0
Printing and Copying Services	2,300	2,300	0
Professional Associations	1,800	1,800	0
Telephone	2,600	2,600	0
Training	26,000	26,000	0
Other Contractual	60,000	60,000	0
Ammunition and Range Supplies	13,000	13,000	0
Books and Publications	2,000	2,000	0
Computer Supplies	1,675	1,675	0
Fuel	50,000	50,000	0
Lubricants and Fluids	2,000	2,000	0
Office Supplies	2,000	2,000	0
Program Supplies	265,000	265,000	0
Total Commodities	\$ 516,825	\$ 516,825	\$ 0
Meetings and Travel			
Conference and Meeting Registration	\$ 5,600	\$ 5,600	0
Local Mileage, Parking and Tolls	5,000	5,000	0
Lodging	1,500	1,500	0
Meals	5,200	5,200	0
Total Meetings and Travel	\$ 17,300	\$ 17,300	\$ 0
Small Equipment and Vehicles			
Equipment- Vehicles	\$ 74,000	\$ 74,000	0
Small Equipment and Vehicles Total	\$ 74,000	\$ 74,000	\$ 0
Police Department Total	\$ 8,302,875	\$ 6,557,981	\$ 1,744,894

Note (A) Police Pension Levy



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Fire Department			
Personnel Services			
Compensation			
Wages- Full Time Hourly	\$ 65,000	\$ 65,000	\$ 0
Total Compensation	\$ 65,000	\$ 65,000	\$ 0
Benefits			
Employer FICA	\$ 4,000	\$ 4,000	\$ 0
Employer Medicare	940	940	0
Employer IMRF	6,800	6,800	0
Insurance- Group Life and AD&D	200	200	0
Insurance- Group Medical	6,600	6,600	0
Insurance- Group Dental	600	600	0
Insurance- Worker's Compensation	1,925	1,925	0
Total Benefits	\$ 21,065	\$ 21,065	\$ 0
Total Personnel Services	\$ 86,065	\$ 86,065	\$ 0
Contractual Services			
Fire Protection	\$ 2,868,000	\$ 1,300,000	\$ 1,568,000
Data Processing	2,000	2,000	0
Total Contractual Services	\$ 2,870,000	\$ 1,302,000	\$ 1,568,000
Commodities			
R&M- Buildings	\$ 1,500	\$ 1,500	\$ 0
R&M- Communications Equipment	11,500	11,500	0
R&M Fire and EMS Equipment	20,000	20,000	0
R&M- Vehicles	19,000	19,000	0
R&M- Other	1,000	1,000	0
Intergovernmental Fees & Dues	12,000	12,000	0
Printing and Copying Services	200	200	0
Professional Associations	2,600	2,600	0



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund (cont.)			
Fire Department (continued)			
Commodities (continued)			
Books and Publications	1,750	1,750	0
EMS Supplies	19,000	19,000	0
Firefighting Supplies	11,000	11,000	0
Fuel	17,000	17,000	0
Lubricants and Fluids	500	500	0
Office Supplies	2,000	2,000	0
Program Supplies	14,000	14,000	0
Repair Parts	9,000	9,000	0
Small Tools	1,000	1,000	0
Training Supplies	4,500	4,500	0
Other Materials and Supplies	8,000	8,000	0
Total Commodities	\$ 155,550	\$ 155,550	0
Capital Outlays			
Equipment- Other	30,000	30,000	0
Capital Outlays Total	\$ 30,000	\$ 30,000	0
Fire Department Total	\$ 3,141,615	\$ 1,573,615	1,568,000



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Public Works Administration			
Personnel Services			
Compensation			
Wages- Full Time Salaried	\$ 166,000	\$ 166,000	\$ 0
Wages- Full Time Hourly	58,000	58,000	0
Wages- Part Time Hourly	28,000	28,000	0
Wages- Overtime 1.5X	500	500	0
Educational Stipend	1,600	1,600	0
Total Compensation	\$ 254,100	\$ 254,100	0
Benefits			
Employer FICA	\$ 16,000	\$ 16,000	\$ 0
Employer Medicare	3,600	3,600	0
Employer IMRF	27,000	27,000	0
Insurance- Group Life and AD&D	660	660	0
Insurance- Group Medical	45,000	45,000	0
Insurance- Group Dental	4,000	4,000	0
Insurance- Worker's Compensation	7,500	7,500	0
Total Benefits	\$ 103,760	\$ 103,760	0
Total Personnel Services	\$ 357,860	\$ 357,860	0
Contractual Services			
Other Contract Labor	\$ 20,000	\$ 20,000	\$ 0
Animal Control	9,000	9,000	0
Total Contractual Services	\$ 29,000	\$ 29,000	0
Commodities			
R&M- Communications Equipment	\$ 700	\$ 700	\$ 0
R&M- Office Equipment	800	800	0
Advertising	200	200	0
Intergovernmental fees & dues	2,000	2,000	0
Printing and Copying Services	100	100	0
Professional Associations	800	800	0
Telephone	1,500	1,500	0
Training	750	750	0



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Public Works Administration (continued)			
Commodities (continued)			
Books and Publications	100	100	0
Fuel	250	250	0
Office Supplies	3,000	3,000	0
Program Supplies	6,300	6,300	0
Repair Parts	200	200	0
Green Initiatives	500	500	0
Total Commodities	\$ 17,200	\$ 17,200	0
Meetings and Travel			
Conference and meetings	300	300	0
Lodging and transportation	80	80	0
Meals	200	200	0
Total Meetings and Travel	\$ 580	\$ 580	0
Public Works Administration Total	\$ 404,640	\$ 404,640	0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Public Works Vehicle Division			
Personnel Services			
Compensation			
Wages- Full Time Hourly	\$ 150,000	\$ 150,000	\$ 0
Wages- Seasonal Hourly	21,500	21,500	0
Wages- Overtime 1.5X	3,950	3,950	0
Wages- Overtime 2X	1,200	1,200	0
Uniform Allowance	1,300	1,300	0
Total Compensation	\$ 177,950	\$ 177,950	\$ 0
Benefits			
Employer FICA	\$ 10,960	\$ 10,960	\$ 0
Employer Medicare	2,600	2,600	0
Employer IMRF	21,000	21,000	0
Insurance- Group Life and AD&D	470	470	0
Insurance- Group Medical	19,000	19,000	0
Insurance- Group Dental	1,830	1,830	0
Insurance- Worker's Compensation	5,400	5,400	0
Total Benefits	\$ 61,260	\$ 61,260	\$ 0
Total Personnel Services	\$ 239,210	\$ 239,210	\$ 0
Commodities			
R&M- Public Works Equipment	34,300	34,300	0
R&M- Vehicles	700	700	0
Professional Associations	100	100	0
Training	500	500	0
Books and Publications	100	100	0
Fuel	1,000	1,000	0
Lubricants and Fluids	1,200	1,200	0
Program Supplies	13,000	13,000	0



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Public Works Vehicle Division (continued)			
Commodities (continued)			
Total Commodities	\$ 50,900	\$ 50,900	\$ 0
Meetings and Travel			
Local Mileage, Parking and Tolls	200	200	0
Meals	150	150	0
Total Meetings and Travel	\$ 350	\$ 350	0
Public Works Vehicle Division Total	\$ 290,460	\$ 290,460	\$ 0



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Public Works Building Maintenance Division			
Personnel Services			
Compensation			
Wages- Full Time Hourly	\$ 90,800	\$ 90,800	\$ 0
Wages- Seasonal Hourly	13,500	13,500	0
Wages- Overtime 1.5X	8,000	8,000	0
Wages-Overtime 2X	1,650	1,650	0
Total Compensation	\$ 113,950	\$ 113,950	\$ 0
Benefits			
Employer FICA	\$ 7,060	\$ 7,060	\$ 0
Employer Medicare	1,620	1,620	0
Employer IMRF	13,300	13,300	0
Insurance- Group Life and AD&D	260	260	0
Insurance- Group Medical	31,600	31,600	0
Insurance- Group Dental	2,500	2,500	0
Insurance- Worker's Compensation	3,700	3,700	0
Total Benefits	\$ 60,040	\$ 60,040	\$ 0
Total Personnel Services	\$ 173,990	\$ 173,990	\$ 0
Contractual			
Janitorial	\$ 34,400	\$ 34,400	\$ 0
Total Contractual	\$ 34,400	\$ 34,400	\$ 0
Commodities			
R&M- Buildings	\$ 180,000	\$ 180,000	\$ 0
R&M- Vehicles	500	500	0
Equipment Rental	300	300	0
Fuel	500	500	0
Training	1,500	1,500	0
Landscaping Supplies	5,000	5,000	0
Program Supplies	21,000	21,000	0
Small Tools	1,500	1,500	0
Utilities- Government Buildings	23,500	23,500	0
Total Commodities	\$ 233,800	\$ 233,800	\$ 0
Public Works Building Maintenance Total	\$ 442,190	\$ 442,190	\$ 0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Public Works Street Maintenance Division			
Personnel Services			
Compensation			
Wages- Full Time Hourly	\$ 507,600	\$ 507,600	0
Wages- Seasonal Hourly	26,000	26,000	0
Wages- Overtime 1.5X	33,000	33,000	0
Wages- Overtime 2X	11,000	11,000	0
Uniform Allowance	3,700	3,700	0
Longevity Stipend	400	400	0
Total Compensation	\$ 581,700	\$ 581,700	0
Benefits			
Employer FICA	\$ 36,100	\$ 36,100	0
Employer Medicare	8,200	8,200	0
Employer IMRF	61,000	61,000	0
Insurance- Group Life and AD&D	900	900	0
Insurance- Group Medical	92,660	92,660	0
Insurance- Group Dental	7,600	7,600	0
Insurance- Worker's Compensation	17,500	17,500	0
Total Benefits	\$ 223,960	\$ 223,960	0
Total Personnel Services	\$ 805,660	\$ 805,660	0
Contractual			
Landscaping Services	\$ 66,000	\$ 66,000	0
Street Lights and Traffic Signals	30,000	30,000	0
Total Contractual	\$ 96,000	\$ 96,000	0
Refuse Services			
Garbage and Recycling	\$ 1,170,000	\$ 240,000	930,000
Total Refuse Services	\$ 1,170,000	\$ 240,000	930,000
Commodities			
R&M- Public Works Equipment	1,500	1,500	0
R&M- Vehicles	42,000	42,000	0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
General Fund			
Public Works Street Maintenance (continued)			
Commodities (continued)			
Training	\$ 3,200	\$ 3,200	0
Other Contractual	7,000	7,000	0
Fuel	24,000	24,000	0
Lubricants and Fluids	2,500	2,500	0
Landscaping Supplies	13,000	13,000	0
Program Supplies	28,000	28,000	0
Small Tools	19,000	19,000	0
Street Materials- Aggregate	16,000	16,000	0
Street Materials- Salt & Sand	66,000	66,000	0
Street Materials- Signs & Bar	8,000	8,000	0
Street Materials- Other	4,000	4,000	0
Utilities- Public Way	128,000	128,000	0
Total Commodities	\$ 362,200	\$ 362,200	0
Meetings and Travel			
Local Mileage, Parking and Tolls	100	100	0
Meals	100	100	0
Total Meetings and Travel	\$ 200	\$ 200	0
Capital Outlays			
Street System Construction/Imp	\$ 88,000	\$ 88,000	0
Total Capital Outlays	\$ 88,000	\$ 88,000	0
Public Works Street Maintenance Total	\$ 2,522,060	\$ 1,635,073	886,987
Total Corporate Purposes	\$ 18,979,594	14,394,974	4,584,620
Less: Amount for Police Pension Levy			1,744,894
Total Corporate Purposes			2,839,726



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Administration			
Personnel Services			
Compensation			
Wages- Full Time Salaried	\$ 172,000	\$ 13,000	\$ 159,000
Wages-Full Time Hourly	24,000	5,000	19,000
Wages- Part Time Hourly	49,300	10,000	39,300
Educational Stipend	1,750	1,000	750
Total Compensation	\$ 247,050	\$ 29,000	\$ 218,050
Benefits			
Employer FICA	\$ 15,600	\$ 7,500	\$ 8,100
Employer Medicare	3,600	1,750	1,850
Employer IMRF	27,000	12,000	15,000
Insurance- Group Life and AD&D	715	600	115
Insurance- Group Medical	11,000	3,000	8,000
Insurance- Group Dental	1,100	900	200
Insurance- Worker's Compensation	7,400	2,300	5,100
Total Benefits	\$ 66,415	\$ 28,050	\$ 38,365
Total Personnel Services	\$ 313,465	\$ 57,050	\$ 256,415
Commodities			
R&M- Office Equipment	7,500	2,500	5,000
Advertising	3,000	1,000	2,000
Printing and Copying Services	10,500	3,000	7,500
Professional Associations	2,850	1,000	1,850
Telephone	1,000	1,000	0
Training	500	250	250
Other Contractual	7,200	6,200	1,000



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Administration (continued)			
Commodities (continued)			
Office Supplies	6,000	4,000	2,000
Credit Card Charges	7,000	6,500	500
Stationery	3,200	2,000	1,200
Total Commodities	\$ 48,750	\$ 27,450	\$ 21,300
Meetings and Travel			
Conference and Meeting Registrations	\$ 7,200	\$ 4,600	\$ 2,600
Local Mileage, Parking and Tolls	1,000	1,000	0
Lodging	1,200	1,000	200
Meals	1,700	1,500	200
Total Meetings and Travel	\$ 11,100	\$ 8,100	\$ 3,000
 Parks and Recreation Administration Total	 \$ 373,315	 \$ 92,600	 \$ 280,715



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

Fund / Department / Account	Amount Appropriated	Amount To Be Raised By Other Sources	Amount To Be Raised By Property Taxes
Parks and Recreation Fund			
Parks and Recreation Park Maintenance Division			
Personnel Services			
Compensation			
Wages- Full Time Hourly	\$ 231,540	\$ 26,000	\$ 205,540
Wages- Seasonal Hourly	25,000	1,000	24,000
Wages- Overtime 1.5X	6,000	5,000	1,000
Wages- Overtime 2X	5,200	5,000	200
Uniform Allowance	2,250	2,000	250
Total Compensation	\$ 269,990	\$ 39,000	\$ 230,990
Benefits			
Employer FICA	\$ 16,700	\$ 4,895	\$ 11,805
Employer Medicare	3,900	1,200	2,700
Employer IMRF	29,000	7,000	22,000
Insurance- Group Life and AD&D	500	200	300
Insurance- Group Medical	68,500	23,000	45,500
Insurance- Group Dental	6,600	1,000	5,600
Insurance- Worker's Compensation	8,350	2,700	5,650
Total Benefits	\$ 133,550	\$ 39,995	\$ 93,555
Total Personnel Services	\$ 403,540	\$ 78,995	\$ 324,545
Contractual			
Contract Maintenance	\$ 35,000	\$ 10,000	\$ 25,000
Total Contractual	\$ 35,000	\$ 10,000	\$ 25,000
Commodities			
R&M- Buildings	\$ 2,000	\$ 1,000	\$ 1,000
R&M- Recreation Equipment	23,000	5,000	18,000
R&M- Vehicles	15,000	1,000	14,000
R&M- Other Equipment	1,000	1,000	0
Equipment Rental	600	100	500
Training	1,000	600	400
Fuel	12,000	3,000	9,000
Lubricants and Fluids	1,000	900	100
Landscaping Supplies	7,500	200	7,300
Program Supplies	74,000	50,000	24,000
Small Tools	5,000	2,843	2,157
Utilities- Government Building	3,300	3,000	300
Utilities- Public Way	500	200	300
Total Commodities	\$ 145,900	\$ 68,843	\$ 77,057
Capital Outlays			
Park Construction and Improvement	\$ 125,000	\$ 125,000	\$ 0
Total Capital Outlays	\$ 125,000	\$ 125,000	\$ 0
Parks and Recreation Park Maintenance Total	\$ 709,440	\$ 282,838	\$ 426,602



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Youth/Tot Program			
Personnel Services			
Compensation			
Wages- Part Time Hourly	\$ 5,000	\$ 5,000	\$ 0
Total Compensation	\$ 5,000	\$ 5,000	\$ 0
Benefits			
Employer FICA	\$ 320	\$ 320	\$ 0
Employer Medicare	80	80	0
Insurance- Workers Compensation	160	160	0
Total Benefits	\$ 560	\$ 560	\$ 0
Total Personnel Services	\$ 5,560	\$ 5,560	\$ 0
Commodities			
Purchased Program Services	\$ 7,000	\$ 7,000	\$ 0
Program Supplies	1,400	1,400	0
Total Commodities	\$ 8,400	\$ 8,400	\$ 0
Parks and Recreation Youth/Tot Program Total	\$ 13,960	\$ 13,960	\$ 0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Adult/Family Program			
Commodities			
Purchased Program Services	\$ 35,000	\$ 35,000	\$ 0
Advertising	200	200	0
Program Supplies	350	350	0
Total Commodities	<u>\$ 35,550</u>	<u>\$ 35,550</u>	<u>\$ 0</u>
Parks and Recreation Adult/Family Total	<u>\$ 35,550</u>	<u>\$ 35,550</u>	<u>\$ 0</u>



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Special Events			
Personnel Services			
Compensation			
Wages- Seasonal Hourly	\$ 1,000	\$ 1,000	\$ 0
Total Compensation	\$ 1,000	\$ 1,000	\$ 0
Benefits			
Employer FICA	\$ 65	\$ 65	\$ 0
Employer Medicare	15	15	0
Insurance- Workers Compensation	30	30	0
Total Benefits	\$ 110	\$ 110	\$ 0
Total Personnel Services	\$ 1,110	\$ 1,110	\$ 0
Commodities			
Purchased Program Services	\$ 25,000	\$ 25,000	\$ 0
Advertising	4,500	4,500	0
Printing and Copying Services	1,500	1,500	0
Concessions and Food	5,000	5,000	0
Program Supplies	4,500	4,500	0
Other materials & supplies	600	600	0
Total Commodities	\$ 41,100	\$ 41,100	\$ 0
Parks and Recreation Special Events Total	\$ 42,210	\$ 42,210	\$ 0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Athletic Program			
Personnel Services			
Compensation			
Wages- Seasonal Hourly	\$ 1,500	\$ 1,500	\$ 0
Total Compensation	\$ 1,500	\$ 1,500	\$ 0
Benefits			
Employer FICA	\$ 95	\$ 95	\$ 0
Employer Medicare	25	25	0
Insurance- Workers Compensation	45	45	0
Total Benefits	\$ 165	\$ 165	\$ 0
Total Personnel Services	\$ 1,665	\$ 1,665	\$ 0
Commodities			
Purchased Program Services	\$ 9,500	\$ 9,500	\$ 0
Program Supplies	100	100	0
Total Commodities	\$ 9,600	\$ 9,600	\$ 0
Parks and Recreation Athletic Total	\$ 11,265	\$ 11,265	\$ 0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Outdoor Recreation			
Commodities			
Purchased Program Services	\$ 1,000	\$ 1,000	\$ 0
Program Supplies	500	500	0
Total Commodities	<u>\$ 1,500</u>	<u>\$ 1,500</u>	<u>0</u>
Parks and Recreation Outdoor Recreation Total	<u>\$ 1,500</u>	<u>\$ 1,500</u>	<u>0</u>



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Park Patrol Security			
Personnel Services			
Compensation			
Wages- Seasonal Hourly	\$ 56,000	\$ 56,000	\$ 0
Total Compensation	\$ 56,000	\$ 56,000	\$ 0
Benefits			
Employer FICA	\$ 3,480	\$ 3,480	\$ 0
Employer Medicare	800	800	0
Insurance- Workers Compensation	1,650	1,650	0
Total Benefits	\$ 5,930	\$ 5,930	\$ 0
Total Personnel Services	\$ 61,930	\$ 61,930	\$ 0
Commodities			
Program Supplies	\$ 950	\$ 950	\$ 0
Total Commodities	\$ 950	\$ 950	\$ 0
Parks and Recreation Park Patrol Program Total	\$ 62,880	\$ 62,880	\$ 0



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Turkey Trot			
Personnel Services			
Compensation			
Wages- Full Time Salaried	\$ 6,900	\$ 6,900	\$ 0
Wages-Seasonal Hourly	7,700	7,700	0
Total Compensation	\$ 14,600	\$ 14,600	\$ 0
Benefits			
Employer FICA	905	905	0
Employer Medicare	210	210	0
Employer IMRF	1,610	1,610	0
Insurance- Group Life and AD&D	45	45	0
Insurance- Group Medical	1,230	1,230	0
Insurance- Group Dental	115	115	0
Insurance- Worker's Compensation	450	450	0
Total Benefits	\$ 4,565	\$ 4,565	\$ 0
Total Personnel Services	19,165	19,165	0
Purchased Program Services	\$ 9,900	\$ 9,900	\$ 0
Advertising	1,000	1,000	0
Equipment Rental	6,100	6,100	0
Printing and Copying Services	700	700	0
Awards	4,500	4,500	0
Concessions and Food	1,750	1,750	0
Program Supplies	25,000	25,000	0
Total Commodities	\$ 48,950	\$ 48,950	\$ 0
Parks and Recreation Turkey Trot Total	\$ 68,115	\$ 68,115	\$ 0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By</u>	
		<u>Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Club Kid Program			
Personnel Services			
Compensation			
Wages- Part Time Hourly	5,400	4,400	1,000
Wages- Seasonal Hourly	\$ 41,000	\$ 27,000	\$ 14,000
Total Compensation	\$ 46,400	\$ 31,400	\$ 15,000
Benefits			
Employer FICA	\$ 2,900	\$ 220	\$ 2,680
Employer Medicare	680	60	620
Insurance- Workers Compensation	1,392	170	1,222
Total Benefits	\$ 4,972	\$ 450	\$ 4,522
Total Personnel Services	\$ 51,372	\$ 31,850	\$ 19,522
Commodities			
Purchased Program Services	\$ 5,400	\$ 5,000	\$ 400
Telephone	750	500	250
Concessions and Food	3,500	3,000	500
Program Supplies	1,000	900	100
Other Materials and Supplies	400	200	200
Total Commodities	\$ 11,050	\$ 9,600	\$ 1,450
Parks and Recreation Club Kid Program Total	\$ 62,422	\$ 41,450	\$ 20,972



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Day Camp Program			
Personnel Services			
Compensation			
Wages- Full-time	\$ 63,000	\$ 61,000	\$ 2,000
Wages-Part Time Hourly	4,300	3,000	1,300
Wages- Seasonal Hourly	176,000	158,000	18,000
Total Compensation	\$ 243,300	\$ 222,000	\$ 21,300
Benefits			
Employer FICA	\$ 15,100	\$ 14,700	\$ 400
Employer Medicare	3,500	3,000	500
Employer- IMRF	7,900	7,800	100
Insurance-group medical	7,930	6,500	1,430
Insurance-group dental	600	500	100
Insurance- Workers Compensation	7,300	6,000	1,300
Total Benefits	\$ 42,330	\$ 38,500	\$ 3,830
Total Personnel Services	\$ 285,630	\$ 260,500	\$ 25,130
Commodities			
Purchased Program Services	\$ 24,000	\$ 24,000	\$ 0
Facility Rental	1,300	1,300	0
Telephone	1,300	1,300	0
Training	1,000	1,000	0
Other Contractual	2,000	2,000	0
Concessions and Food	6,000	6,000	0
Credit Card Charges	1,500	1,500	0
Transportation	24,000	24,000	0
Program Supplies	13,000	13,000	0
Total Commodities	\$ 74,100	\$ 74,100	\$ 0
Parks and Recreation Day Camp Program Total	\$ 359,730	\$ 334,600	\$ 25,130



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Softball Program			
Commodities			
Awards	\$ 2,500	2,500 \$	0
Program Supplies	7,000	7,000	0
Total Commodities	<u>\$ 9,500</u>	<u>\$ 9,500</u>	<u>0</u>
Parks and Recreation Softball Program Total	<u>\$ 9,500</u>	<u>\$ 9,500</u>	<u>0</u>



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Tennis Program			
Commodities			
Purchased Program Services	\$ 7,700	\$ 7,700	0
Total Commodities	<u>\$ 7,700</u>	<u>\$ 7,700</u>	<u>0</u>
Parks and Recreation Tennis Program Total	<u>\$ 7,700</u>	<u>\$ 7,700</u>	<u>0</u>



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Pool Program			
Personnel Services			
Compensation			
Wages- full-time	\$ 66,000	\$ 21,000	\$ 45,000
Wages- Seasonal Hourly	245,000	184,000	61,000
Total Compensation	\$ 311,000	\$ 205,000	\$ 106,000
Benefits			
Employer FICA	\$ 19,300	\$ 17,000	\$ 2,300
Employer Medicare	4,500	3,600	900
Employer IMRF	7,800	5,000	2,800
Insurance- group medical	8,787	7,000	1,787
Insurance- group dental	700	300	400
Insurance- Worker's Compensation	9,400	8,900	500
Total Benefits	\$ 50,487	\$ 41,800	\$ 8,687
Total Personnel Services	\$ 361,487	\$ 246,800	\$ 114,687
Commodities			
Purchased Program Services	\$ 14,900	\$ 14,900	0
R&M- Buildings	37,000	37,000	0
Printing and Copying Services	500	500	0
Telephone	500	500	0
Training	2,000	2,000	0
Awards	100	100	0
Chemicals- Swimming Pool	34,000	34,000	0
Computer Supplies	11,000	11,000	0
Concessions and Food	375	375	0
Merchandise for Resale	100	100	0
Office Supplies	375	375	0
Postage	50	50	0
Credit Card Charges	9,000	9,000	0
Program Supplies	11,500	11,500	0
Repair Parts	5,000	5,000	0
Training Supplies	1,000	1,000	0
Utilities- Government Building	12,500	12,500	0
Total Commodities	\$ 139,900	\$ 139,900	\$ 0
Metings and Travel			
Conference and meetings registration	\$ 500	\$ 500	\$ 0
Lodging, meals and transportation	700	700	0
Purchahsed transportation	700	700	0
Total Meetings and Travel	\$ 1,900	\$ 1,900	\$ 0
Parks and Recreation Pool Program Total	\$ 503,287	\$ 388,600	\$ 114,687



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Swim Lesson Program			
Personnel Services			
Compensation			
Wages- Seasonal Hourly	\$ 16,000	\$ 15,000	\$ 1,000
Total Compensation	\$ 16,000	\$ 15,000	\$ 1,000
Benefits			
Employer FICA	\$ 1,000	\$ 900	\$ 100
Employer Medicare	232	132	100
Insurance- Workers Compensation	480	350	130
Total Benefits	\$ 1,712	\$ 1,382	\$ 330
Total Personnel Services	\$ 17,712	\$ 16,382	\$ 1,330
Commodities			
Program Supplies	200	200	0
Training Supplies	200	200	0
Total Commodities	\$ 400	\$ 400	\$ 0
Parks and Recreation Swimming Lessons Total	\$ 18,112	\$ 16,782	\$ 1,330



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Swim Team Program			
Personnel Services			
Compensation			
Wages- Seasonal Hourly	\$ 18,000	\$ 17,000	\$ 1,000
Total Compensation	\$ 18,000	\$ 17,000	\$ 1,000
Benefits			
Employer FICA	\$ 1,116	\$ 920	\$ 196
Employer Medicare	261	200	61
Insurance- Workers Compensation	540	440	100
Total Benefits	\$ 1,917	\$ 1,560	\$ 357
Total Personnel Services	\$ 19,917	\$ 18,560	\$ 1,357
Commodities			
Purchased Program Services	\$ 1,500	\$ 1,500	\$ 0
Concessions and Food	300	300	0
Program Supplies	6,000	6,000	0
Total Commodities	\$ 7,800	\$ 7,800	\$ 0
Parks and Recreation Swim Team Total	\$ 27,717	\$ 26,360	\$ 1,357



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Pool Concessions			
Personnel Services			
Compensation			
Wages- Seasonal Hourly	\$ 34,000	\$ 22,500	\$ 11,500
Total Compensation	\$ 34,000	\$ 22,500	\$ 11,500
Benefits			
Employer FICA	\$ 2,200	\$ 1,300	\$ 900
Employer Medicare	495	350	145
Insurance- Workers Compensation	1,030	700	330
Total Benefits	\$ 3,725	\$ 2,350	\$ 1,375
Total Personnel Services	\$ 37,725	\$ 24,850	\$ 12,875
Commodities			
Beverages	\$ 1,500	\$ 1,500	\$ 0
Supplies	500	500	0
Concessions & food	31,000	31,000	0
Total Commodities	\$ 33,000	\$ 33,000	\$ 0
Parks and Recreation Concessions Total	\$ 70,725	\$ 57,850	\$ 12,875



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Seniors Program			
Personnel Services			
Compensation			
Wages- Part-time	6,500	2,000	4,500
Total Compensation	\$ 6,500	\$ 2,000	\$ 4,500
Benefits			
Employer FICA	\$ 403	\$ 220	\$ 183
Employer Medicare	94	50	44
Insurance- Workers Compensation	195	160	35
Total Benefits	\$ 692	\$ 430	\$ 262
Total Personnel Services	\$ 7,192	\$ 2,430	\$ 4,762
Commodities			
Purchased Programs Services	\$ 14,000	\$ 14,000	\$ 0
Subsidized Taxi Program	2,000	2,000	0
Concessions and Food	2,200	2,200	0
Program Supplies	20,000	20,000	0
Total Commodities	\$ 38,200	\$ 38,200	\$ 0
Parks and Recreation Seniors Program Total	\$ 45,392	\$ 40,630	\$ 4,762



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Community Center Program			
Personnel Services			
Compensation			
Wages- Part Time Hourly	\$ 14,000	\$ 13,000	\$ 1,000
Total Compensation	\$ 14,000	\$ 13,000	\$ 1,000
Benefits			
Employer FICA	\$ 870	\$ 500	370
Employer Medicare	200	100	100
Insurance- Worker's Compensation	420	320	100
Total Benefits	\$ 1,490	\$ 920	570
Total Personnel Services	\$ 15,490	\$ 13,920	1,570
Contractual			
Janitorial	\$ 6,100	\$ 6,100	0
Total Contractual	\$ 6,100	\$ 6,100	0
Commodities			
Advertising	\$ 200	\$ 200	0
Facility rental	11,000	11,000	0
Program Supplies	2,800	2,800	0
Total Commodities	\$ 14,000	\$ 14,000	0
Parks and Recreation Community Center Total	\$ 35,590	\$ 34,020	1,570
Total Parks and Recreation	\$ 2,458,410	\$ 1,586,410	890,000



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Parks and Recreation Fund			
Parks and Recreation Special Recreation			
Commodities			
Purchased Program Services	\$ 135,000	\$ 25,000	\$ 110,000
Total Commodities	<u>\$ 135,000</u>	<u>\$ 25,000</u>	<u>\$ 110,000</u>
Parks and Recreation Special Recreation	<u>\$ 135,000</u>	<u>\$ 25,000</u>	<u>\$ 110,000</u>
Total Special Recreation Total	<u>\$ 140,000</u>	<u>\$ 30,000</u>	<u>\$ 110,000</u>



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Motor Fuel Tax Fund			
Consulting	\$ 168,000	168,000 \$	0
Street System Construction/Improvements	1,000,000	1,000,000	0
Street Lights and Traffic Signals	24,000	24,000	0
Motor Fuel Tax Fund Total	\$ 1,192,000	\$ 1,192,000 \$	0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Transportation Improvement Fund			
Engineering	\$ 35,000	\$ 35,000	0
Street lights' improvements	50,000	50,000	0
Transportation Improvement Fund Total	\$ 85,000	\$ 85,000	0



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
NEID TIF Fund			
Contractual			
Audit	\$ 1,500	\$ 1,500	\$ 0
Other Professional Services	16,000	16,000	0
Total Compensation	\$ 17,500	\$ 17,500	0
Sharing			
Community Development Grants	\$ 50,000	\$ 50,000	\$ 0
Total Sharing	\$ 50,000	\$ 50,000	0
Capital Overlay			
Engineering	\$ 100,000	\$ 100,000	\$ 0
Land Acquisition and Improvement	1,345,000	1,345,000	0
Total Capital Overlay	\$ 1,445,000	\$ 1,445,000	0
NEID TIF Fund Total	\$ 1,512,500	\$ 1,512,500	0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Devon-Lincoln TIF Fund			
Land Acquisition and Improvement	300,000	300,000	0
Devon-Lincoln TIF Fund Total	\$ 300,000	\$ 300,000	0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Lincoln-Touhy TIF Fund			
Consulting	5,000	5,000	0
Lincoln-Touhy TIF Fund Total	\$ 5,000	\$ 5,000	0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Debt Service Fund			
Fiscal Charges	\$ 600	\$ 600	\$ 0
Principal- Cook County Loan	198,000	198,000	0
Principal-Illinois Finance Authority	12,500	12,500	0
Debt Service Fund Total	\$ 211,100	\$ 211,100	0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount to Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
PEP Fund			
PEP Grants	\$ 50,000	\$ 50,000	\$ 0
PEP Fund Total	\$ 50,000	\$ 50,000	\$ 0



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
ROW Bike Path Fund			
Engineering/Construction	\$ 200,000	\$ 200,000	\$ 0
ROW Bike Path Fund Total	\$ 200,000	\$ 200,000	\$ 0



Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Private Water Line Assistance Fund			
Assistance Grants	\$ 25,000	\$ 25,000	\$ 0
Private Water Line Assistance Fund	\$ 25,000	\$ 25,000	\$ 0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By</u>	
		<u>Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Water and Sewer Fund			
Contractual Services			
Data Processing	\$ 25,000	\$ 25,000	\$ 0
Total Contractual Services	\$ 25,000	\$ 25,000	\$ 0
Commodities			
Printing and Copying Services	\$ 500	\$ 500	\$ 0
Professional Associations	500	500	0
Telephone	9,000	9,000	0
Training	500	500	0
Books and Publications	150	150	0
Postage	21,000	21,000	0
Total Commodities	\$ 31,650	\$ 31,650	\$ 0
Personnel Services			
Compensation			
Wages- Full Time Hourly	\$ 552,000	\$ 552,000	\$ 0
Wages- Seasonal Hourly	26,000	26,000	0
Wages- Overtime 1.5X	24,500	24,500	0
Wages- Overtime 2X	15,500	15,500	0
Educational Stipend	1,400	1,400	0
Uniform Allowance	3,200	3,200	0
Longevity Stipend	1,300	1,300	0
Total Compensation	\$ 623,900	\$ 623,900	\$ 0
Benefits			
Employer FICA	\$ 38,700	\$ 38,700	\$ 0
Employer Medicare	9,050	9,050	0
Employer IMRF	64,500	64,500	0
Insurance- Group Life & AD & D	1,300	1,300	0
Insurance- Group Medical	124,000	124,000	0
Insurance- Group Dental	10,000	10,000	0
Insurance- Workers Compensation	18,700	18,700	0
Total Benefits	\$ 266,250	\$ 266,250	\$ 0
Total Personnel Services	\$ 890,150	\$ 890,150	\$ 0
Commodities			
Consulting	\$ 600,000	\$ 600,000	\$ 0
Other Professional Services	63,000	63,000	0
R&M- Buildings	6,000	6,000	0
R&M- Communications Equipment	500	500	0



**Village of Lincolnwood
Property Tax Levy Ordinance
Tax Year 2017**

<u>Fund / Department / Account</u>	<u>Amount Appropriated</u>	<u>Amount To Be Raised By Other Sources</u>	<u>Amount To Be Raised By Property Taxes</u>
Water and Sewer Fund			
Commodities (continued)			
R&M- Vehicles	30,000	30,000	0
R&M- Water System Equipment	55,000	55,000	0
Equipment Rental	1,200	1,200	0
Training	1,500	1,500	0
Other Contractual	50,000	50,000	0
Chemicals- Water System	3,000	3,000	0
Fuel	15,000	15,000	0
Lubricants and Fluids	2,500	2,500	0
Landscaping and Supplies	1,000	1,000	0
Program Supplies	11,500	11,500	0
Small Tools	20,000	20,000	0
Street Materials- Aggregate	15,000	15,000	0
Street Materials- Other	3,000	3,000	0
Utilities- Government Building	3,000	3,000	0
Utilities- Public Way	27,000	27,000	0
Water Purchases	2,335,800	2,335,800	0
Water System Supplies	10,000	10,000	0
Water System Repair Parts	56,000	56,000	0
Green Initiatives	500	500	0
Total Commodities	\$ 3,310,500	\$ 3,310,500	0
Debt Service			
Principal & interest payments	\$ 680,000	\$ 680,000	0
Total Debt Service	\$ 680,000	\$ 680,000	0
Capital Outlays			
Building Acquisitions/Construction	\$ 100,000	\$ 100,000	0
Total Capital Outlays	\$ 100,000	\$ 100,000	0
Water and Sewer Fund Total	\$ 5,037,300	\$ 5,037,300	0

CERTIFICATE OF COMPLIANCE

PURSUANT TO SECTION 18-90 OF THE TRUTH IN TAXATION LAW

I, Barry I. Bass, hereby certify that I am the duly elected presiding officer of the Village of Lincolnwood, Cook County, Illinois, and as such presiding officer I certify that the Tax Levy Ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance, with the provisions of Section 18-60 of the Truth-In-Taxation Law ("Law")(35 ILCS 200/18-60). This section has been complied with in that more than twenty (20) days prior to adoption of the Tax Levy Ordinance for the Tax Year 2017, the Board of Trustees of the Village determined that the amount of money estimated to be necessary to be raised by *ad valorem* property taxation for the 2017 Tax Year upon the taxable property in the Village would be \$5,584,620, which sum is 102.1% of the amount which has been extended upon the levy of the 2016 Tax Year.

Accordingly, Section 18-60 of the Law has been complied with as stated above. Compliance with sections 18-65, 70, 75, 80, and 85 of the Law is not required as the attached levy for the 2017 tax year and the foregoing determination is not more than 105% of the amount extended upon the final aggregate levy for the 2016 Tax Year.

Signature of Presiding Officer

Date



CERTIFICATION

I, Beryl Herman, do hereby certify that I am the duly elected Village Clerk for the Village of Lincolnwood. I am the keeper of the records and seal of the Village of Lincolnwood.

I further certify that the attached Ordinance 2017-_____adopting the tax levy for the Village of Lincolnwood for the Village for Tax Year 2017 ("Ordinance"), is a true, correct and complete copy of the Ordinance as adopted and entered upon the Village records by the Village of Lincolnwood Board of Trustees at its duly constituted meeting on the fifth day of December, 2017.

Given under my hand and the seal of the Village of Lincolnwood at Lincolnwood, Illinois on this 5th day of December, 2017.

(Seal)

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

Village of Lincolnwood

Real Estate Tax Levy
Tax Year 2017

Cook County
CPI Tax Cap
for 2016
0.70%

Cook County
CPI Tax Cap
for 2017
2.10%

	Actual Tax Year 2015 Tax Levy	% Increase	Computed Tax Year 2016 Tax Levy	% Increase	Computed Tax Year 2017 Tax Levy	Increase/ (Decrease)
<u>EAV</u>	<u>566,183,876</u>		<u>658,065,848</u>			
<u>Tax Levy</u>						
Corporate	2,912,481	93.77%	2,731,115	103.98%	2,839,726	108,611
Police Pension	1,519,252	114.14%	1,738,640	1.00360%	1,744,894	6,254
Special Recreation	110,000	100.00%	110,000	100.00%	110,000	-
Play Grounds & Rec	890,000	100.00%	890,000	100.00%	890,000	-
Total Levy	<u>5,431,733</u>	100.70%	<u>5,469,755</u>	102.10%	<u>5,584,620</u>	114,865
Add: Loss Amount Added by County	<u>162,952</u>	100.70%	<u>164,093</u>	102.10%	<u>167,539</u>	
Total Tax Extension	<u>5,594,685</u>	100.70%	<u>5,633,848</u>	102.10%	<u>5,752,159</u>	

Request For Board Action

REFERRED TO BOARD: December 5, 2017

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Zoning Board of Appeals in Case #ZB-11-17 to Deny a Variation Request Regarding Existing Non-Conforming Fences in the Corner Side Yard and Interior Side Yard of 6454 North Kimball Avenue and in the Interior Side Yard of 6450 North Kimball Avenue

This request was also tabled at the October 17, 2017 and November 7, 2017 Village Board meetings at the request of the Petitioner.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Aaron Kraft, property owner of 6454 North Kimball Avenue, on behalf of himself and David Goldberg, property owner of 6450 North Kimball Avenue, seeks a Variation to allow existing non-conforming fences on each property to remain in place. (Mr. Goldberg authorized Mr. Kraft to act as the Petitioner on his behalf since the non-compliant fences were installed as the result of an improvement to Mr. Kraft's property.)

In January 2015, Building Permit #150003 was issued for 6454 North Kimball Avenue for a second floor addition. During the course of construction, some existing fences were damaged on both 6454 North Kimball Avenue and 6450 North Kimball Avenue. A separate contractor was hired to replace the fences but did so without procuring a new fence permit or ensuring that the installed fences met the Village's zoning or building standards. The non-conforming fences include the following:

- A six-foot-tall solid fence along the corner side lot line of 6454 North Kimball Avenue which is non-compliant because it is taller than four feet and not at least 33% open;
- A six-foot-tall solid fence in the interior side yard of 6454 North Kimball Avenue which is non-compliant because it is taller than four feet and not at least 50% open; and
- A six-foot-tall solid fence in the interior side yard of 6450 North Kimball Avenue which is non-compliant because it is taller than four feet and not at least 50% open.



Non-compliant corner side yard fence at 6454 North Kimball Avenue



Non-compliant interior side yard fences at 6450 and 6454 North Kimball Avenues

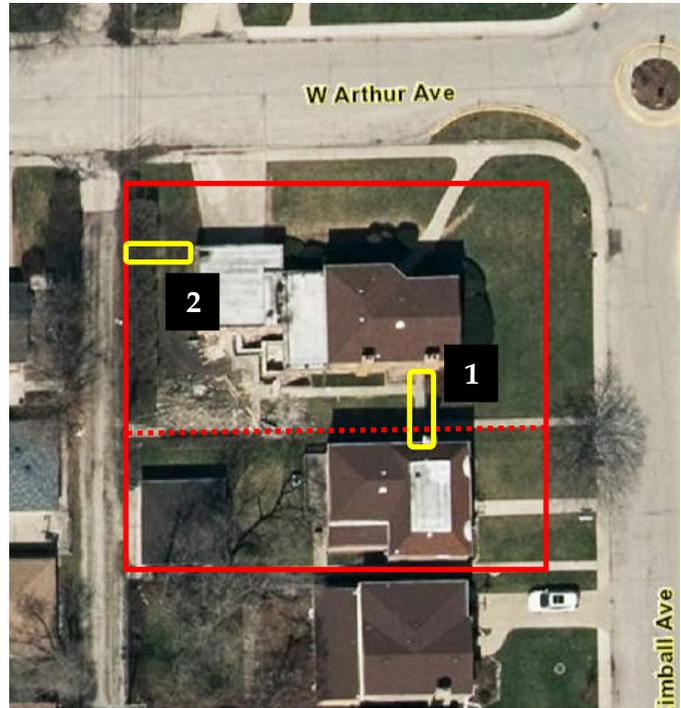
In his application for a Variation, the Petitioner noted several characteristics that increase the amount of public vehicular and pedestrian traffic adjacent to his property. The characteristics include the alley along the west property line, a bus stop location for schools and camps that attracts children and parents to the intersection, and the traffic circle that results in areas where people frequently pull over to make phone calls or park while taking care of other tasks.

Requested Zoning Action

Allowing the existing non-conforming fences to remain in place would require relief from two regulations found in the Zoning Ordinance:

Section 3.13(11)c states that *“open fences of all types allowed by this regulation not more than four feet in height are allowed in side yards.”* The zoning ordinance defines an *“open fence”* as *“a fence including gates, which has, over its entirety, no less than 50% of the surface area in open space as viewed from an angle of 90°, from the fence line.”* The fences near the front facades of 6450 and 6454 North Kimball Avenues, indicated as #1 on the graphic to the right, are located in the side yard and are subject to this regulation. However, each existing fence is six-feet tall and is considered a *“solid”* fence.

Section 3.13(11)h states that *“on a corner lot open and semiprivate fences not more than four feet in height may be erected in a corner side yard but only to a line which is perpendicular to the rear face of the residence and shall align with the front facing facade.”* Based on this regulation, the fence must be at least 33% open. The fence to the west of the garage at 6454 North Kimball Avenue, indicated as #2 on the graphic above, is located along the corner side yard. However, the fence is six-feet tall and is considered a *“solid”* fence.



- 1) **Non-compliant side yard fences**
- 2) **Non-compliant corner side yard fences**

Public Hearing

Chairman O'Brien swore in the Petitioner, Mr. Aaron Kraft, of 6454 North Kimball Avenue.

Petitioner Aaron Kraft reiterated his family's safety as the main reason for requesting relief from the Zoning Code. Mr. Kraft noted that there were other corner lots with non-compliant fences in the Village. However, Commissioner Hussain stated that the fences on other properties could have been installed before the current Zoning Codes were adopted.

Chairman O'Brien asked Mr. Kraft to define his specific hardship. Mr. Kraft stated his hardships include lack of privacy, safety for his children, and religious reasons as it requires his wife to be fully observant of religious customs since she is in view of the public.

Chairman O'Brien asked if anyone in the audience would like to address the Zoning Board of Appeals regarding this issue. Mr. Hatzopoulos, 6446 North Kimball Avenue, asked for clarification as to what fence was under consideration. Upon being satisfied with the clarification, he had no other comments.

Commissioner Keller questioned Mr. Kraft regarding the chronology of events leading up to the installation of the solid fence and stated that not knowing a permit is required is not a reason to ask for a Variation. Mr. Kraft replied that not knowing a permit was required was not part of his stated hardship. Chairman O'Brien agreed with Commissioner Keller that Mr. Kraft's stated hardships are typical of corner lots. Chairman O'Brien commented that landscaping could provide the screening he seeks. Mr. Kraft agreed that landscaping could provide privacy but cannot solve the safety issues.

Zoning Board of Appeals Recommendation

Generally, the Zoning Board of Appeals felt that a hardship had not been demonstrated and standards for a Variation had not been met. A motion recommending denial of the Variation request was unanimously passed by a vote of 6-0. (Commissioner Nickell recused himself from this case due to a third party relationship with the Petitioner.)

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. September 27, 2017 Zoning Board of Appeals Minutes Excerpt
2. September 27, 2017 Staff Report to Zoning Board of Appeals
3. Public Hearing Variation Application
4. Petitioner Photographs of 6450 and 6454 North Kimball Avenues
5. Plat of Survey for 6454 North Kimball Avenue
6. Relevant Code Standards
7. October 17, 2017 Village Board Meeting PowerPoint Presentation

RECOMMENDED MOTION:

Move to concur with a recommendation by the Zoning Board of Appeals to deny a Variation request that would allow existing non-conforming fences to remain in the corner side yard and interior side yard of 6454 North Kimball Avenue, and in the interior side yard of 6450 North Kimball Avenue, and to direct the Village Attorney to draft a Resolution supporting this motion.



DRAFT MEETING MINUTES
OF THE
ZONING BOARD OF APPEALS
SEPTEMBER 27, 2017 – 7:00 P.M.

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

MEMBERS PRESENT:

Chairman Kathy O'Brien
Paul Grant
Paul Heller (Arrived after Call to Order)
Rizwan Hussain
Martina Keller
Chris Nickell
Kirill Vorobeychik (Arrived after Call to Order)

MEMBERS ABSENT:

STAFF PRESENT:

Doug Hammel, AICP, Community Development Manager

I. Call to Order

Chairman O'Brien noted a quorum of five members and called the meeting to order at 7:00 p.m.

II. Pledge of Allegiance

III. Approval of Minutes

Motion to approve the August 16, 2017 Zoning Board of Appeals Minutes was made by Commissioner Grant and seconded by Commissioner Keller.

Aye: Grant, Keller, Hussain, Nickell, and O'Brien

Nay: None

Motion Approved: 5-0

IV. Case #ZB-11-17: 6450 and 6454 North Kimball Avenue – Fence Variations

Chairman O'Brien announced Case #ZB-11-17 for consideration of a request by Aaron Kraft, property owner of 6454 North Kimball Avenue, and David Goldberg, property owner of 6450 North Kimball Avenue, to allow existing non-compliant fences to remain in place in the side

yard of each property and in the rear yard of 6454 North Kimball Avenue. The requested approval requires the following Variations: 1) to allow a six-foot-tall wooden fence in the side yard and rear yard at 6454 North Kimball Avenue; 2) to allow solid fences in a residential district at 6454 North Kimball Avenue; 3) to allow a six-foot-tall wooden fence in the side yard at 6450 North Kimball Avenue; and 4) to allow a solid fence in a residential district at 6450 North Kimball Avenue. Development Manager Hammel noted that Mr. Kraft would also be representing Mr. Goldberg in this case.

Commissioner Nickell recused himself from this case due to a business relationship with one of the Petitioners.

Development Manager Hammel stated the property at 6454 North Kimball Avenue received a building permit for an addition in 2015 which resulted in damage to fences on both properties which were subsequently replaced without a building permit. The definitions for open fences and semi-private fences were presented for review.

The corner side yard of 6454 North Kimball Avenue has a six-foot-tall solid fence where a four-foot-tall semi-private fence is permitted. The interior side yards of both 6450 and 6454 North Kimball Avenue have a six-foot-tall solid fence where a four-foot-tall semi-private fence is permitted. Considerations for relief expressed by the Petitioners include security, privacy, and protection from vehicular noise and traffic.

The Standards for Granting Variations and precedent cases were presented for review and discussion. No public comment was received regarding this request.

Petitioner Aaron Kraft reiterated his family's safety as the main reason for requesting relief from the Zoning Code. Mr. Kraft noted that there were other corner lots with non-compliant fences in the Village. Chairman O'Brien asked Mr. Kraft to define his specific hardship. Mr. Kraft stated his hardships include lack of privacy, safety for his children, and religious reasons as it requires his wife to be fully observant of religious customs since she is in view of the public.

Chairman O'Brien asked if anyone in the audience would like to address the Zoning Board of Appeals regarding this issue.

Mr. Hatzopoulos, 6446 North Kimball Avenue, asked for clarification as to what fence was under consideration.

Commissioner Keller questioned Mr. Kraft regarding the chronology of events leading up to the installation of the solid fence and stated that not knowing a permit is required is not a reason to ask for a Variation. Mr. Kraft replied that not knowing a permit was required was not part of his stated hardship. Chairman O'Brien agreed with Commissioner Keller that Mr. Kraft's stated hardships are typical of corner lots. Chairman O'Brien commented that landscaping could provide the screening he seeks. Mr. Kraft agreed that landscaping could provide privacy but cannot solve the safety issues.

Commissioner Hussain asked Mr. Kraft if he was compensated by the contractors for the fence damage. Mr. Kraft replied he was not compensated. Commissioner Hussain spoke to Mr.

Kraft's testimony about other properties with solid fences in that these fences may have been installed before the current Zoning Codes were adopted. Commissioner Hussain also mentioned there are child safety latches which Mr. Kraft can install on his gate to address the safety issue.

Commissioner Heller asked Mr. Kraft if he has tried to contact the contractor who installed the fence. Mr. Kraft replied that he has tried multiple times to contact them without success.

Motion to recommend denial of the proposed fence Variation in Case #ZB-11-17 was made by Commissioner Keller and seconded by Commissioner Grant. This motion will be heard at the October 17, 2017 Village Board meeting.

Aye: Keller, Grant, Heller, Hussain, Vorobeychik, and O'Brien

Nay: None

Abstained: Nickell

Motion Approved: 6-0

V. Case #ZB-12-17: 3620 West North Shore Avenue – Building Coverage Variation

Chairman O'Brien announced Case #ZB-12-17 for consideration of a request by Andrew Venamore, Petitioner, on behalf of Van Huynh, property owner, to allow the construction of a garage that would exceed the overall permitted building coverage to 36.6% rather than the 35% permitted by the Zoning Code.

Development Manager Hammel stated the proposed two-car garage requires a Variation to allow for total building coverage greater than 35 percent. The existing total building coverage is 1,694-square feet or 34.2 percent, and the Petitioner is proposing a two-car garage which would increase the total building coverage to 1,813-square feet or 36.6 percent. This proposed increase would have minimal impact on neighboring properties, is compliant with all other Code requirements, and would enhance the aesthetics along North Shore Avenue.

The Standards for Granting Variations and precedent cases were presented for review and discussion. No public comment was received regarding this request.

Mr. Venamore stated the owner's request is to replace the existing one-car garage with a standard two-car garage. The current garage is in disrepair and cannot be used for vehicular storage. The homeowner is asking for a Variation as a basic two-car garage could not be built without the 1.6% increase in lot coverage.

Chairman O'Brien asked if anyone in the audience would like to address the Zoning Board of Appeals regarding this issue. Let the record state that no one came forward.

Chairman O'Brien stated that, in the past, the Zoning Board of Appeals has deemed that a two-car garage is the minimum standard.



Zoning Board of Appeals Staff Report

Case #ZB-11-17

September 27, 2017

Subject Property:
6450 and 6454 North Kimball Avenue

Zoning District: R-3, Residential

Petitioner: Aaron Kraft, property owner of 6454 North Kimball, on behalf of his property and David Goldberg, property owner of 6450 North Kimball Avenue

Requested Action: Variations to allow existing non-conforming fences to remain in the side yards of each property and in the rear yard of 6454 North Kimball Avenue



Nature of Request: The Petitioner seeks a Variation to allow existing non-conforming fences on each property to remain in place. The fences require the following Variations: 1) to allow a six-foot-tall wooden fence in the side yard and rear yard at 6454 North Kimball Avenue; 2) to allow solid fences in a residential district at 6454 North Kimball Avenue; 3) to allow a six-foot-tall wooden fence in the side yard at 6450 North Kimball Avenue; and 4) to allow a solid fence in a residential district at 6450 North Kimball Avenue.

Notification: Notice was published in the Lincolnwood Review on September 7, 2017, a Public Hearing Sign installed at 6450 and 6454 North Kimball Avenues, and Legal Notices were mailed on September 6, 2017 to properties within 250 feet.

Relevant History

In January 2015, a building permit (permit #150003) was issued for 6454 North Kimball Avenue for a second floor addition. During the course of construction, some existing fences were damaged on both 6454 North Kimball Avenue and 6450 North Kimball Avenue. The contractor suggested replacing the fences, but did so without procuring a new fence permit or ensuring that the installed fence met the Village's zoning or building standards.



Non-compliant corner side yard fence at 6454 North Kimball Avenue

The installed fences include the following:

- A six-foot-tall solid wood fence along the rear property line of 6454 North Kimball Avenue, which is permitted due to its location along an alley;
- A six-foot-tall solid fence along the corner side lot line of 6454 North Kimball Avenue, which is non-compliant because it is taller than four feet and less than 33% open;
- A six-foot-tall solid fence in the interior side yard of 6454 North Kimball Avenue, which is non-compliant because it is taller than four feet and less than 50% open; and
- A six-foot-tall solid fence in the interior side yard of 6450 North Kimball Avenue, which is non-compliant because it is taller than four feet and less than 50% open.



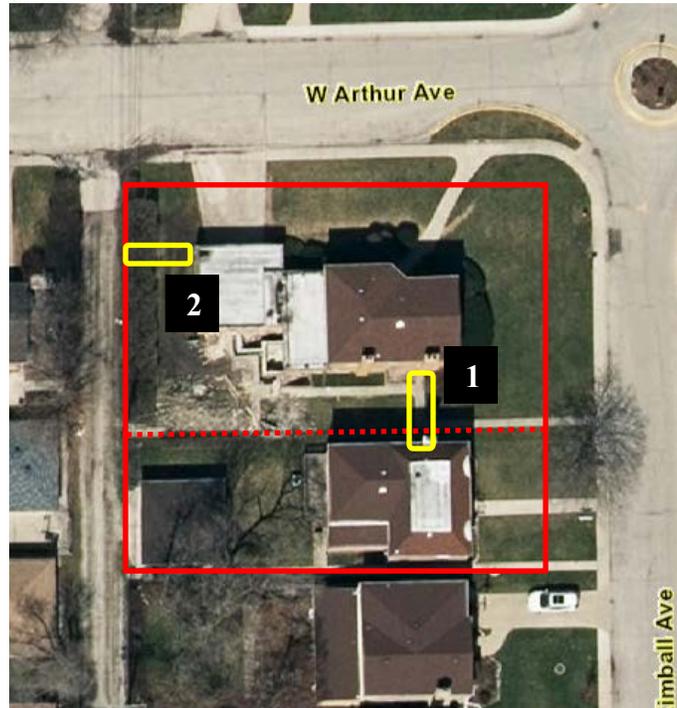
Non-compliant interior side yard fences at 6450 and 6454 North Kimball Avenues

In November 2016, the Petitioner submitted a fence permit application in order to be compliant with Village procedures. However, the application was denied because the design characteristics of the installed fence, which were the basis for the fence characteristics described in the fence permit application, are not compliant with the Village Zoning Ordinance.

Requested Relief:

The Petitioner is seeking relief from two regulations contained within the Village’s zoning ordinance.

Section 3.13(11)c states that “open fences of all types allowed by this regulation not more than four feet in height are allowed in side yards.” The zoning ordinance defines an “open fence” as “a fence including gates, which has, over its entirety, no less than 50% of the surface area in open space as viewed from an angle of 90°, from the fence line.” The fences near the front facades of 6450 and 6454 North Kimball Avenues, indicated as #1 on the graphic to the right, are located in the side yard and are subject to this regulation. However, each fence is six-feet tall and is considered a “solid” fence.



- 1) Non-compliant side yard fences
- 2) Non-compliant corner side yard fences

Section 3.13(11)h states that “on a corner lot open and semiprivate fences not more than four feet in height may be erected in a corner side yard but only to a line which is perpendicular to the rear face of the residence and shall align with the front facing facade.” Based on this regulation, the fence must be at least 33% open.

The fence to the west of the garage at 6454 North Kimball Avenue, indicated as #2 on the graphic above, is located along the corner side yard. However, the fence is six-feet tall and is considered a “solid” fence.

Petitioner Considerations:

In his application for the requested Variation, the Petitioner cited the need for safety and privacy as the primary impetus for the request. In addition to the desire for a general sense of privacy, the Petitioner noted several characteristics that increase the amount of public vehicular and pedestrian traffic adjacent to his property. The characteristics include the alley along the west property line, a bus stop location for schools and camps that attracts children and parents to the intersection, and the traffic circle that results in areas where people frequently pull over to make phone calls or park while taking care of other tasks.

Variation Standards

Section 5.15(7) Major Variations of the Village Zoning Ordinance identifies eight standards related to this case to be used in determining “whether in a specific case there are practical difficulties or particular hardships in the way of carrying out the strict letter of this Zoning Ordinance.” These Standards are provided as an attachment to this report.

Public Comment

The Village has received no public comment regarding this case.

Conclusion

The Petitioner is seeking zoning relief to allow an existing non-conforming fence to remain in the north and south side yards. This request is based on several factors including the location of external utilities, accessibility to and the ability to screen trash bins, and the aesthetic character of neighboring fences.

Related Variation Requests Considered Since 2011

Cases with some relevance to this request are summarized below. These cases relate to requests for existing non-compliant fences to remain, or fences in corner side yards of a more “solid” nature or taller height than what is allowed. These have been included because they are cases that pertain to fences visible from the public street.

6850 North Lowell Avenue (2017)

The property owner sought approval to maintain an existing fence that was installed in a non-compliant manner at the property commonly known as 6850 North Lowell Avenue. The fence was installed as part of a larger improvement, but did not meet standards for openness or setback from the front façade. Through the course of ZBA deliberations, the request was modified to include a Variation from the openness requirements for fences along the side lot line, but not for the fences parallel to the front façade of the home. The request maintained the Variation regarding setback from the front façade of the home. The ZBA found that relocating the fence to meet the required setback would expose utilities and trash totes. Ultimately, the fences along the side lot lines were permitted to remain as installed, while the fences parallel to the front façade of the home were required to be replaced with a 50% open design.

ZBA Recommendation: Approval of the modified Variation request by a 3-1 vote

6546 North Sauganash Avenue (2013)

The property owner sought approval of a new fence at the property commonly known as 6546 North Sauganash Avenue. The property owner installed the fence without a permit and received a citation for the illegal fence. In response, the property owner sought Village approval for the desired fence. The fence was a six-foot-tall board-on-board design located in the corner side yard.

ZBA Recommendation: Denial of the Variation request by a 6-0 vote

6402 North Kolmar Avenue (2012)

The property owner sought approval to replace an existing fence at 6402 North Kolmar Avenue. The existing fence had fallen into disrepair and the property owner wished to install a five-foot-high board-on-board fence in the same location as the existing fence. During deliberation, the ZBA asked that the Petitioner provide additional natural screening along the fence and additional foundation to ensure its integrity in the wind. Despite these conditions being agreed to by the property owner, the request was not approved.

ZBA Recommendation: Denial of the Variation request by a 3-2 vote

Documents Attached

1. Zoning Variation Application
2. Petitioner Photographs of 6450 and 6454 North Kimball Avenue
3. Plat of Survey for 6454 North Kimball Avenue
4. Relevant Code Standards



SUBJECT PROPERTY

Property Address: 6454 N Kimball Ave

Permanent Real Estate Index Number(s): 10-35-421-014-0000

Zoning District: R4 Lot Area: 8558

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.

Area, attached garage

Are there existing development restrictions affecting the property? ___ Yes No

(Examples: previous Variations, conditions, easements, covenants) If yes, describe: _____

REQUESTED ACTION

- Variation - Residential
- Variation - Non-Residential
- Variation - Off-Street Parking
- Variation - Design Standards

- Variation - Signs/Special Signs
- Minor Variation
- Other

PROJECT DESCRIPTION

Describe the Request and Project: 6 ft. privacy fence

PROPERTY OWNER/PETITIONER INFORMATION

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

Name: Aaron Kraft

Address: 6454 N Kimball Ave

Telephone: (201) 937-2110 Fax: () n/c E-mail: aaron@kraft@gmail.com

Petitioner: (if Different from Owner)

Name: _____ Relationship to Property: _____

Address: _____

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

NOTICE OF REASONABLE ACCOMMODATION PROCESS

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

VARIATION STANDARDS

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

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

see attached answers to all questions

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

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

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

VARIATION STANDARDS (Continued)

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

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

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

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

1. The stated purpose of the Zoning Ordinance acknowledges that fences are a means to achieve safety, privacy and should be aesthetically pleasing. My variation request is being made in order to provide adequate safety and privacy for my property and the residents thereof by means of a fence that is also aesthetically pleasing. Furthermore, there are numerous properties (addresses and pictures can be provided upon request) in the Zoning District that have similar fences to the one being requested in this variation application, which indicates that the request is certainly in harmony with the norms in this Zoning District.
2. Following the strict letter of the Zoning Ordinance would result in particular hardship for a number of reasons generally related to the rights of privacy and safety. The strict application of the ordinance (as it was explained to me by the development office staff) would require that the majority of the back yard be exposed to the street (both car and pedestrian traffic). This denies the residents of this property privacy and creates a potential safety hazard in that young children playing in the yard would be visible to passersby as well as more easily distracted by happenings in the street. This is of particular hardship in that the proximity of the alley (abutting the property and across the street from the property) has proven to bring more people to the vicinity of the yard as neighbors and/or others congregate in the alley to access and or work in garages etc. The more regular presence of people in the alleys results in less privacy and greater need for a variance to allow for a private fence on all open sides of the yard.

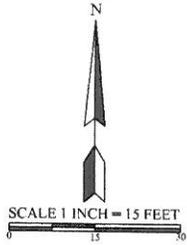
Moreover, the corner where this property is located is used as a bus pick-up and drop-off location for schools and camps. This results in children, young adults as well as parents and guardians congregating (to be picked up or waiting for those being dropped off) around this property. It is burdensome for a resident in his or her yard to be subject to the invasion of privacy by those waiting for the bus at different points in the day.

Lastly, there is a traffic circle at this corner with a small alcove in which it is convenient for vehicles to pull over to make phone calls etc. This results in higher likelihood that strangers will be right outside of the property and therefore able to see into the yard without adequate privacy being provided by a fence.

3. These hardships are not necessarily applicable to other similar properties in the Zoning District. Many corner properties do not actually have back yards that are large enough for use by the property's residents. This makes the need for privacy in such lots moot. Some lots that have similar sized yards and similar concerns for privacy actually do have fences similar to the one being requested, evidencing that this variation request is justified and necessary. And it is worth noting that even these properties with more private fences do not share all of the above listed considerations (and still have more private fencing).

4. The variation is not for the purpose of enhancing the value of or increasing the revenue from the property.
5. The difficulty or hardship has not been created by any person presently having an interest in the property. In fact, the hardships described above are not created by any one particular individual, but rather a result of the conditions on the ground.
6. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements to the neighborhood.
7. The variation is the minimum change to the Zoning Ordinance necessary to alleviate the hardships. There is a need for privacy and safety. The only way to achieve that safely is with a privacy fence six feet in height as is being requested. Any alternative option would not sufficiently provide the privacy or safety that Lincolnwood residents are fortunate enough to enjoy. Shorter fences do not provide adequate privacy. Even if hedges would also be utilized, they do not provide full privacy and having a short fence is not safe as young children can easily reach the latch and open the fence (from either the inside or the outside, which means that even if residing children do not open latch neighboring children who are outside might).
8. The proposed variation will not impair supply of light or air to adjacent property or increase the danger of fire or endanger public safety or diminish property values. It is a fence that impacts the property requesting the variation only and does nothing more than provide adequate privacy and safety to the residents of this property allowing them to utilize their backyard like any other resident of Lincolnwood.

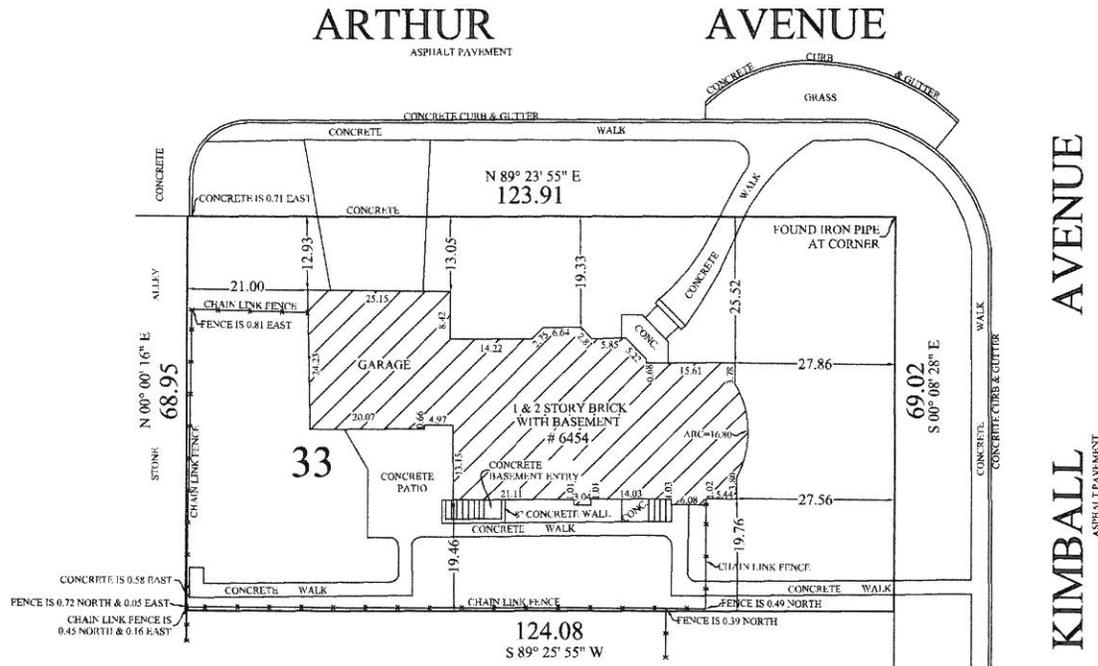




PLAT OF SURVEY

-BY-
SAMBORSKI, MATTIS, INC.
 LAND SURVEYORS
 4332 OAKTON STREET SKOKIE, IL 60076
 PH: (847) 674- 7373 FX: (847) 674-7385
 OF

LOT 33 IN DEVON-KIMBALL MANOR SUBDIVISION BEING A
 SUBDIVISION OF THE WEST 1/2 OF BLOCK 2 AND ALL OF BLOCK 3
 IN ENDERS AND MUNRO'S SUBDIVISION OF PART OF THE SOUTH
 1/2 OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 35,
 TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
 MERIDIAN, IN COOK COUNTY, ILLINOIS.



Order No. : 68-14

Ordered By: RAY FLEISCHER & FOX

P.I.N. : 10-35-421-014-0000

Property Address: 6454 KIMBALL, LINCOLNWOOD

Measurements are shown in feet and decimals and are correct at 68 degrees Fahrenheit.

Note:

1. Please check Legal Description with Deed and report any discrepancies immediately.
2. Compare all points before building by same and report any discrepancies as such.
3. Building lines, if any, shown hereon are building lines shown on the recorded subdivision plat.
4. Consult local authorities for building lines established by local ordinance.
5. No dimensions are to be assumed by scaling.
6. Coordinate and Bearing Datums are assumed unless otherwise noted.
7. R = Record Dimension M = Measured Dimension

STATE OF ILLINOIS)
 COUNTY OF COOK) SS

This is to certify that this Professional Service conforms to the current Illinois Minimum Standards
 of Practice applicable to boundary surveys. Field work completed this 30th day of JULY, A.D. 2014.

Michael J. Mattis Illinois Professional Land Surveyor No. 2104
 Illinois Professional Land Survey Firm No. 184-00779

License expires 11/30/2014
 ©2014 Samborski, Mattis, Inc.

Attachment #3: Relevant Code Sections

Section 2.02. Definitions

FENCE, OPEN or OPEN FENCE: A fence including gates, which has, over its entirety, no less than 50 percent of the surface area in open space as viewed from an angle of 90 degrees, from the fence line. Examples include, but are not limited to: chain link; wrought iron; picket; Kentucky rail; or split rail.

FENCE, SEMIPRIVATE or SEMIPRIVATE FENCE: A fence which is not a solid fence nor an open fence, and including, without limitation, shadow box and louvered fences; provided, however, that "semi-private fence" does not include any louvered fence for which (i) the gaps between the fence boards are less than 50 percent of the board width; (ii) the angle of the boards exceeds a fifty-degree angle, from horizontal or vertical; or (3) it is possible to see from one side of the fence through to the other side.

Section 3.13(11) Fence types and height in residential districts.

- c. Open fences of all types allowed by this regulation not more than four feet in height are allowed in side yards.
- h. On a corner lot open and semi-private fences not more than four feet in height may be erected in a corner side yard but only to a line which is perpendicular to the rear face of the residence and shall align with the front facing facade.

Section 5.15 Major Variations

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

- a. The requested Major Variation is consistent with the stated intent and purposes of this Zoning Ordinance and the Comprehensive Plan;
- b. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced;
- c. The conditions upon which the petition for the Variation is based would not be applicable generally to other property within the same zoning district;
- d. The Variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property;
- e. The alleged difficulty or hardship has not been created by any person presently having an interest in the property;
- f. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;
- g. The Variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property; and
- h. The proposed Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Case #ZB-11-17

Fence Variations

Fence Heights and Solid Fences

6450 and 6454

North Kimball Avenue

Regulatory Context

- R3 Residential
- 2015 Building Permit for 6454 N Kimball resulted in damaged fences
- Fences on both properties were replaced without a permit



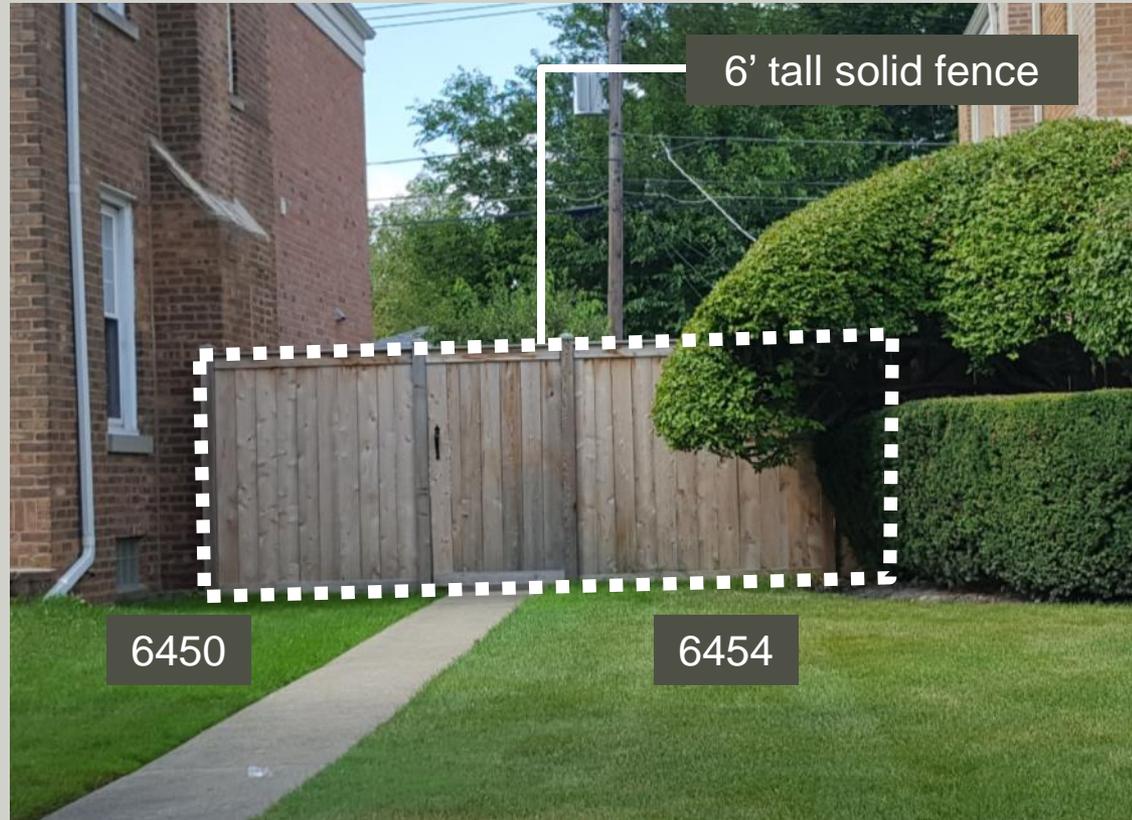
Existing Fences

- Corner side yard of 6454 N Kimball
- 6'-tall solid fence
 - 4'-tall “semi-private” permitted



Existing Fences

- Interior side yards of 6450 and 6454 N Kimball
- 6'-tall solid fence
 - 4'-tall “open” permitted



Required Variations

- Section 3.13(11)c
 - “**Open fences** of all types allowed by this regulation **not more than four feet in height** are allowed in side yards.”
 - 6'-tall solid fences are *not* permitted in interior side yards
- Section 3.13(11)h
 - “On a corner lot **open and semiprivate fences not more than four feet in height** may be erected in a corner side yard...”
 - 6'- tall solid fences are *not* permitted in corner side yards

Petitioner Considerations

- General sense of safety and privacy
- Alley along the west property line generates additional traffic
- Local bus stops
- Traffic circle and curbside vehicular standing areas



Precedent Cases

6850 North Lowell (2017)

- 4'-tall semi-private fences along side yards and near front façade of the home
- Request modified through ZBA deliberations
 - Fences along front façade required to come into compliance as an “open” fence, but location could remain
- ZBA ***recommended approval*** of the modified variation request (3-1)
- Village Board concurred (6-0)

Precedent Cases

6402 North Kolmar (2012)

- Replacement of a 5'-tall solid fence in the corner side yard
- ZBA imposed a condition for additional landscape screening, but then ***recommended denial*** of the variation (3-2)
- Village Board approved the request (6-0) with the condition that it be screened by arborvitae

6546 North Sauganash (2013)

- 6'-tall solid fence in the corner side yard
- ZBA ***unanimously recommended denial*** of the variation (6-0)
- No record of Village Board action (request may have been withdrawn)

ZBA Discussion

- Public Hearing held on September 27
 - ZBA failed to find a hardship based on the considerations presented by the Petitioner
 - ZBA stated that landscaping could be used to provide privacy
 - Petitioner stated that landscaping would not provide desired level of security
 - ZBA found that the standards for a Variation had not been met

ZBA unanimously recommended denial (6-0 vote) of the requested Variations

Requested Action

- *Move to concur*

with the recommendation of the Zoning Board of Appeals to deny the requested Variations for fence height and openness

- Direct Village Attorney to draft a Resolution supporting this motion

Request For Board Action

REFERRED TO BOARD: December 5, 2017

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Zoning Board of Appeals to Adopt an Ordinance in Case #ZB-13-17 Approving Variations Related to Illumination, Setback, and the Number of Monument Signs at 3401-3501 Northeast Parkway

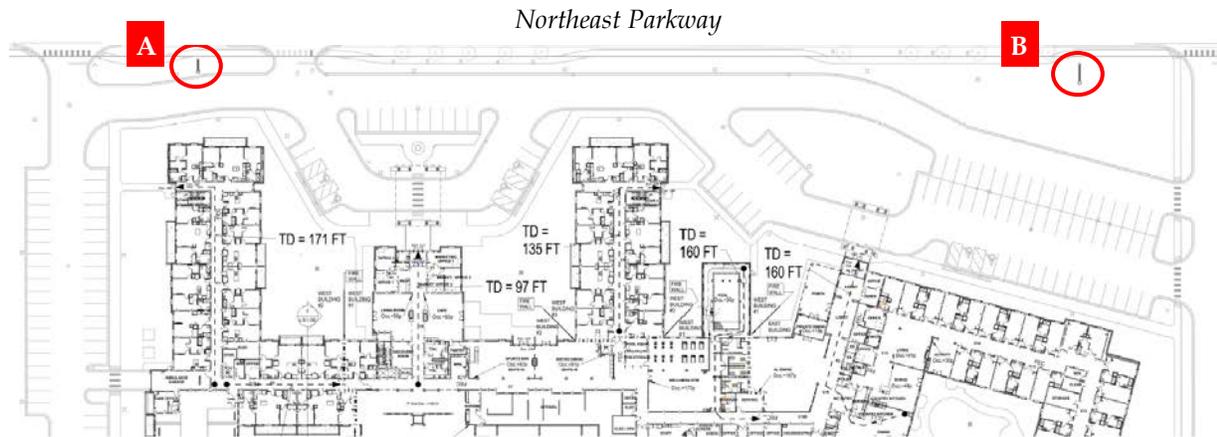
SUMMARY AND BACKGROUND OF SUBJECT MATTER:

SBPL Lincolnwood, LLC, Property Owner, seeks Variations to allow the installation of a third monument sign on the property at 3401-3501 Northeast Parkway (The Carrington). The requested Variations, which relate to the number of monument signs on the property and their respective setbacks from property lines, would result in two distinct approvals. First, they would provide formal zoning entitlement for two already installed signs along Northeast Parkway. Secondly, they would allow for an additional proposed sign at the Pratt Avenue entrance. The proposed sign at the Pratt Avenue entrance, which is considered a service entrance, would encourage visitors to use the entrances along Northeast Parkway.



Installed Monument Signs Along Northeast Parkway

In 2015, CenterPoint Properties, the prior owner of the subject property, was granted approval of a Special Use Permit and Variation related to the construction of a senior housing campus, known as the Carrington. (The Special Use allowed for a residential use in the MB Zoning District, and the Variation allowed for parking in the front yard of the property. No special approvals were related to signage on the property.) Subsequently, the property owner submitted plans for approval from the Community Development Department. The approved plans, dated October 24, 2016, indicate the locations of two monument signs along Northeast Parkway. However, the Village Zoning Ordinance permits each lot to have only one monument sign and requires that all monument signs be located at least ten feet from external property lines. Village staff was unable to find any documentation stating that the property owner had received formal zoning approval for two monument signs in their current locations. The Variations currently requested would formalize approval of the two monument signs that are already installed along Northeast Parkway by allowing more than one monument sign on the lot and allowing them to be located closer than ten feet from the exterior lot line.

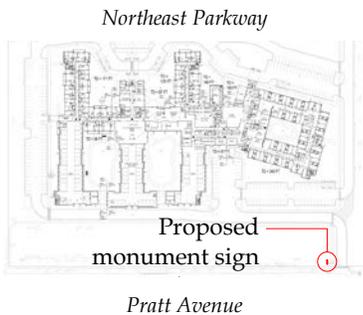


Approved Development Plan Indicating Two Monument Signs

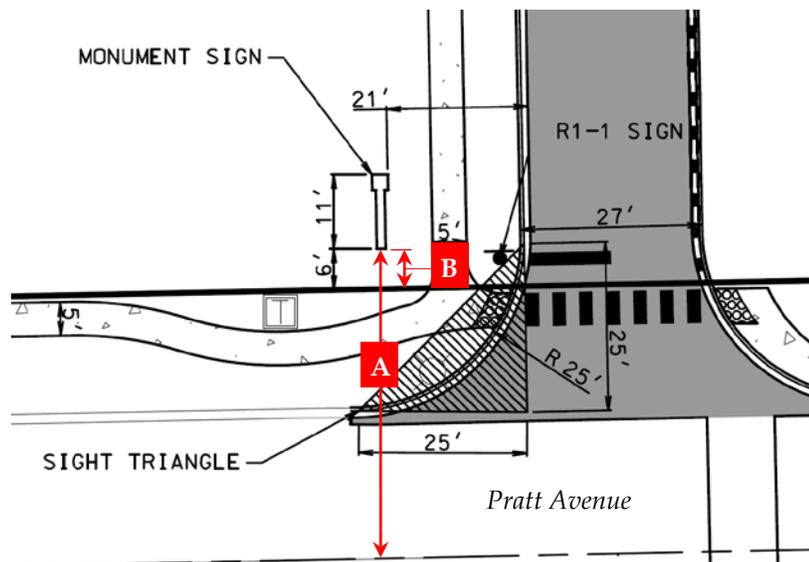
Sign "A", the westernmost sign, as indicated on the site plan above, is located 1.05 feet from the north lot line. Sign "B", the easternmost sign, is located 4.73 feet from the north lot line.

Proposed Pratt Avenue Monument Sign

The requested Variations would allow for a third monument sign to be installed near the Pratt Avenue entrance. According to the Petitioner, the proposed monument sign would be used to guide visitor traffic to the Northeast Parkway entrances, as the Pratt Avenue entrance is intended to be used for service vehicles. As indicated in plans submitted by the Petitioner, the sign would be located six feet from the south lot line, rather than ten feet as required by the Code. The sign would be approximately 46 feet from the R-4 Zoning District, which abuts the MB Zoning District along the centerline of Pratt Avenue. The Zoning Ordinance requires a setback of 75 feet from a residential zoning district for illuminated signs. (The sign would be approximately 91 feet from the closest lot in the R-4 Zoning District.) The proposed sign would be compliant with all other regulations, including those related to preservation of a sight triangle, illumination levels at the property line, and landscaping around the base of the sign.



Site Location Map



Proposed Sign Characteristics and Required Relief

- A. 46 feet from R4 Residential zoning district (75 feet required)
- B. 6 feet from property line (10 feet required)

Requested Zoning Action

Allowing the two installed monument signs to remain and a new sign along Pratt Avenue to be installed would require relief from two regulations found in the Zoning Ordinance:

- Section 11.04(1)i.1 of the Village Zoning Ordinance that states that no more than one monument sign is permitted per lot. The requested relief from this regulation would allow both of the monument signs to remain along Northeast Parkway as well as the installation of a new monument sign at the Pratt Avenue entrance;
- Section 11.07(5) of the Village Zoning Ordinance prohibits an illuminated freestanding sign within 75 feet of a Residential Zoning District. The proposed sign would be approximately 46 feet from the boundary of the R-4 District, and approximately 91 feet from the nearest lot in the R-4 District; and
- Section 11.04(1)v of the Village Zoning Ordinance that requires a minimum setback of ten feet from any exterior property line for monument signs. The installed signs along Northeast Parkway encroach upon that required setback, as they have setbacks of 1.05 feet and 4.73 feet, and the site plan for the proposed Pratt Avenue monument sign indicates a setback of six feet.

Public Hearing

Chairman O'Brien swore in Mr. Adam Arnold, representing South Bay Developers, speaking on behalf of Pete Robinson, Hall Construction, and Stephen Kennerly, the Carrington.

Mr. Arnold reiterated that the Pratt Avenue monument sign is intended to redirect travelers to the primary entrances on Northeast Parkway. He stated that landscaping would draw additional attention to the sign and make it look like a regular entrance. Commissioner Nickell asked what the sign would say and how it would be illuminated. Mr. Arnold stated that the sign copy had not been designed yet, but it would indicate that the main entrance is on Northeast Parkway, and the sign would be uplit similar to the signs on Northeast Parkway. Commissioner Nickell stated that he did not have an issue with the request with the exception of the landscaping.

Commissioner O'Brien stated that she had concerns about allowing the existing signs to remain at their current setback since the Petitioner never received formal zoning approval. She also stated a concern that the same type of sign at Pratt Avenue would make it seem like a public entrance. Mr. Arnold demonstrated how the on-site traffic flow and prominence of the Northeast Parkway entrances will encourage travelers to enter from Northeast Parkway. Commissioner Hussain supports the idea of directional signage at Pratt Avenue to alleviate confusion, but does not feel there is a demonstrated hardship related to the request for no landscaping to be required. Mr. Arnold stated that it would not be difficult to meet the landscaping requirements, and is willing to do so if requested by the Commission.

Commissioner Keller stated concerns regarding illumination and impacts on residents. Mr. Arnold stated that they will direct the lights appropriately to eliminate glare on residential properties, and that he is willing to turn off the lights earlier than required by Code. Commissioner Hussain clarified that there has been no input from the public regarding this request, so he is not concerned about the hours of illumination.

Commissioners expressed concerns about the proposed location of the Pratt Avenue monument sign as it relates to the existing sidewalk. Mr. Arnold suggested that the sign could be moved slightly to the north to increase the visibility of the sidewalk as motorists exit the site on to Pratt Avenue. Through deliberations, the Commission and Petitioner agreed that a six-foot setback from the property line would be appropriate as it would still allow visibility of the sign from the street without pushing it too far up the berm along Pratt Avenue.

Zoning Board of Appeals Recommendation

The Zoning Board of Appeals separated the Petitioner's request into two distinct motions.

Regarding the existing signs along Northeast Parkway, the Commission made a motion to approve the current location of the monument signs. This motion was approved by a 4-1 vote. Commissioner O'Brien cast the dissenting vote based her statements that she had unease about supporting the request simply because the signs were built in accordance with an approved development plan.

Regarding the proposed Pratt Avenue monument sign, the Commission made a motion to allow a third monument sign on the lot to allow the sign to be setback six feet from the exterior property line and to allow the sign to be located less than 75 feet from the adjacent Residential Zoning District. However, this motion was contingent upon the proposed sign location meeting sight triangle requirements as described in the Zoning Ordinance. The motion was unanimously approved by a 5-0 vote. (The Petitioner's original request for a Variation related to landscaping around the base of the sign was withdrawn.)

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. November 15, 2017 Zoning Board of Appeals Minutes (Draft)
3. November 15, 2017 Staff Report to the Zoning Board of Appeals
4. Public Hearing Variation Application
5. Approved Plans for Northeast Parkway Monument Signs
6. Plans for Proposed Pratt Avenue Monument Sign
7. Lighting Specifications for Proposed Pratt Avenue Monument Sign
8. Relevant Code Sections
9. Variation Standards
10. December 5, 2017 Village Board Meeting PowerPoint Presentation

RECOMMENDED MOTION:

Move to approve an Ordinance in Case #ZB-13-17 approving Variations allowing for a total of three monument signs on the property at 3401-3501 Northeast Parkway, allowing the three monument signs to be located less than ten feet from the exterior property line by varying degrees, and allowing the Pratt Avenue illuminated monument sign to be located less than 75 feet from a Residential Zoning District.

EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, SBLP Lincolnwood, LLC ("**Applicant**"), is the owner of that certain property located in the M-B Light Manufacturing/Business District ("**M-B District**"), commonly known as 3401-3501 Northeast Parkway in the Village ("**Property**"); and

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

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

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

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

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

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

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

Dated: _____, 2017

SBPL LINCOLNWOOD, LLC

By: _____

Its: _____



DRAFT MEETING MINUTES
OF THE
ZONING BOARD OF APPEALS
NOVEMBER 15, 2017

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

MEMBERS PRESENT:

Chairman Kathy O'Brien
Paul Heller
Rizwan Hussain
Martina Keller
Chris Nickell

MEMBERS ABSENT:

Paul Grant

STAFF PRESENT:

Doug Hammel, AICP, Community Development Manager

I. Call to Order

Chairman O'Brien noted a quorum of members and called the meeting to order at 7:00 p.m.

II. Pledge of Allegiance

III. Approval of Minutes

Motion to approve the September 27, 2017 Zoning Board of Appeals Minutes was made by Commissioner Grant and seconded by Commissioner Keller.

Aye: Grant, Keller, Hussain, Nickell, and O'Brien

Nay: None

Motion Approved: 5-0

IV. Case #ZB-13-17: Public Hearing: 3401-3501 Northeast Parkway – Sign Variations

Chairman O'Brien announced Case #ZB-13-17 for consideration of a request by Charles Hammonds on behalf of SBLP Lincolnwood, LLC, property owner, to allow two existing monument signs to remain on the property, and to allow the installation of one additional

monument sign on the property known as 3401 & 3501 Northeast Parkway along Pratt Avenue. The requested approval requires the following Variations: 1.) Variation from Section 11.04(i).1 of the Village Zoning Ordinance that states that no more than one monument sign is permitted per lot; 2) Variation from Section 11.07(5) of the Village Zoning Ordinance prohibiting an illuminated freestanding sign within 75 feet of a residential zoning district; 3) Variation from Section 11.04(1)x of the Village Zoning Ordinance that requires a minimum of two-square feet of landscaping for every square foot of sign area on the monument sign; and 4) Variation from Section 11.04(1)v of the Village Zoning Ordinance that requires a minimum setback of ten feet from any exterior property line.

Development Manager, Doug Hammel, provided a brief summary of the property, known as The Carrington, which is currently being built out per an approved 2016 development plan. The two existing monument signs did not establish zoning approval prior to construction.

The newly requested sign on Pratt is intended to guide visitors of the Carrington to the Northeast Parkway signs and minimize visitor and public traffic along Pratt Avenue and the adjacent residential neighborhood. The Village Code requires illuminated signs to be installed at least 75 feet from residential dwellings and at least 10 feet from an exterior lot line, and include decorative landscaping. The proposed Pratt Avenue sign is located 44 feet from residential zoning district, 2.5 feet from the lot line, and does not include decorative landscaping. The reason the proposed sign does not include decorative landscaping is to diminish attention to the sign as it is not an entrance to the development. Development Manager, Doug Hammel, explained that the proposed sign would be located on a landscape berm which could serve as a decorative backdrop in place of landscaping.

Development Manager suggested that the Commission consider reduced hours of illumination for the Pratt Avenue sign so as to be less impactful on nearby residents. The Code currently prohibits illumination from 11:00pm-7:00am.

Precedent cases were reviewed regarding monument sign setback. 6501 N. Lincoln Ave requested a variation for a monument sign in 2011 with a setback of 4 feet from Lincoln Avenue. This request was approved by a vote of 5-0 by the ZBA but ultimately denied by a vote of 4-0 at the Village Board due to line of sight concerns.

Similarly, 6820 N Lincoln requested a variation to replace a preexisting pole sign with a new pole sign within required interior side yard setback for free standing signs. This request was approved by a vote of 6-0 by the ZBA and approved by a vote of 4-0 by the Village Board.

There were no precedent cases regarding the number of monument signs on a property.

Development Manager, Doug Hammel, stated that there was no public comment prior to the ZBA meeting.

Adam Arnold, developer for South Bay Partners, 4514 Cole Ave, Dallas, TX, 75205 approached the Commission to provide further information and answer any questions from the

Commissioners. Mr. Arnold thanked the Village for such a cooperative process throughout all development stages.

Mr. Arnold reiterated that the Pratt Avenue sign is intended to minimize traffic around the residential units near The Carrington as it is not a marketing sign, but a sign of redirection. Mr. Arnold also stated that he was open to guidance and interpretation from the Commission regarding the setback and illumination requests. Additionally, Mr. Arnold stated that he would be willing to include decorative landscaping to meet the ordinance, but believed the landscape berm is sufficient for its intended use.

Chairman O'Brien stated that she did not have a problem with the existing signs on Northeast Parkway but was concerned with their setbacks and added that even if the Village incorrectly approved the plans, the developer is still required to comply with the code. Chairman O'Brien also stated that because the proposed sign for Pratt Avenue is the same size as the two existing signs, visitors could perceive the Pratt Avenue sign as a main entrance. Mr. Arnold showed the Commission that a large, U-shape drive is located on Northeast Parkway which clearly marks the building's main entrance.

Commissioner Hussain suggested that perhaps adding Do Not Enter to the Pratt Avenue sign would be beneficial. He also stated that the purpose of the Village Code's requirement for landscaping is for beautification and does not see a hardship in the Petitioner's request.

Commissioner Keller addressed her concern regarding the illumination and its potential negative impact on the nearby residents. Mr. Arnold stated that the sign is intended to be perpendicular with the street to minimize the impact on residents. Commissioner Hussain reminded the Board that there have not been any requests from the public to limit hours of illumination and is an approved use in the Village Code. Commissioner Hussain supported the proposed illumination request as it would aid family members attempting to find the facility at night.

The Board agreed that Northeast Parkway is a less familiar street to many Lincolnwood residents, including to the Commissioner's themselves, therefore the Pratt Avenue directional sign would be helpful to visitors and families of The Carrington.

Mr. Arnold showed the Board the Carrington website to illustrate a visual aid for what the sign will look like.

Discussion ensued regarding the setback request for the Pratt Avenue monument sign proposal. Commissioner Heller argued that the sign should be moved north to ensure clearance visibility. Chairman O'Brien recommended that a six foot setback and a sight triangle would be more appropriate. Mr. Arnold stated that he can be flexible to safety concerns.

Chairman O'Brien asked if anyone in the audience would like to address the Zoning Board of Appeals regarding this issue. Let the record state that no one came forward.

Motion to recommend approval to allow two signs along Northeast Parkway to remain as built less than ten feet from the exterior property line.

Aye: Hussain, O'Brien, Nickell, Heller, and Keller

Nay: None

Motion Approved: 4-1

Motion to recommend approval for one additional monument sign along Pratt Avenue, and for that sign to be located six feet from the property line and less than 75 feet from the adjacent residential zoning district, so long as the sign location meets sight triangle requirements.

Aye: Hussain, O'Brien, Nickell, Heller, and Keller

Nay: None

Motion Approved: 5-0

The request for a Variation related to landscaping at the base of the Pratt Avenue monument sign was withdrawn.

Respectfully submitted,

Ashley Reimann
Community Development Intern

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-_____

**AN ORDINANCE GRANTING VARIATIONS FOR
THE INSTALLATION OF THREE MONUMENT SIGNS**

(3401-3501 Northeast Parkway)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2017.

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

Village Clerk

**AN ORDINANCE GRANTING VARIATIONS FOR
THE INSTALLATION OF THREE MONUMENT SIGNS**

(3401-3501 Northeast Parkway)

WHEREAS, SBPL Lincolnwood, LLC ("**Applicant**") is the owner of that certain property located in the M-B Light Manufacturing/Business District ("**M-B District**"), commonly known as 3401-3501 Northeast Parkway, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, pursuant to Section 15.11.04(1)i.1 of the "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), no more than one monument sign is permitted per lot; and

WHEREAS, pursuant to Section 15.11.04(1)v of the Zoning Ordinance, no monument sign may be located within 10 feet of an exterior property line; and

WHEREAS, pursuant to Section 15.11.07(5) of the Zoning Ordinance, no illuminated freestanding sign may be located within 75 feet of any residential zoning district; and

WHEREAS, on November, 2015, the Village Board of Trustees adopted Ordinance No. 2016-3178, approving a special use permit and variation to allow the Property to be developed as a senior housing campus ("**Development**"), which Development is currently under construction; and

WHEREAS, two monument signs, located 1.05 feet and 4.73 feet respectively from the north lot line, have already been installed on the Property as part of the Development (collectively, the "**Northeast Parkway Signs**"), in violation of Sections 15.11.04(1)i.1 and 15.11.04(1)v of the Zoning Ordinance; and

WHEREAS, the Applicant desires to install a third monument sign on the Property, which sign will be located six feet from the south lot line and 46 feet from the R-4 Residential District, and which will be illuminated ("**Pratt Avenue Sign**"), in violation of Sections 15.11.04(1)i.1, 15.11.04(1)v, and 15.11.07(5) of the Zoning Ordinance; and

WHEREAS, in order to permit the continued maintenance of the Northeast Parkway Signs and the installation of the Pratt Avenue Sign on the Property, the Applicant filed an application for variations from Sections 15.11.07(5), 15.11.04(1)v, and 15.11.04(1)i.1 of the Zoning Ordinance; and

WHEREAS, a public hearing of the Zoning Board of Appeals of the Village of Lincolnwood ("**ZBA**") to consider approval of the requested variations was duly advertised in the *Lincolnwood Review* on October 26, 2017, and held on November 15, 2017; and

WHEREAS, on November 15, 2017, the ZBA made findings and recommendations in support of the requested variations for the Northeast Parkway Signs and the Pratt Avenue Sign (collectively, the "**Proposed Signs**"), subject to specified conditions; and

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

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

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

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

SECTION 2. GRANT OF VARIATIONS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Ordinance, and in accordance with, and pursuant to, Article V of the Zoning Ordinance and the home rule powers of the Village, the Village hereby grants the following variations of the Zoning Ordinance to permit the installation and maintenance of the Proposed Signs on the Property:

- A. Number of Monument Signs Per Lot. A variation from Section 15.11.04(1)i.1 of the Zoning Ordinance to increase the number of permitted monument signs per lot, from one to three;
- B. Setback. Variations from Section 15.11.04(1)v of the Zoning Ordinance to decrease the minimum setback for a monument sign, from 10 feet to 1.05 feet for one Northeast Parkway Sign, to 4.73 feet for the other Northeast Parkway Sign, and to six feet for the Pratt Avenue Sign; and
- C. Distance from Residential District. A variation from Section 15.11.07(5) of the Zoning Ordinance to reduce the minimum distance required between an illuminated monument sign and a residential district, from 75 feet to 46 feet.

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

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of all signs on the Property (including, without limitation, the Proposed Signs) and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. Compliance with Plans. Except for minor changes and site work approved by the Village Zoning Officer (for matters within his permitting authority) in accordance

with all applicable Village standards, the installation, use, operation, and maintenance of the Proposed Signs must comply with the following plans:

1. The Pratt Avenue Monument Sign Plans and Elevations, prepared by Jensen & Halstead, Ltd., consisting of three sheets, with a latest revision date of September 15, 2017, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**;
 2. The Site Development Plan, prepared by Jensen & Halstead, Ltd., consisting of one sheet, with a latest revision date of October 24, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**; and
 3. The Design Details for the Northeast Parkway Monument Signs, prepared by Jensen & Halstead, Ltd., consisting of one sheet, with a latest revision date of October 24, 2016, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit D**.
- C. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant is liable for the payment to the Village, promptly upon presentation of a written demand or demands therefor, of all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Applicant is liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

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

Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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

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

SECTION 8. EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit E** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event the Applicant does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of December, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of December, 2017.

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

ATTESTED and FILED in my office this
_____ day of _____, 2017

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 3 IN BELL AND HOWELL SUBDIVISION IN THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 2001 AS DOCUMENT 0010897333, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3401-3501 Northeast Parkway, Lincolnwood, Illinois.

PIN: 10-35-203-011-0000

EXHIBIT B

PRATT AVENUE MONUMENT SIGN PLANS AND ELEVATIONS

EXHIBIT C

SITE DEVELOPMENT PLAN

EXHIBIT D

DESIGN DETAILS FOR NORTHEAST PARKWAY MONUMENT SIGNS

EXHIBIT E

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, SBLP Lincolnwood, LLC ("**Applicant**"), is the owner of that certain property located in the M-B Light Manufacturing/Business District ("**M-B District**"), commonly known as 3401-3501 Northeast Parkway in the Village ("**Property**"); and

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

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

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

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

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

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

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

Dated: _____, 2017

SBPL LINCOLNWOOD, LLC

By: _____

Its: _____



Zoning Board of Appeals Staff Report

Case #ZB-13-17

November 15, 2017

Subject Property:
3401-3501 Northeast Parkway

Zoning District: MB, Manufacturing and Business

Petitioner: SBPL Lincolnwood, LLC,
Property Owner

Requested Action: Variations to allow: 1) a total of three monument signs on the site; 2) an illuminated freestanding sign within 75 feet of a residential zoning district; 3) a reduction in the required landscaping around a monument sign; and 4) a monument sign within ten feet of an exterior property line.



Nature of Request: The Petitioner seeks Variations to allow the installation of a third monument sign on the property. The Variations would grant formal zoning entitlement for two already installed signs along Northeast Parkway, and would allow for an additional proposed sign at the Pratt Avenue entrance. The proposed sign at the Pratt Avenue entrance, which is considered a service entrance, would encourage visitors to use the entrances along Northeast Parkway.

Notification: Notice was published in the Lincolnwood Review on October 26, 2017, a Public Hearing Sign installed at 3401-3501 Northeast Parkway, and Legal Notices were mailed on October 25, 2017 to Properties within 250 Feet.

Summary of Request

The Petitioner seeks Variations to allow a total of three monument signs on the property. The requested Variations relate to two distinct improvements:

Installed Monument Signs

In 2015, CenterPoint Properties, the prior owner of the subject property, was granted approval of a Special Use Permit and Variation related to the construction of a senior housing campus. (The Special Use allowed for a residential use in the MB Zoning District, and the Variation allowed for parking in the front yard of the property.) Subsequently, the property owner submitted plans for approval from the Community Development Department. The approved plans, dated October 24, 2016, indicate the locations of two monument signs along Northeast Parkway. However, the Village Zoning Ordinance permits each lot to have only one monument sign and requires that all monument signs be located at least ten feet from external property lines. Village staff was unable to find any documentation stating that the property owner had received formal zoning approval for two monument signs in their current locations. One goal of the current Variation request is to formalize approval of said monument signs that are already installed along Northeast Parkway in accordance with the approved site plan.



Approved Development Plan Indicating Two Monument Signs

Proposed Pratt Avenue Monument Sign

The Petitioner is seeking approval of Variations that, in addition to allowing both of the two installed monument signs to remain, would allow for a third monument sign to be installed near the Pratt Avenue entrance. According to the Petitioner, the proposed monument sign would be used to guide visitor traffic to the Northeast Parkway entrances, as the Pratt Avenue entrance is intended to be used for service vehicles. The specific characteristics of this sign as they relate to required zoning relief are described later in this report.

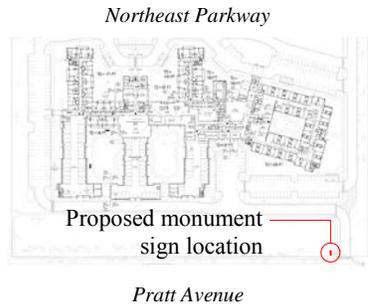
Requested Relief:

Section 11.04(1)i.1 of the Village Zoning Ordinance that states that no more than one monument sign is permitted per lot. The requested relief from this regulation would allow both of the monument signs to remain along Northeast Parkway, as well as the installation of a new monument sign at the Pratt Avenue entrance.

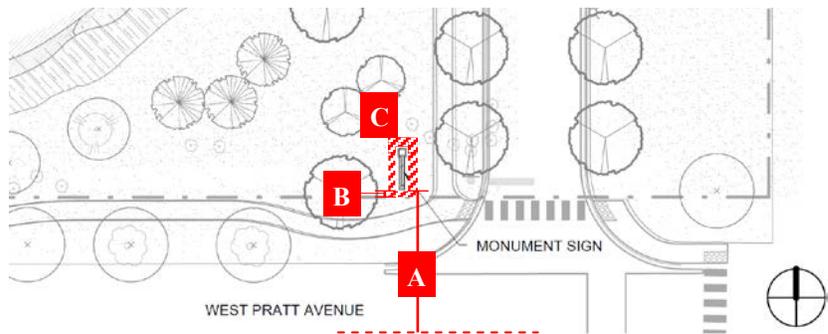
Section 11.07(5) of the Village Zoning Ordinance prohibits an illuminated freestanding sign within 75 feet of a residential zoning district. The centerline of Pratt Avenue represents the boundary between the MB Zoning District, within which the subject property lies, and the adjacent R4 Residential Zoning District to the south. The proposed sign would be approximately 44 feet from the boundary of the R4 District, and approximately 87 feet from the nearest lot line in the R4 District.

Section 11.04(1)x of the Village Zoning Ordinance that requires a minimum of two-square feet of landscaping for every square foot of sign area on the monument sign. The proposed sign would be located in an area covered with grass and some trees. However, the site plan does not indicate decorative landscaping around the base of the proposed monument sign.

Section 11.04(1)v of the Village Zoning Ordinance that requires a minimum setback of ten feet from any exterior property line for monument signs. The installed signs along Northeast Parkway encroach upon that required setback, and the site plan for the proposed Pratt Avenue monument sign indicates a setback of approximately 2.5 feet.



Site Location Map



Proposed Sign Characteristics and Required Relief

- A. Less than 75 feet from R4 Residential Zoning District
- B. Less than 10 feet from property line
- C. No decorative landscaping around sign base

Considerations:

There are several considerations related to these Variation requests that may warrant discussion.

2016 Approval of the Development Plan

As previously described, the Development Plan approved in 2016 includes the two already installed monument signs along Northeast Parkway. Staff is of the opinion that requiring one of the signs to be removed or requiring both of them to be relocated to comply with sign setback regulations would result in undue burden on the Petitioner given the minimal benefit to the Village, the impacts on other site elements, the scale of this specific development site, and the unique nature of this project.

Hours of Illumination

Section 11.07(6) of the Zoning Ordinance prohibits the illumination of signs between 11:00 p.m. and 7:00 a.m. Given the Petitioner's stated purpose of the sign (that it is intended to reduce confusion and direct visitor traffic toward the Northeast Parkway entrances), it may be appropriate to modify or reduce the permitted hours of illumination to mitigate impacts on properties in the adjacent R4, Residential Zoning District. Modified hours could reflect the times when visitors or the general public would most likely be coming to the property.

Landscaped Berm

The proposed Pratt Avenue monument sign is located within a green area that, upon completion, will include an existing berm and new trees. If the sign is required to meet the ten-foot setback requirement from the southern property line, the proximity to the berm and the new trees could limit the visibility of the sign as motorists approach on Pratt Avenue. Additionally, the Petitioner stated that decorative landscaping around the base of the Pratt Avenue monument sign would draw additional attention to it and make it feel like a regular public entrance, which would contradict the intent of the sign.

Variation Standards

Section 5.15(7) Major Variations of the Village Zoning Ordinance identifies eight standards related to this case to be used in determining "whether in a specific case there are practical difficulties or particular hardships in the way of carrying out the strict letter of this Zoning Ordinance." These standards can be found in attachment #6 of this report.

Public Comment

No public comment was received by the Community Development Department prior to the distribution of this staff report.

Precedent Cases**6501 North Lincoln Avenue (2011)**

The Petitioner sought approval of a monument sign to be set back approximately four feet from the Lincoln Avenue lot line rather than the minimum ten-foot setback. By a vote of 5-0, the ZBA recommended that the Variation be granted subject to the condition that, prior to issuance of a permit, the Petitioner furnish an engineer's certification regarding the structural integrity and wind force resistance of the sign and foundation. However, by a vote of 4-0, the Village Board denied the Variation request citing line-of-sight concerns, the desire to reduce sign clutter along Lincoln Avenue, and the fact that the property already had an overhanging sign near the proposed sign.

6820 North Lincoln Avenue (2011)

The Petitioner sought approval for a replacement pole/pylon sign and a Variation to permit the replacement pole/pylon sign within the required fifty-foot interior lot line setback. In 2002, the Village granted approval of a variance for a freestanding sign in the same location as the proposed pole/pylon sign. By a vote of 6-0, the ZBA recommended that: 1) the proposed pole/pylon sign be allowed as a special sign; and 2) a setback Variation be granted to allow the sign to be located at its pre-existing location three feet west of the interior property line so long as the south edge of the sign shall encroach upon the required ten-foot exterior property line setback and the Petitioner comply with the landscaping requirements of the Zoning Code. By a vote of 5-0, the Village Board concurred with the ZBA and granted the conditional Variation.

Conclusion

The Petitioner seeks Variations to allow a total of three monument signs on the property. The Variations would grant formal zoning entitlement for two already installed signs along Northeast Parkway and would allow for an additional proposed sign at the Pratt Avenue entrance. The proposed sign at the Pratt Avenue entrance, which is considered a service entrance, would encourage visitors to use the entrances along Northeast Parkway. The Variations would address the number of monument signs on the property, required setbacks, required landscaping, and illumination.

Documents Attached

1. Zoning Variation Application
2. Proposed Pratt Avenue Monument Sign Plans and Elevations
3. Approved Site Development Plan
4. Approved Design Details for Northeast Parkway Monument Signs
5. Relevant Code Sections
6. Variation Standards



VILLAGE OF LINCOLNWOOD Public Hearing Application
 Community Development Department Variations

SUBJECT PROPERTY

Property Address: 3401 & 3501 Northeast Parkway (physical address)

Permanent Real Estate Index Number(s): 10-35-203-011-000 / 10-35-203-012-0000

Zoning District: MB Lot Area: Parcel 1, Lot 3 & Parcel 2, Bell & Howell Sub.

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.
The Carrington at Lincolnwood: Independent Living, Assisted Living, & Memory Care Facility

Are there existing development restrictions affecting the property? Yes No
 (Examples: previous Variations, conditions, easements, covenants) If yes, describe: _____
 Utility, stormwater & sewer easements. Ordinance No 2015-3178

REQUESTED ACTION

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

PROJECT DESCRIPTION

Describe the Request and Project: Monument sign on Pratt Avenue west of auxiliary drive.
Monument to be 7' Tall by 11' Long with a lettering facade of 4' Tall by 8' Wide. Identical in size to monument at northeast corner of the site.

PROPERTY OWNER/PETITIONER INFORMATION

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

Name: SBLP Lincolnwood, LLC

Address: 4514 Cole Avenue, Suite 1500

Telephone: (214) 370-2629 Fax: (214) 370-2699 E-mail: aarnold@southbayltd.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

Applicable Zoning Worksheet

Site Plan

Photos of the Property

Proof of Ownership

PDF Files of all Drawings

Floor Plans

Elevations

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

COST REIMBURSEMENT REQUIREMENT

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

Invoices in connection with this application shall be directed to:

Name: SBLP Lincolnwood, LLC
Address: 4514 Cole Avenue, Suite 1500
City, State, Zip: Dallas, TX 75205

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

Charles D. Hammonds on behalf of SBLP Lincolnwood, LLC

Print Name

Date

10/12/17

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.

The intent to limit the number of signs to a property is to maximize aesthetics and reduce confusion. Given the site is bordered at length by two roads, Northeast Parkway and Pratt Avenue, and there is no identification along Pratt Avenue, the intent to minimize clutter and reduce confusion would not be affected. The monument would serve to identify the use of the property, clarify where and how to properly access the business, and help to delineate the site's MB zoning from the R4 residential zoning on the south side of Pratt.

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

The earthen berm, water detention, setback, and landscaping serve to limit the identification of the property, its function, and how to best access the services. Although Pratt is not an arterial, it is a common east/west collector street, and the additional monument along Pratt would help to further our intent to direct The Carrington's traffic to the Northeast Parkway entrances.

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.

Given the size (13.1 acres) and the dual street frontage (Northeast Parkway and Pratt Avenue), this site would seem to be unique to most other smaller buildings, businesses, etc.

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

The monument sign would serve to identify the property and direct traffic to the main entrances and functionality along Northeast Parkway.

VARIATION STANDARDS (Continued)

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

The hardship is a function of the site and the Village's request that the building be oriented along Northeast Parkway and away from Pratt

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 monument will not be detrimental to public welfare or or surrounding properties, and conversely, should assist with the identification and traffic patterns inherent to the Pratt side of the property.

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

This sign is consistent in size with the smaller monument on the north side of the property which is within the zoning ordinance standards.

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

The monument will not impair light or air to adjacent property, increase the danger of fire, or otherwise endanger the public safety, or diminish property values of the neighborhood.



VILLAGE OF LINCOLNWOOD

COMMUNITY DEVELOPMENT DEPARTMENT

SIGN VARIATION STANDARDS

For all Sign Variation and/or Special Sign requests, the Applicant shall also complete Questions 9 through 12.

9. The proposed Variation is consistent with the statement of purpose set forth in Section 11.01 of the Zoning Ordinance.

Yes, the variation is consistent with Section 11.01 of the Zoning Ordinance. Specifically, the monument will serve to support the portion of the ordinance that "creates a more attractive economic climate", "enables the public to locate goods, services, and facilities in the Village without confusion", and "reduce distractions"

10. The proposed sign complies with any additional standards or conditions set forth in Article XI of the Zoning Ordinance.

With the exception of the variation, the proposed monument sign is within the height, area, clearance, setback, landscaping, etc otherwise complies with the sign 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.

The monument will not be attached to any building, but should enhance the architectural continuity of the community. It is consistent with the other design elements of the site.

12. The proposed sign conforms with the design and appearance of nearby structures and signs.

Yes. The sign conforms with the overall design and appearance of adjacent structure.



VILLAGE OF LINCOLNWOOD
COMMUNITY DEVELOPMENT DEPARTMENT

PUBLIC HEARING FEES AND DEPOSIT SCHEDULE

Plan Commission

Hearing Type	Hearing Fee*	Hearing Deposit**
Special Use - Non Residential Property	\$500	\$2,000
Special Use - Residential Property	\$250	NA
Reasonable Accommodation	\$250	\$2,000
Text Amendment	\$500	\$2,000
Map Amendment	\$500	\$2,000
Planned Unit Development (PUD) 0 to 5 Acres	\$1,250	\$10,000
Planned Unit Development (PUD) 5 to 10 Acres	\$2,500	\$10,000
Planned Unit Development (PUD) Over 10 Acres	\$3,000	\$10,000
Minor Subdivision	\$250	NA
Major Subdivision	\$500	\$2,000

Zoning Board of Appeals

Hearing Type	Hearing Fee*	Hearing Deposit**
Major Variation - Non Residential Property	\$500	NA
Major Variation - Residential Property	\$250	NA
Variation - Off-Street Parking	\$500	NA
Variation - Design Standards	\$250	NA
Minor Variation	\$125	NA
Sign Variation/Special Signs	\$500	NA

* Hearing fees are non-refundable.

** Hearing deposits shall be applied to out-of-pocket expenses incurred by the Village as the result of the Public Hearing process. If additional costs are incurred, or if no deposit is provided, such out-of-pocket expenses will be billed directly to the applicant.

SMOKE/FIRE WALL LEGEND	
	SMOKE BARRIER (1 HR. RATING MIN.)
	1HR. FIRE RESISTANCE RATING
	1HR. FIRE RESISTANCE RATING / SMOKE BARRIER
	2HR. FIRE RESISTANCE RATING
	2HR. FIRE RESISTANCE RATING / SMOKE BARRIER
	3HR. FIRE RESISTANCE RATING
	3HR. FIRE RESISTANCE RATING / SMOKE BARRIER
	4HR. FIRE RESISTANCE RATING
	4HR. FIRE RESISTANCE RATING / SMOKE BARRIER
	SUITE ENCLOSING WALL

NOTE: ALL SYMBOLS MAY NOT BE USED

A HISTORY OF INNOVATION IN ARCHITECTURE



JENSEN & HALSTEAD LTD.

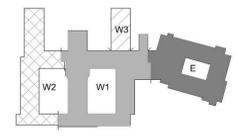
ARCHITECTURAL CORPORATION
 LICENSE NO. 184-000279
 358 West Ontario Street
 Chicago, Illinois 60654
 312.664.7557 Tel
 312.664.7558 Fax

GAGE CONSULTING ENGINEERS, INC.
 1301 W. 22nd St.
 Oak Brook, Illinois 60523
 630.472.0918

K2NCREST DESIGN + CONSULTING
 1010 Jorie Blvd. Suite 320
 Oak Brook, Illinois 60523
 630.990.9595

INNOVATIVE AQUATIC DESIGN, LLC.
 2675 Pratum Ave.
 Hoffman Estates, Illinois 60192
 224.293.6460

Revisions:		
No.	Date	Description

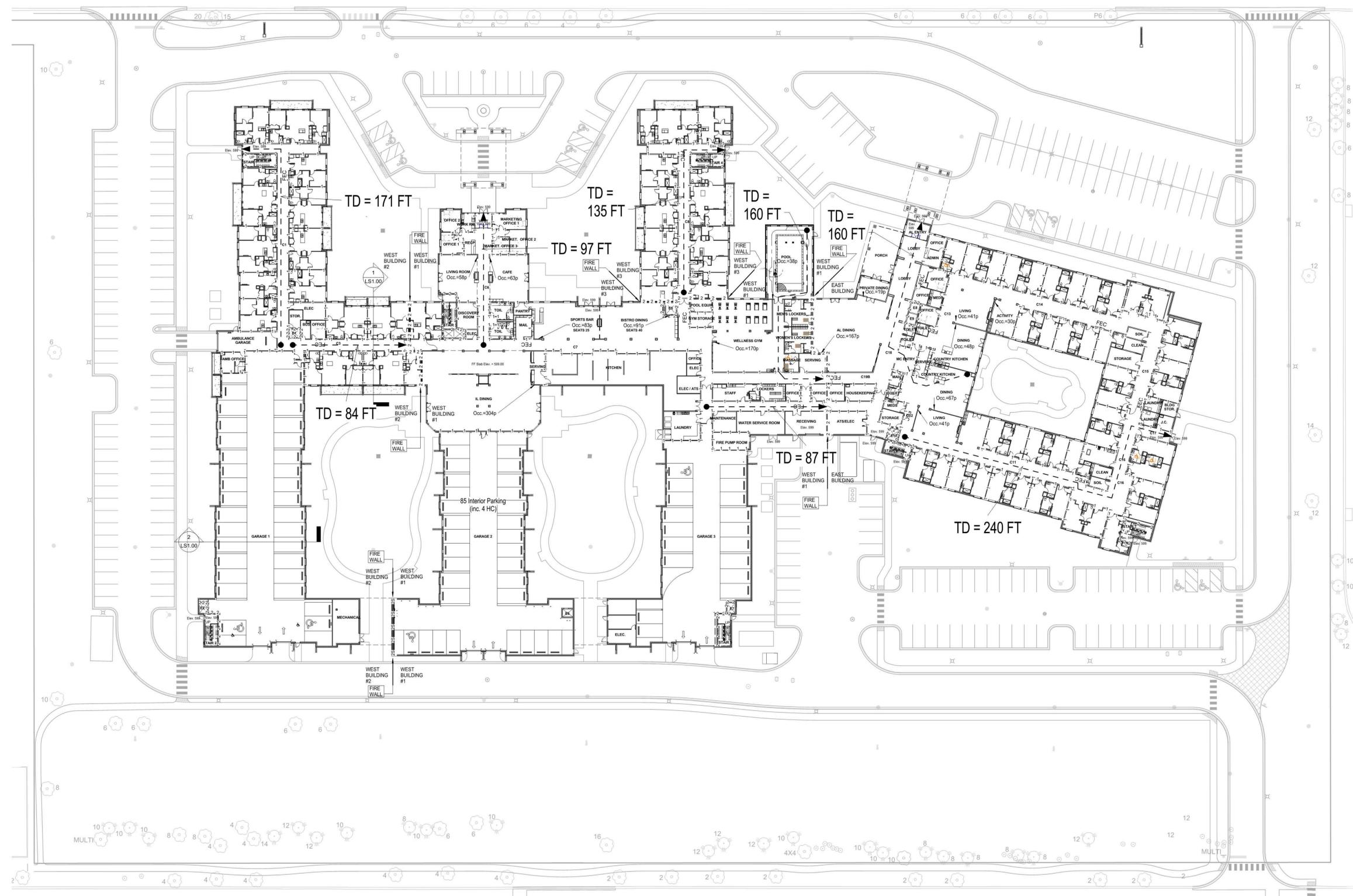


Project:
THE CARRINGTON AT LINCOLNWOOD
 3401 & 3501 NORTHEAST PARKWAY
 LINCOLNWOOD, ILLINOIS 60712
 SBLP LINCOLNWOOD LLC

Sheet Title:
FIRST FLOOR LIFE SAFETY PLAN

Project No: SBP13057
 Date: 10.24.2016
 Drawn by: ER
 Checked by: DD
 Approved by: GS

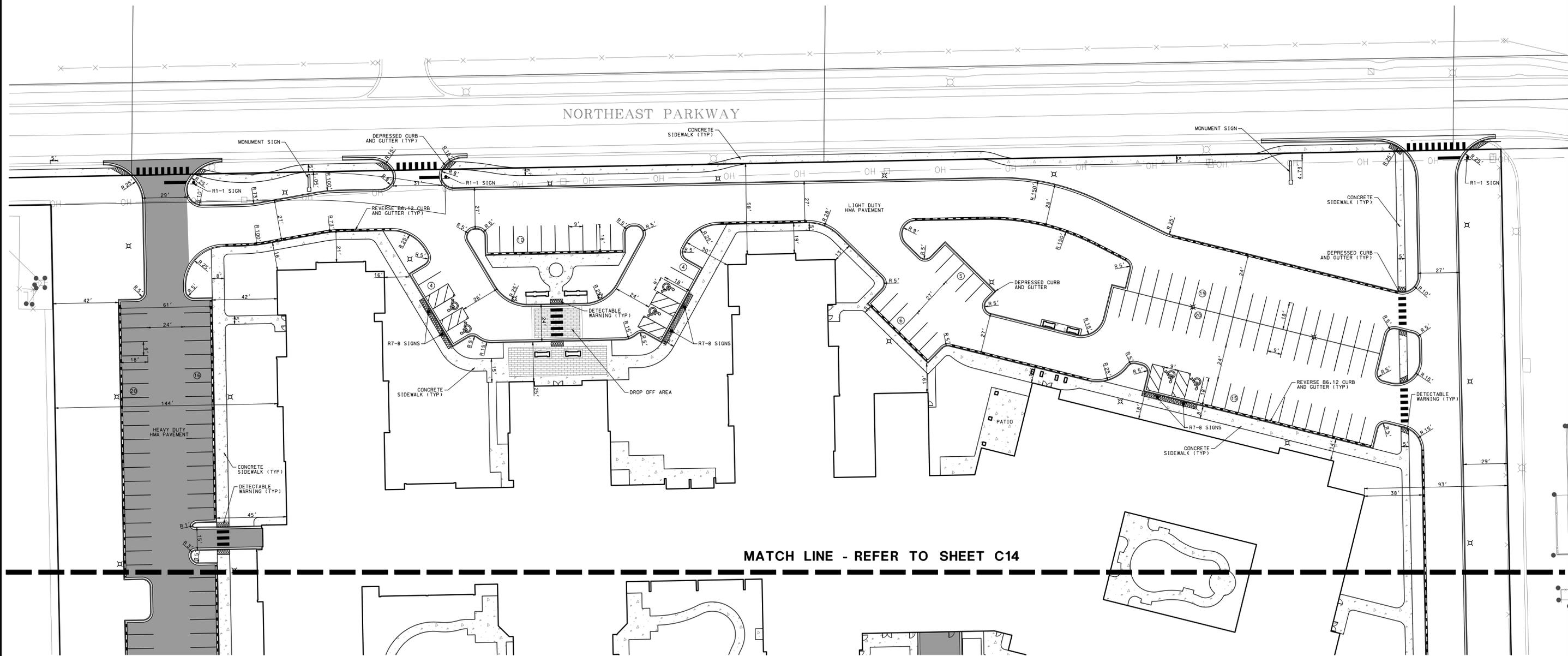
Sheet Number
LS1.10
 Sheet 10 of 116 Sheets



1 FIRST FLOOR PLAN
 1" = 30'-0"

10/21/2016 11:07:38 AM

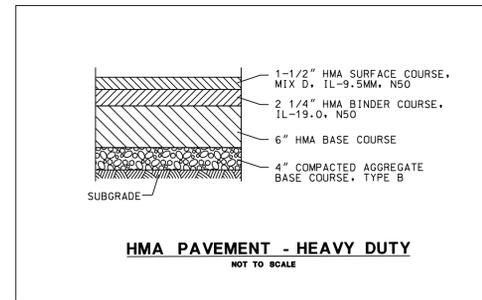
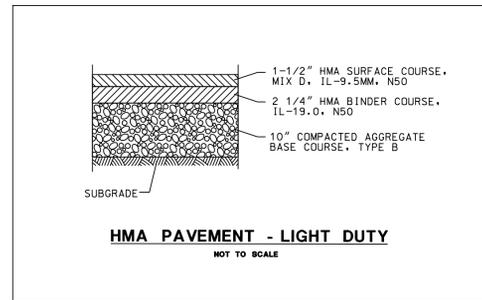
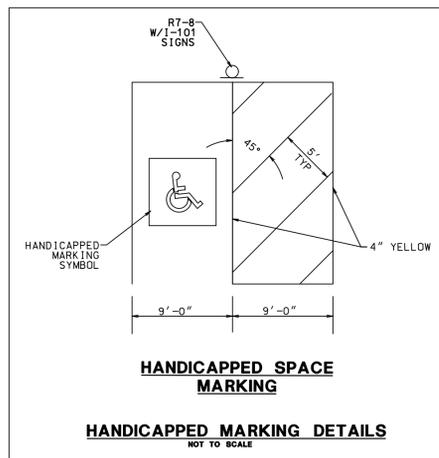
NORTHEAST PARKWAY



MATCH LINE - REFER TO SHEET C14

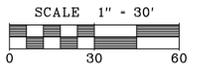
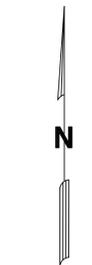
LEGEND		
LIGHT DUTY HMA PAVEMENT		
HEAVY DUTY HMA PAVEMENT		
CONCRETE PAVEMENT		
CONCRETE SIDEWALK		
GRASS PAVE EMERGENCY ACCESS		
DETECTABLE WARNING		
BRICK PAVERS		

SYMBOL	SIGN TYPE	SIZE
R1-1	STOP SIGN	36"x36"
R5-1	DO NOT ENTER	30"x30"
R7-8	ACCESSIBLE PARKING	12"x18"



SITE PLAN GENERAL NOTES

- ALL DIMENSIONS ARE TO BACK OF CURB OR FACE OF BUILDING, UNLESS OTHERWISE NOTED.
- ALL RADII ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.
- ALL BUILDING DIMENSIONS ARE BASED ON ARCHITECTURAL PLANS DATED 12-2-15. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND CONTACT THE ARCHITECT FOR ANY DISCREPANCIES.
- ALL ONSITE PAVEMENT MARKINGS SHALL BE PAINTED, UNLESS OTHERWISE NOTED.
- ALL PROPOSED CURB AND GUTTER SHALL BE B6.12 AND SHALL BE DEPRESSED CURB WHERE SIDEWALK MEETS A STREET, UNLESS OTHERWISE INDICATED. CURB DEPRESSIONS SHALL MEET ADA REQUIREMENTS AS NOTED IN THE CONSTRUCTION DETAILS.
- ALL JOINTS MADE WITH EXISTING PAVEMENT, CURB, WALK OR CURB AND GUTTER ARE TO BE SAWCUT FULL DEPTH WITHIN 24 HOURS OF PLACEMENT.
- SEE ARCHITECTURAL PLANS FOR DETAILS OF LOADING DOCK, TRASH COMPACTORS, TRASH COLLECTORS, AND SIDEWALK PLAN.
- ALL CURB ISLANDS TO HAVE 1-FOOT MINIMUM RADIUS ON CORNERS, UNLESS OTHERWISE SHOWN.



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Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

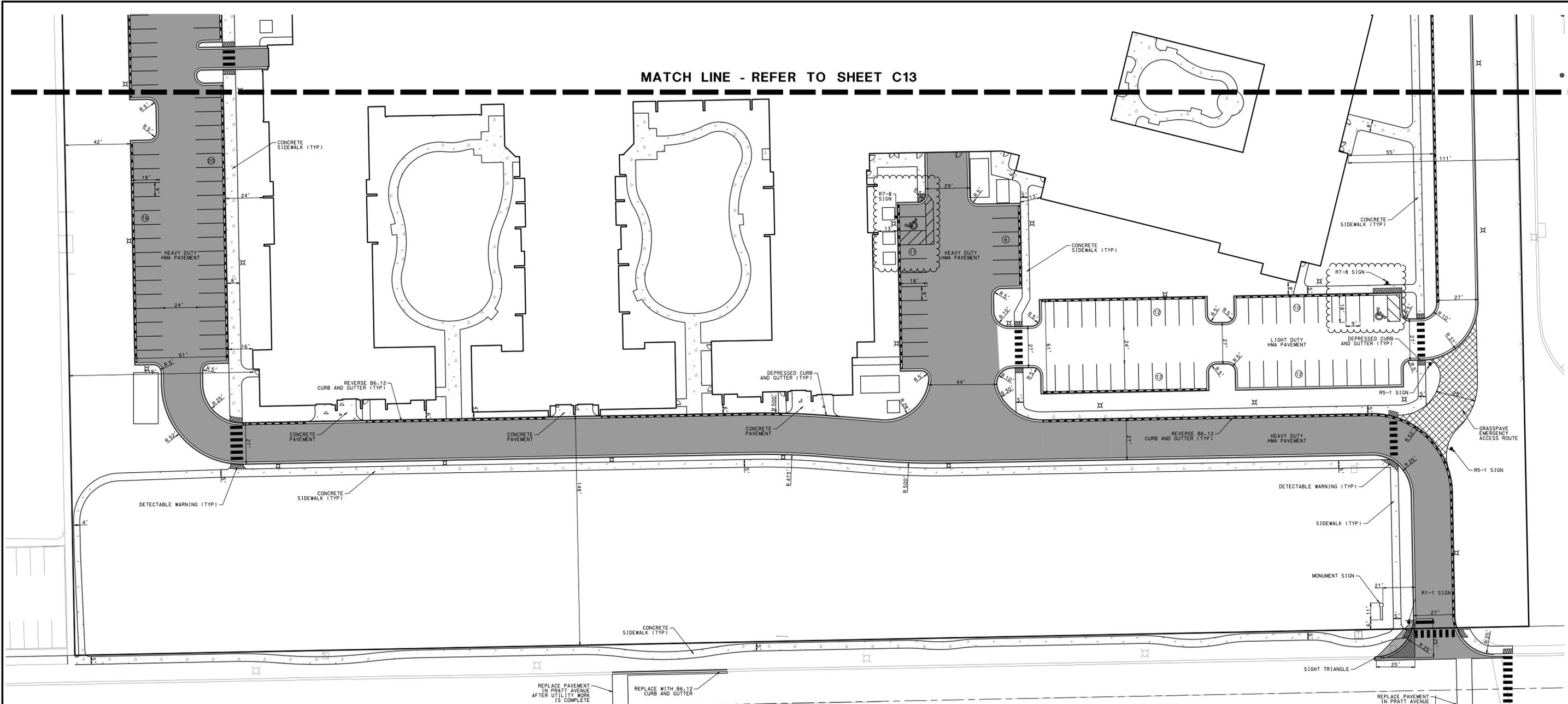
CLIENT:
SBLP LINCOLNWOOD LLC
5307 E MOCKINGBIRD LANE
SUITE 1010
DALLAS, TX 75206

DATE	DESCRIPTION OF REVISION	BY	SCALE
11-21-17	REVISED PER VILLAGE COMMENTS	KEH	DESIGNED
7-7-16	REVISED PER VILLAGE COMMENTS	KEH	DESIGNED
6-22-16	REVISED PER MWRD COMMENTS	KEH	DRAWN
6-2-16	REVISED PER VILLAGE & MWRD COMMENTS	KEH	APPROVED
5-6-16	REVISED PER VILLAGE & MWRD COMMENTS	KEH	APPROVED
4-22-16	REVISED PER VILLAGE COMMENTS	KEH	DATE
2-29-16	REVISED PER VILLAGE COMMENTS	KEH	DATE

PAVING PLAN - NORTH
THE CARRINGTON AT LINCOLNWOOD
LINCOLNWOOD, ILLINOIS

SHEET
C13 OF C19
PROJECT NUMBER: 2676
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ILLINOIS FIRM LICENSE 184-002694

MATCH LINE - REFER TO SHEET C13

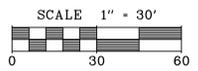
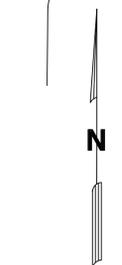


W. PRATT AVENUE

SAINT LOUIS AVENUE

TRUMBELL AVENUE

KIMBALL AVENUE



DATE	DESCRIPTION OF REVISION	BY	SCALE
11-21-17	REVISED PER VILLAGE COMMENTS - ADDED SIGN	MRM	
10-11-16	REVISED PER RFI 025	ST	DESIGNED
7-7-16	REVISED PER VILLAGE COMMENTS	KEH	KEH
6-22-16	REVISED PER MWRD COMMENTS	KEH	DRAWN
6-2-16	REVISED PER VILLAGE & MWRD COMMENTS	KEH	APPROVED
5-6-16	REVISED PER VILLAGE & MWRD COMMENTS	KEH	DAS
4-22-16	REVISED PER VILLAGE COMMENTS	KEH	DATE
2-29-16	REVISED PER VILLAGE COMMENTS	KEH	2-8-16

PAVING PLAN - SOUTH
THE CARRINGTON AT LINCOLNWOOD
LINCOLNWOOD, ILLINOIS

SHEET
C14 OF C19
 PROJECT NUMBER: 2676
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CLIENT:
SBLP LINCOLNWOOD LLC
 5307 E MOCKINGBIRD LANE
 SUITE 1010
 DALLAS, TX 75206

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A perfect blend of design, performance and value

LYTEPRO LED SMALL FLOODLIGHT 40W LPF2



**PHILIPS STONCO LYTEPRO LED SMALL FLOODLIGHT
 40W LPF2**

The Philips Stonco LytePro LED Small Floodlight allows precision and flexibility in a compact design. The LPF2 features state-of-the-art long-life LED technology and is ideal for landscapes, accenting signage or displays, facades, and many other lighting applications.



Project: _____
 Location: _____
 Catalog No: _____
 Fixture Type: _____
 Mfg: _____ Lamps: _____ Qty: _____
 Notes: _____

Ordering guide¹

example: LPF2-E-4K-FL-K-F1-PCB-1-BZ

Series / # of COB ²	Drive Current	Color Temperature	Distribution	Mounting	Options	Voltage	Finish
LPF2 -	E -	-	FL -	K -	-	-	-
LPF2 LytePro LED Small Floodlight 40W	E 500 mA	4K 4000K ³ 5K 5000K ³	FL Flood	K Knuckle 1/2" NPT	F1⁴ Single Fusing F2⁵ Double Fusing F3⁶ Double Fusing, Canada PCB⁷ Photocontrol DM25^{8,9} Dynadimmer	1 120V 2 208V 3 240V 4 277V 6 347V 8 120-277V	BZ Textured Dark Bronze WH Textured White DGY Textured Dark Gray

Accessories – Ordering Guide (must be ordered separately)

Catalog #	Description
LPF2WG^{10,11}	Wire Guard
LPF2SG^{10,11}	Stone Guard
LPFW10BZ^{10,11}	Bronze Wall Adapter
LPFW10WH¹²	White Wall Adapter
LPFW10DGY¹²	Textured Dark Gray Wall Adapter

Stocked Luminaires – Ordering Guide^{13,14,15,16}

Catalog #	Description	Master Pack, QTY	UPC Code
STKLPF2K-8	LPF2, Knuckle Mount, 120-277V	Yes, 4	786034956932

Footnotes:

- MTO configurations are assembled in the USA.
- COB denotes Chip On Board LED platform.
- Both 4K and 5K options have a minimum 80 CRI.
- 'F1' for 120, 277, 347V.
- 'F2' for 208, 240V.
- 'F3' for 208, 240V Canadian double pull.
- Specify voltage. 'PCB' not available with 'B' universal voltage option.
- 'DM25' only available 120-277V and dims to 25% for 6 hours.
- Dynadimmer is suitable for use from -30°C to 40° temperature ambient only.

- Limited quantities stocked in our Carrollton RDC.
- Contact factory for availability of large order quantities.
- LPFW10WH and DGY are Made to Order only.
- All stock products are 'BZ' Textured Dark Bronze, '4K' Neutral White and 'FL' Flood Optics.
- Stock LPF products ship out of our Carrollton Distribution facility within 2-days of receipt of order.
- Always consult factory for current inventory levels. Larger quantities may be converted to MTO if necessary.
- LPF2 is provided with full 4-color POP packaging.





LYTEPRO LED SMALL FLOODLIGHT 40W LPF2

Features

- LPF2 delivers 3,460 lumens at 40W, with an efficacy of 87 lumens per watt
- Effectively replaces equivalent 150W HID at minimum
- 4000K neutral white is standard, 5000K cool white is optional, minimum 80 CRI
- DLC certified optics provide excellent uniformity ideal for general facade, target and landscape illumination
- Fixtures are IP66 rated and suitable for use in ambients from -40°C to 40°C
- Rated system life of 100K hours for the driver and LED (>L₇₀) at ambients up to 30°C
- 5-year limited warranty, see philips.com/warranties for details
- LPF2 stocked in dark bronze, 120-277V and 4000K Neutral White for quick 2-day shipment
- Additional made to order versions available that are assembled in the USA, consult factory for current lead time

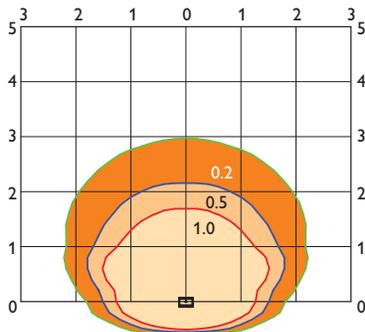
Performance Specifications

Beam Specs	Flood (FL)
Initial Lumens (4K and 5K) ¹⁷	3,460
Average Wattage ¹⁸	40W
Lumens/Watt	87
NEMA Beam	6H x 6V
50% beam (horizontal X vertical)	93° x 79°
10% beam (horizontal X vertical)	127° x 105°
Max Candela	1,974 cd

17. Lumen values based on photometric tests performed in compliance with IESNA LM-79.
 18. System input wattage may vary based on input voltage, by up to +/- 8%, and based on manufacturer forward voltage, by up to +/- 4%.

Photometrics

Flood (FL)

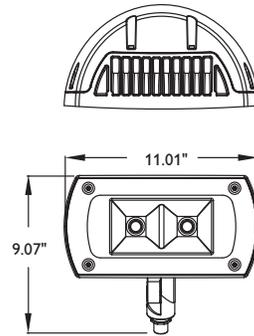


LPF2 40W - 12' Mounting Height, 30° Tilt

Mounting Height	18	15	12	10	8
Multiplier	0.32	0.56	1.0	1.5	2.5

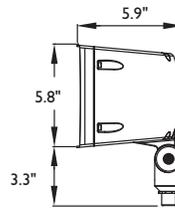
Notes: Grid is in multiples of mounting height and values shown are in footcandles.
 Values shown are based on initial lumens.

Dimensions



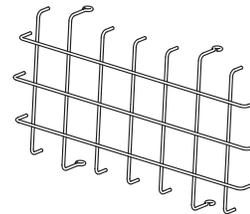
Approximate luminaire weight – 7.3lbs (3.3kg)

Fixture EPA - 0.39 sq. ft.

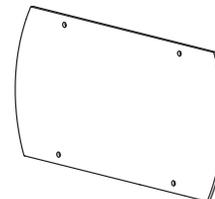


Accessory Details (must be ordered separately)

LPF2WG wire guard (field installed)



LPF2SG stone guard (field installed)



LPFW10 wall adapter (field installed)





LYTEPRO LED SMALL FLOODLIGHT 40W LPF2

Specifications

General Description

The Philips Stonco LytePro LED Small Floodlight 40W LPF2 combines excellent performance, design and value to meet the needs for the energy and budget conscious. The LPF2 is available with a 1/2" NPT knuckle for ease of installation and an all-purpose Flood optical distribution suitable for use on a wide range of applications. A single primary SKU is available in stock for 2-day quick ship while a more comprehensive offering is available made-to-order with multiple offerings that include fusing, photocontrol, Dimmable, NW and CW color temps and three standard finishes.

Housing

Die-cast housing houses both the LED and driver assemblies. Design incorporates integrated heatsinking to maximize thermal performance and reliability.

Mounting

The LPF2 comes standard with a 1/2" NPT knuckle mount to allow for wide range of aiming and adjustability. Optional LPFW10 mounting accessory can be field installed to allow for easy installation to a wall or surface. Caution: Philips Stonco is not responsible for failure of mounting components supplied by others. Proper care should be exercised in mounting component selection and installation to insure adequate luminaire support, given system weight, vibration potential, exposure to the elements, thermal conditions present in the given application, etc. If luminaires are not properly supported and installed correctly per local codes and requirements, this may result in damage or injury caused by the luminaire, for which Philips Stonco is not responsible.

IP Rating

Entire fixture is rated IP66 rated, including driver and optical assemblies. Use of field installed LPFW10 wall mount accessory is rated to IP54, but luminaire housing remains IP66.

LED Board and Array

The LPF2 utilizes two Citizen CLL032 COB (Chip On Board) LEDs. Provides 87 lm/W at the system level. Standard color temp is 4000K +/- 250K, with optional 5000K available. Both color temps have a minimum 80 CRI.

LED Thermal Management

Housing design integrates thermal heatsinking between the optical and driver assemblies, allowing for pass-through convective cooling which promotes airflow for improved and maximum heat dissipation. This results in maximized performance and reliability of critical components to ensure long LED system life.

Optical Systems

LPF2 is standard with a specular vacuum metalized reflector that provides a very uniform and highly efficient all purpose flood distribution, suitable for use in wide range of applications.

Energy saving benefits and controls

The LPF2 has a system efficacy of 87 lm/W at a system wattage of 40W. It provides significant energy savings over traditional HID systems less controls. Optional Dimmable controls provides additional maximum energy savings by dimming to 25% low for 6 hours.

Electrical

Driver efficiency (>90% standard). 120-347V available (restrictions apply). Temp range: -40°C (-40°F) to 40°C (104°F). Open/short circuit protection. RoHS compliant. Surge protector standard and is in accordance with IEEE / ANSI C62.41.2 guidelines, with a surge current rating of 10,000 amps (10KVA).

Listings

Product is UL and cUL listed to the UL1598 standard, suitable for Wet Locations. Suitable for use in ambients from -40°C to 40°C (-40°F to 104°F). The LPF2 luminaire with either 4K Neutral White or 5K Cool White LEDs and flood optics is DesignLights Consortium® qualified. Stock SKUs of the LPF family are made in China while all made-to-order configurations are assembled in the USA.

Finish

Each luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycidic isocyanurate (TGIC) textured polyester powdercoat finish. Standard finish on all stocked LPF luminaires is Textured Dark Bronze. Textured White and Dark Gray are also available as optional colors for made-to-order products.

Warranty

LPF2 luminaires, the LED arrays, and the drivers are all covered by a 5-year limited warranty. See philips.com/warranties for details.

Predicted Lumen Depreciation Data¹⁹

Ambient Temp. °C	TM-21 Calculated L ₇₀ hrs ^{19,20}	Reported L ₇₀ Per TM-21 ^{20,21}	Lumen Maint. % @60,000 hrs
up to 40°C	269,000 hrs	>48,000 hrs	91.5%

19. Calculated performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions.
 20. L₇₀ is the predicted time when LED performance depreciates to 70% of initial lumen output.
 21. Reported per IESNA TM21-11. Published L₇₀ hours limited to 6 times actual LED test hours.



Attachment #8: Relevant Code Sections

Section 11.04

1. Monument signs.
 - i. Number.
 1. No more than one monument sign per lot or unified business center each of which has a minimum front footage of 100 feet along a single street shall be permitted with the following exception: Monument identification signs (directory signs) in lieu of wall signs shall be permitted in a multi-tenant office or industrial building provided that each tenant has a separate at grade entrance.
 - v. Setback. No monument sign shall be located closer than ten feet to an exterior property line, nor closer than fifty feet to an interior property line. For a monument sign constructed at a unified business center under multiple ownerships, interior lot lines shall only pertain to the outermost lot line.

11.07 General Regulations

5. Illumination onto residential districts. No illuminated freestanding sign may be located within 75 feet of any residential zoning district. The illumination of any sign shall be diffused or indirect and nonflashing. Illumination of all signs shall be so arranged that there will be no glare directed onto nearby properties or any public right-of-way.
6. Hours of illumination. With the exception of public service signs and flags, all illuminated signs shall be turned off between the hours of 11:00 p.m. and 7:00 a.m. unless the business establishment is engaged in the operation of its business with employees on the premises during such period.

Attachment #9: Variation Standards

Section 5.15 Major Variations

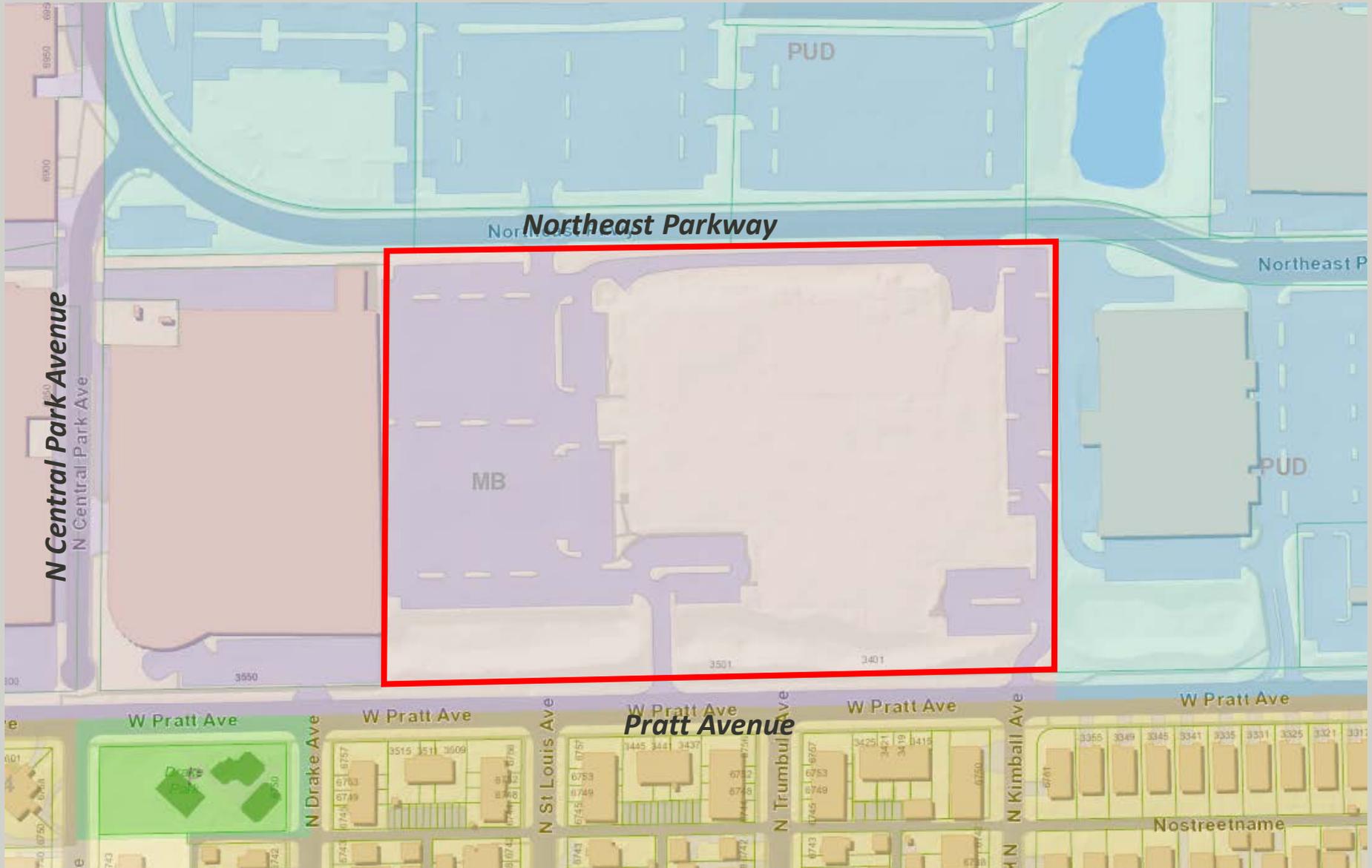
(7) Standards. In determining whether in a specific case there are practical difficulties or particular hardships in the way of carrying out the strict letter of this Zoning Ordinance, there shall be taken into consideration the extent to which the following facts are established:

- a. The requested Major Variation is consistent with the stated intent and purposes of this Zoning Ordinance and the Comprehensive Plan;
- b. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced;
- c. The conditions upon which the petition for the Variation is based would not be applicable generally to other property within the same zoning district;
- d. The Variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property;
- e. The alleged difficulty or hardship has not been created by any person presently having an interest in the property;
- f. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;
- g. The Variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property; and
- h. The proposed Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.
- i. For Variations from Article XI of this Zoning Ordinance:
 - 1) The proposed Variation is consistent with the statement of purpose set forth in Section 11.01 of this Zoning Ordinance;
 - 2) The proposed sign complies with any additional standards or conditions set forth in Article XI of this ordinance;
 - 3) The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any; and
 - 4) The proposed sign conforms with the design and appearance of nearby structures and signs.

Case #ZB-13-17
Sign Variations

**Monument Sign
Variations for
3401-3501
Northeast Parkway**

Site Context

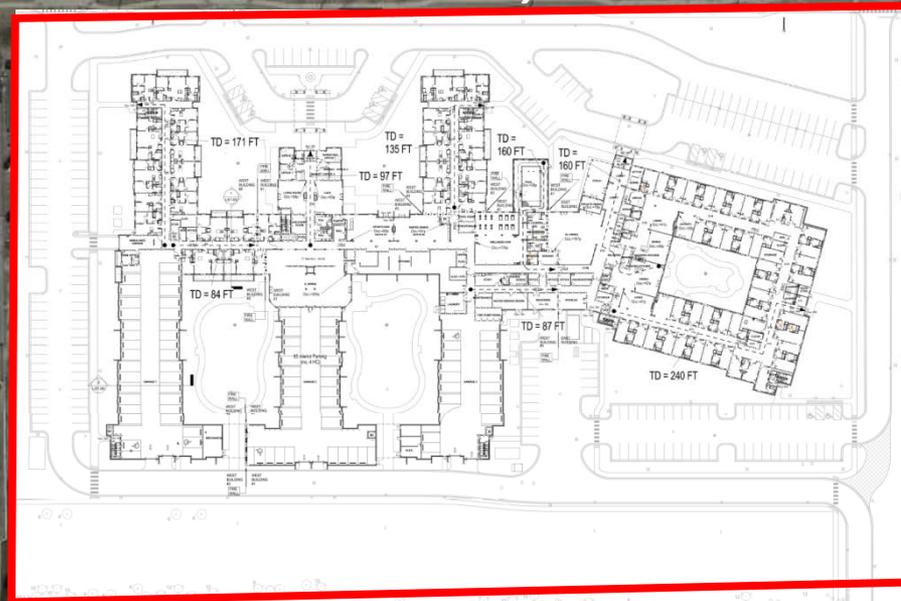


Site Context



Summary of the Request

- Site being built out as per 2016 approved Development Plan
- 13+ acres with frontage on Northeast Parkway and Pratt Avenue
- 383 senior housing units (mix of independent, assisted living, and memory care)



N Central Park Avenue

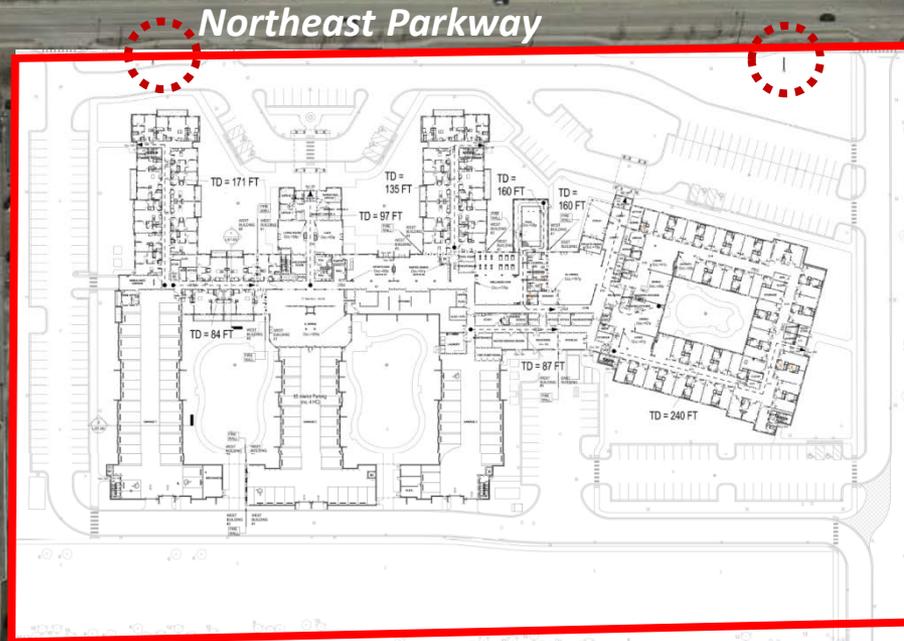
Northeast Parkway

Pratt Avenue

Summary of the Request

Two existing monument signs installed along Northeast Parkway

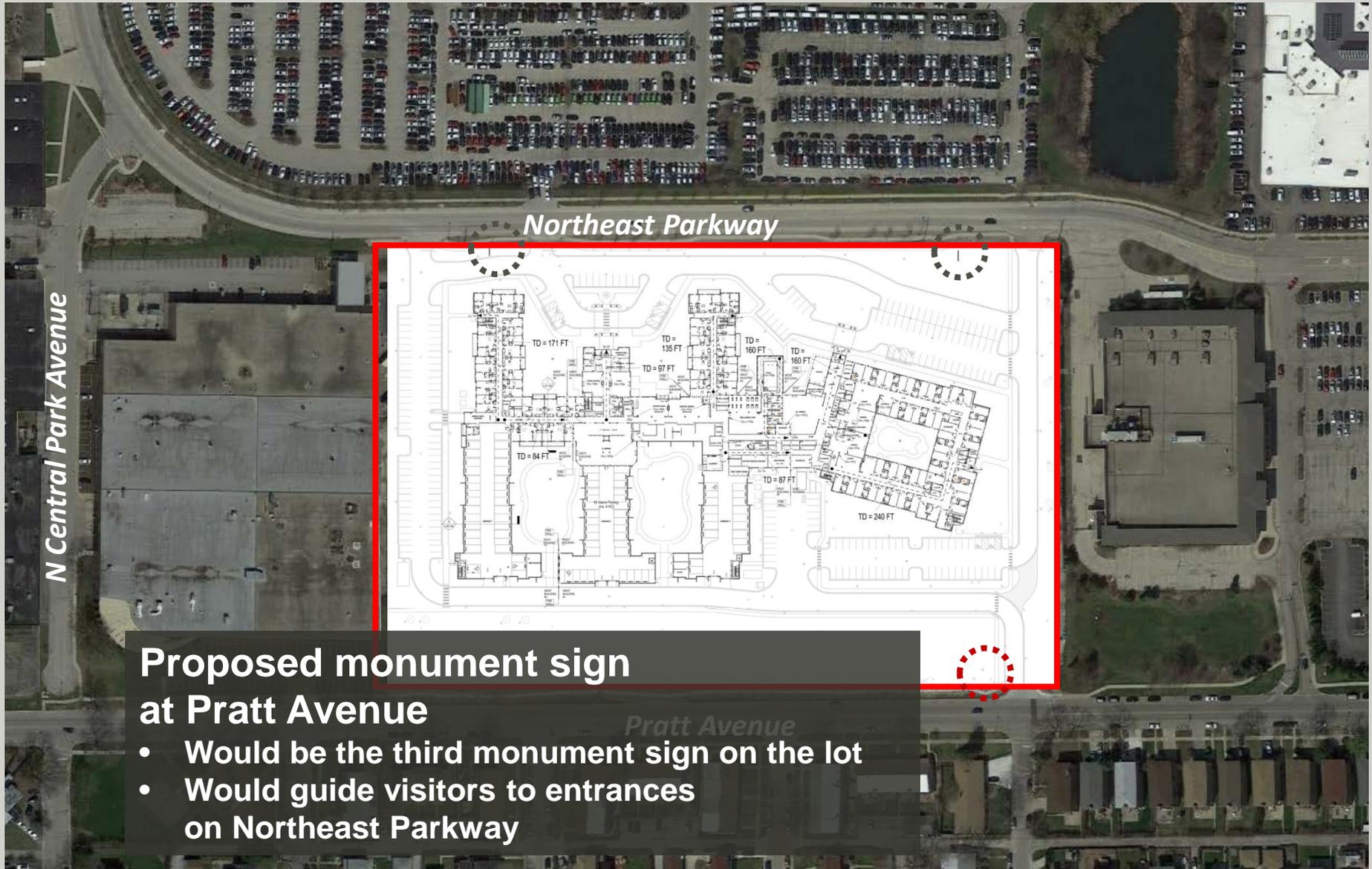
- Only one permitted per lot
- Located closer than 10' from lot line (1.05' and 4.73')
- Installed as per approved Development Plan
- Did not receive formal zoning approval



Pratt Avenue

N Central Park Avenue

Summary of the Request

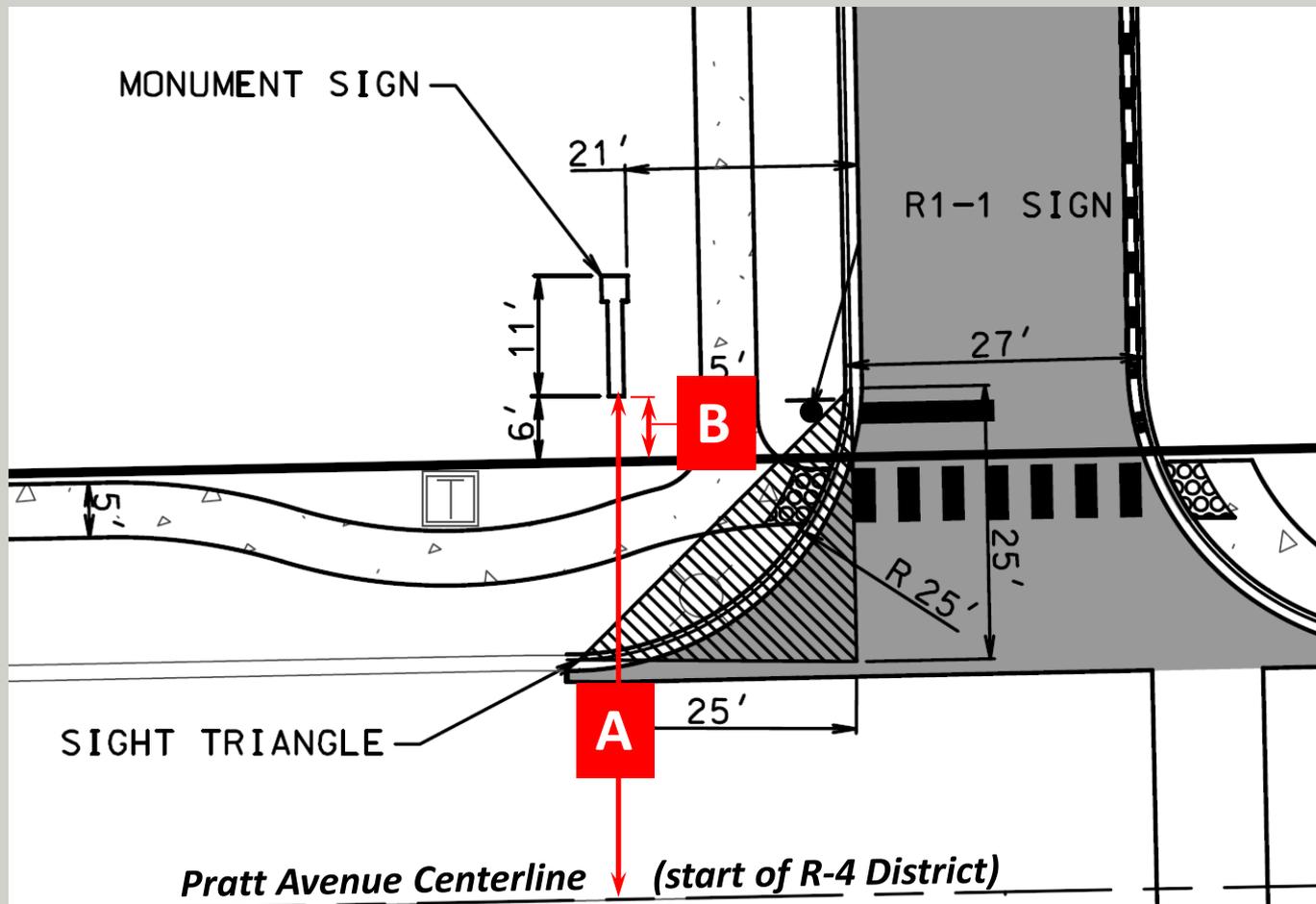


Proposed monument sign at Pratt Avenue

- Would be the third monument sign on the lot
- Would guide visitors to entrances on Northeast Parkway

Summary of the Request

- A. Illuminated sign 46' from R4 zoning district
- B. Sign 6' from lot line

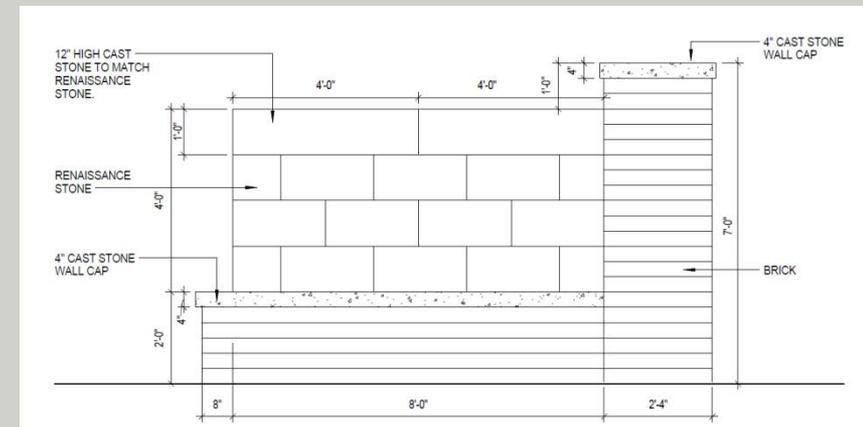
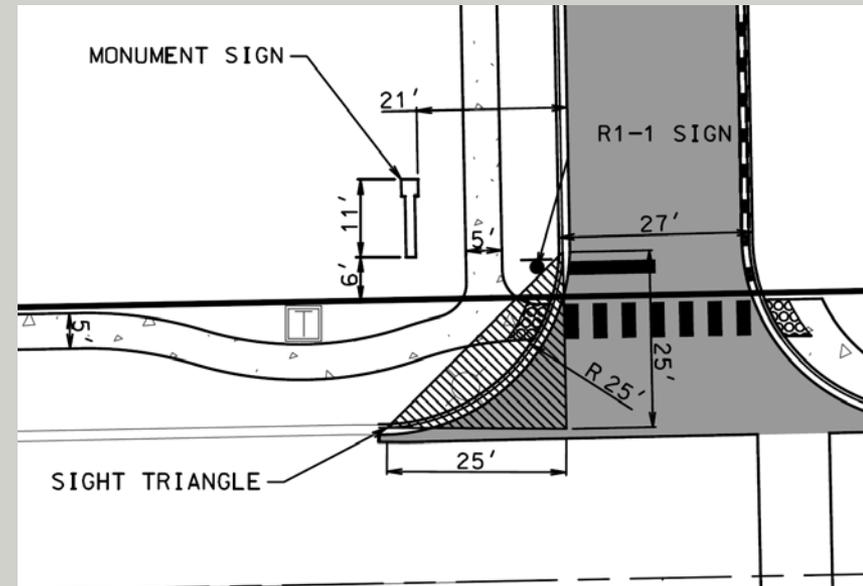


Required Variations: All Signs

- Section 11.04(1)i
 - No more than one monument sign is permitted per lot.
 - 2 already installed, 1 proposed
- Section 11.04(1)v
 - Monument signs require a 10' setback from exterior property lines.
 - 2 existing signs encroach but are built as per approved plan
 - Proposed sign would be 6' from lot line

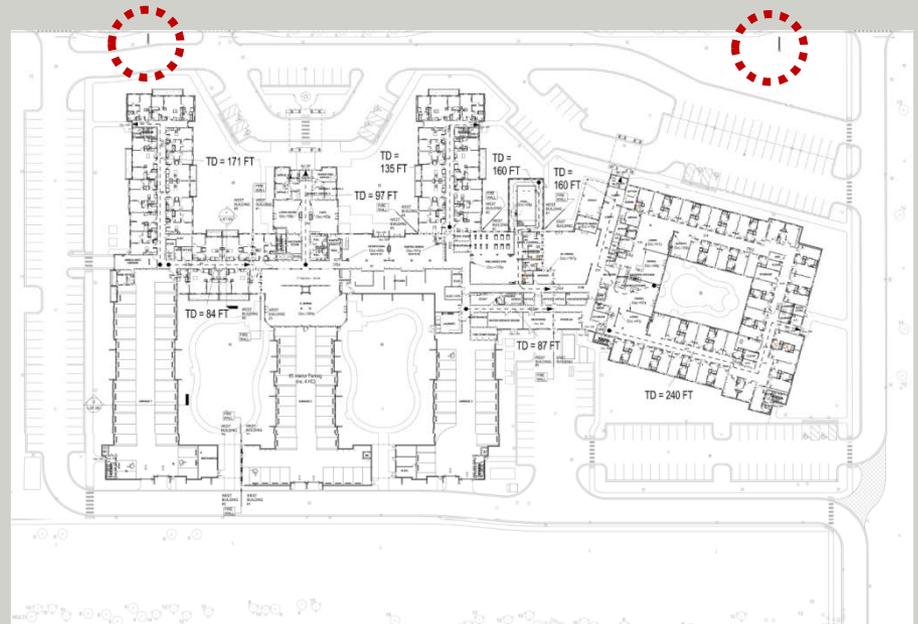
Required Variations: Pratt Ave. Sign

- Section 11.07(5)
 - Illuminated freestanding signs prohibited from being within 75' of a residential zoning district.
 - Proposed sign approx. 46' from R4 district and 91' from the closest lot in that district



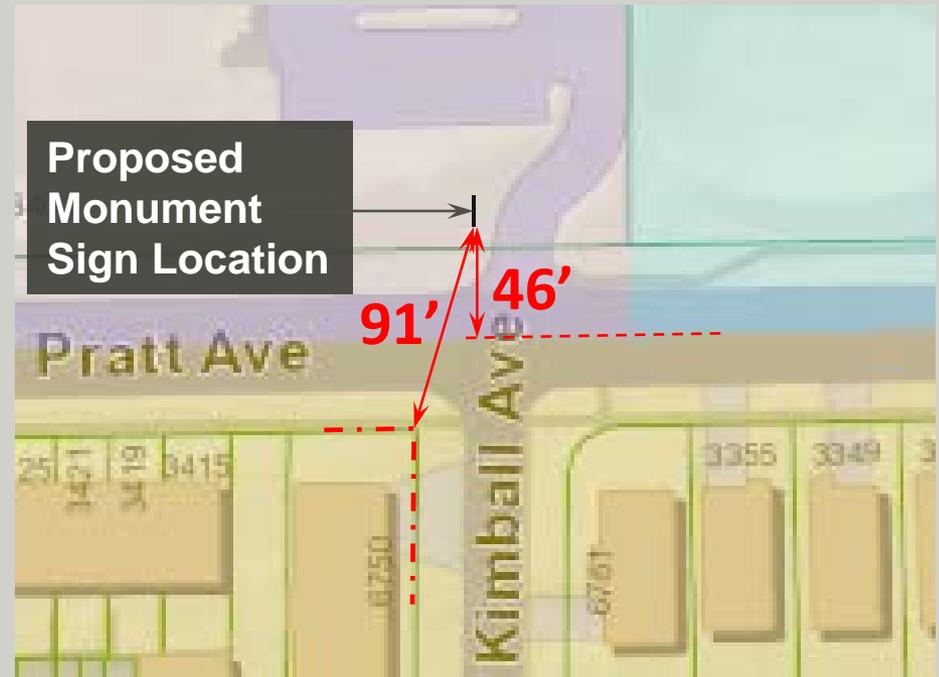
Considerations

- 2016 Approved Development Plan
 - Included the monument signs along Northeast Parkway
 - Signs were installed during the summer of 2017



Considerations

- Hours of Illumination
 - 75' required setback from residential zoning district
 - 91' from nearest residential lot
 - Prohibited between 11 PM and 7 AM



ZBA Hearing

- ZBA Concerns:
 - Existing sign setbacks based on 2016 approved development plan
 - Clarity of Pratt Avenue sign to accomplish goal of redirection
 - Lack of landscaping around the Pratt Avenue sign
 - Glare of uplighting for Pratt Avenue sign
 - Setback of and visibility around Pratt Avenue sign relative to sidewalk

ZBA Hearing

- Outcomes:
 - Request for Variation from landscaping requirements was withdrawn
 - Uplighting would be aimed to the north to the extent possible
 - Proposed setback modified to 6' to allow visibility around the sign at the sidewalk

ZBA Hearing

- Motion:
 - Approve two monument signs along Northeast Parkway in existing locations
 - Motion passed 4-1
- Motion:
 - Approve an illuminated third monument sign along Pratt Avenue 6' from property line and less than 75' from a residential district
 - Motion passed 5-0

Requested Action

Approval of an Ordinance to allow:

- A total of three monument signs on the same lot
- Monument signs to be located along Northeast Parkway less than 1.05' and 4.73' from the exterior property line, respectively
- Monument sign to be located along Pratt Avenue 6' from the exterior property line
- Illuminated monument sign to be located less than 75' from a residential district

Request For Board Action

REFERRED TO BOARD: December 5, 2017

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Economic Development Commission to Adopt a Resolution Approving a Combination of Property Enhancement Program (PEP) and Green Initiatives for Tomorrow (GIFT) Grants in an Amount not to Exceed \$25,000 Per Property for Property Owned by Alan Gluck of Econocare, at 6980 and 6990 North Central Park Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Mr. Alan Gluck, property owner of 6980 and 6990 North Central Park Avenue, has applied for PEP and GIFT Grants for a project that spans two separate properties owned by Mr. Gluck under different ownership entities related to his business, Econocare. 6980 North Central Park houses LTC Interiors (an Econocare subsidiary) and North Light Theater Scene Shop, through the 6980 Central Park LLC, and 6990 North Central Park Avenue houses Econocare. The project, for which PEP and GIFT Grants are requested, consists of storefront improvements to the primary public façade of the building, along with landscaping upgrades and energy-efficient building installations. Specifically, the storefront improvements include removal of a dated mansard roof, addition of a more modern architectural siding as well as the installation of three metal canopies over entries to the two buildings, new energy-efficient lighting under each metal canopy, the addition of two new storefront doors (front and rear), replacement of fifteen existing windows with more energy-efficient windows, and replacement of older evergreen hedges with a more natural (less water dependent) planting design.



Existing Public-Facing Façade of 6980/6990 North Central Park Avenue



Proposed Storefront Renovations at 6980/6990 N. Central Park Avenue

These properties are eligible for PEP/GIFT Grants that are part of the special set-aside funds for properties in the Northeast Industrial District (NEID) TIF, which overlays the Lincolnwood Business Park. There is a total of \$50,000 available for PEP/GIFT Grants in this area for this fiscal year. As is the case for Village-wide PEP Program requests, there is a maximum grant limit of \$25,000 per property, per project. Similarly for the Village-wide GIFT Grant requests, there is a maximum grant limit of \$10,000 per property, per project. These limitations are subject to the amount of funds available, which in this case, at \$50,000 total, is less than the maximum permitted per each program. Both PEP and GIFT Grants require that the property owner fund at least 50% of the total project costs.

The owner has submitted the three bids, summarized below, for each requested PEP/GIFT grant, with a cost range of \$181,300 to \$215,400 for the entire project, spanning both properties. Since the project spans the storefront of both properties, the overall bid amounts for each component of the project apply to the entire storefront and are not broken down by property. However, given that the proposed improvements are consistent across the entire storefront, the costs per property are divided based on length of storefront per property. In this case 6980 North Central Park Avenue represents approximately 64% of the total frontage, and 6990 North Central Park Avenue represents 36% of the total frontage. The costs of the storefront improvements have been split accordingly in the tables on the following pages.

Bidders	6980 Central Park (PEP/GIFT Request 1)	6990 Central Park (PEP/Gift Request 2)	Total
D.S.P. Remodeling Services, Inc.	\$120,866.66	\$60,433.33	\$181,300.00
Gefen Builders Inc.	\$130,233.33	\$65,116.67	\$195,350.00
Sunshine Construction Inc.	\$143,600.00	\$71,800.00	\$215,000.00

PEP/GIFT eligible projects per property, based on the low-bid quote of D.S.P. Remodeling Services, Inc. (preferred vendor of Applicant) are summarized as follows:

6980 North Central Park Avenue

Expense Type	Bid Amount
GIFT-Eligible:	
LED Lighting	\$4,864
Energy Star Windows & Doors*	\$27,904
Total GIFT-Eligible	\$32,768 @ 50% = \$16,384
PEP-Eligible:	
Storefront Demolition	\$2,240
New Barrel Roof	\$23,168
New Siding/Painting	\$38,016
Landscaping	\$7,808
Total PEP-Eligible	\$71,232 @ 50% = \$35,616
Total Eligibility for 6980 Central Park	\$52,000

(* Must provide documentation demonstrating energy-efficient requirements are met)

6990 North Central Park Avenue

Expense Type	Bid Amount
GIFT-Eligible:	
LED Lighting	\$2,736
Energy Star Windows & Doors*	\$15,696
Total GIFT-Eligible	\$18,432 @ 50% = \$9,216
PEP-Eligible:	
Storefront Demolition	\$1,260
New Barrel Roof	\$13,032
New Siding/Painting	\$21,384
Landscaping	\$4,392
Total PEP-Eligible	\$40,068 @ 50% = \$20,034
Total Eligibility for 6990 Central Park	\$29,250

(* Must provide documentation demonstrating energy-efficient requirements are met)

At its November 15, 2016 meeting, the Economic Development Commission considered the PEP and GIFT Grant requests for these two properties. The EDC discussed the fact that there are sufficient eligible improvements to warrant a \$35,000 PEP/GIFT Grant for 6980 North Central Park Avenue and \$29,250 for 6990 North Central Park Avenue, but that the funds available for both requests amount to a total of \$50,000. The EDC determined that the total available funds of \$50,000 should be divided according to storefront frontage, with \$32,000 awarded to 6980 North Central Park Avenue (representing 64% of funds for the proportionate share of the storefront) and \$18,000 for 6990 North Central Park Avenue (representing 36% of funds for the proportionate share of the storefront). Further, the EDC recommended a stipulation that the work be completed no later than six months after Village Board approval of the PEP/GIFT incentive request. If the work is not completed in that time frame, the EDC recommended that the Applicant be required to return to the EDC to request an extension. The Applicant agreed to this stipulation.

After further discussion, the EDC provided a recommendation for approval, by a 8-0 vote, of PEP/GIFT Grants in the amount of \$32,000 for 6980 North Central Park Avenue and \$18,000 for 6990 North Central Park Avenue, subject to work being completed within six months after the date of approval or an

extension request being required, and a stipulation that the amount awarded be no greater than 50% of the project costs for each particular property.

In addition to the requested grant approvals, the subject properties will require a building permit for the proposed improvements. The attached Resolution has been prepared for consideration, should the Village Board be amenable to this request.

FINANCIAL IMPACT:

Maximum expenditure of a total of \$50,000 from the Northeast Industrial District (NEID) TIF 2018 Budget, for 6980 North Central Park Avenue and 6990 North Central Park Avenue.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Staff Memorandum to EDC
3. PEP/GIFT Grant Applications
4. Property Survey
5. Title Report
6. Bid Proposals
7. Proposed Building Elevation and Site Plan
8. Photographs of Property
9. PEP Grants Summary (2000-2017)
10. November 15, 2017 EDC Meeting Minutes (Draft)
11. December 5, 2017 Village Board PowerPoint Presentation

RECOMMENDED MOTION:

Move to approve a Resolution approving Property Enhancement Program (PEP) and Green Initiatives for Tomorrow (GIFT) Grants in a total amount, for both 6980 North Central Park Avenue and 6990 North Central Park Avenue combined, not to exceed \$50,000.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

**A RESOLUTION APPROVING THE AWARD OF
PROPERTY ENHANCEMENT PROGRAM (PEP) GRANTS AND
GREEN INITIATIVES FOR TOMORROW (GIFT) GRANTS
FOR IMPROVEMENTS TO 6980 & 6990 CENTRAL PARK AVENUE**

WHEREAS, the Village has established: (i) the Property Enhancement Program (“PEP”) to help to encourage businesses in the Village to undertake significant visible improvements to their property; and (ii) the Green Initiatives For Tomorrow Grant Program (“GIFT”) to encourage businesses in the community to implement energy-efficient, sustainable or ecologically-friendly improvements to their property located within the Village; and

WHEREAS, the PEP provides grants to assist Village businesses in making certain qualifying exterior improvements to beautify properties (“*PEP Grant*”); and

WHEREAS, pursuant to the PEP, the Village Economic Development Commission (“*EDC*”) recommends approval of a PEP Grant, and the Village President and Board of Trustees approves a PEP Grant, based on the following criteria: (i) the project’s attractiveness and visual impact; (ii) the comprehensive nature of the improvements; (iii) the amount of private reinvestment proposed; and (iv) the ability of the business to proceed with the project (collectively, the “*PEP Criteria*”); and

WHEREAS, the GIFT provides grants to assist Village businesses in making certain qualifying environmentally-friendly improvements to their properties (“*GIFT Grant*”); and

WHEREAS, pursuant to the GIFT, the EDC recommends approval of a GIFT Grant, and the Village President and Board of Trustees approves a GIFT Grant, based on the following criteria: (i) the project’s impact on the environment; (ii) the comprehensive nature of the improvements; (iii) the project’s attractiveness and visual impact; (iv) the amount of private reinvestment proposed; and (v) the ability of the business to proceed with the project (collectively, the “*GIFT Criteria*”); and

WHEREAS, 6980 Central Park, LLC (“*6980 Owner*”) is the owner of that certain parcel of real estate in the Village at the address commonly known as 6980 North Central Park Avenue (“*6980 Property*”); and

WHEREAS, Alan Gluck (“*6990 Owner*”) is the owner of that certain parcel of real estate in the Village at the address commonly known as 6990 North Central Park Avenue (“*6990 Property*”); and

WHEREAS, the 6980 Owner and the 6990 Owner (collectively, the “*Applicant*”) submitted an application for PEP Grants and GIFT Grants for the 6980 Property and the 6990 Property (collectively, the “*Properties*”) to offset a portion of the cost of the following proposed improvements to the Properties: (i) the removal of the existing storefront façade, including the existing mansard roof, three storefront doors, 15 windows, and light fixtures, on the east exterior wall of the existing buildings on the Properties (“*East Wall*”); (ii) the installation of a new storefront façade, including modern architectural

siding, painted brick, three metal canopies, three energy-efficient storefront doors, 15 energy-efficient windows, and energy-efficient light fixtures, on the East Wall; (iii) the installation of an energy-efficient storefront door on the west exterior wall of the existing buildings on the Properties (“*West Wall*”); and (iv) the removal of the existing evergreen hedges and planting of native, less water-dependent plantings on the Properties (collectively, the “*Improvements*”); and

WHEREAS, at its regular meeting on November 15, 2017, the EDC: (i) considered the Applicant’s application for PEP Grants and GIFT Grants for the Properties; (ii) determined that it satisfied both the PEP Criteria and GIFT Criteria; and (iii) voted to recommend that the Village President and Board of Trustees approve the award to the Applicant of PEP Grants and GIFT Grants in the cumulative amounts of \$32,000.00 for the 6980 Property and \$18,000.00 for the 6990 Property, all to be applied toward the cost of the Improvements; and

WHEREAS, the President and Board of Trustees have reviewed the recommendations of the EDC and have determined that the Applicant’s application for PEP Grants and GIFT Grants for the Properties satisfies the PEP Criteria and GIFT Criteria; and

WHEREAS, the Village President and Board of Trustees have determined that the award of PEP Grants and GIFT Grants to the Applicant to complete the Improvements 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. AWARD OF PEP GRANTS AND GIFT GRANTS. Subject to, and contingent upon, the conditions set forth in Section 3 of this Resolution, the Village President and Board of Trustees hereby award to the Applicant a PEP Grant and a GIFT Grant for each of the Properties to complete the Improvements, in a cumulative grant amount not to exceed \$32,000.00 for the 6980 Property and \$18,000.00 for the 6990 Property, or \$50,000.00 combined for the two Properties.

SECTION 3. CONDITIONS OF AWARD OF PEP GRANTS AND GIFT GRANTS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Village’s Zoning Ordinance, the award of the PEP Grants and GIFT Grants in Section 2 of this Resolution is subject to, and contingent, upon the following conditions:

- A. No portion of the PEP Grants or GIFT Grants will be disbursed to the Applicant until:
 - 1. The following Improvements have been completed on the Property:
 - a. The removal of the existing storefront façade, including the existing mansard roof, three storefront doors, 15 windows, and light fixtures, on the East Wall;

- b. The installation of a new storefront façade, including modern architectural siding, painted brick, three metal canopies, three energy-efficient storefront doors, 15 energy-efficient windows, and energy-efficient light fixtures, on the East Wall, in compliance with the Proposed Site Plan & Front Elevation and 3-D Views, prepared by McCollum Architects and consisting of two sheets, with a latest revision date of September 26, 2017, a copy of which is attached to and, by reference, made a part of this Resolution as **Exhibit A**;
 - c. The installation of an energy-efficient storefront door on the West Wall; and
 - d. The removal of the existing evergreen hedges and planting of native, less water-dependent plantings on the Properties;
- 2. The Village has inspected and verified completion of the Improvements set forth in Section 3.A.1 of this Resolution;
 - 3. The Applicant has submitted to the Village copies of all bills paid by the Applicant with respect to the Improvements, along with verification of payment; and
 - 4. The Applicant submits a written agreement to the Village in which it agrees to comply with all terms and conditions of this Resolution.
- B. No portion of the PEP Grants or GIFT Grants will be disbursed to the Applicant if the Improvements set forth in Section 3.A.1 are not completed on or before June 5, 2018.
 - C. The PEP Grant and GIFT Grant for the 6980 Property will be disbursed to the Applicant in the lesser amount of: (a) 50% of the actual cost of the Improvements completed on the 6980 Property, as verified and approved by the Village; and (b) \$32,000.00.
 - D. The PEP Grant and GIFT Grant for the 6990 Property will be disbursed to the Applicant in the lesser amount of: (a) 50% of the actual cost of the Improvements completed on the 6990 Property, as verified and approved by the Village; and (b) \$18,000.00.
 - E. If within five years after the completion of the Improvements, the Improvements are subsequently removed or damaged, except by an act of God, the Applicant must repay to the Village all PEP Grants and GIFT Grants funds received by the Applicant.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2017.

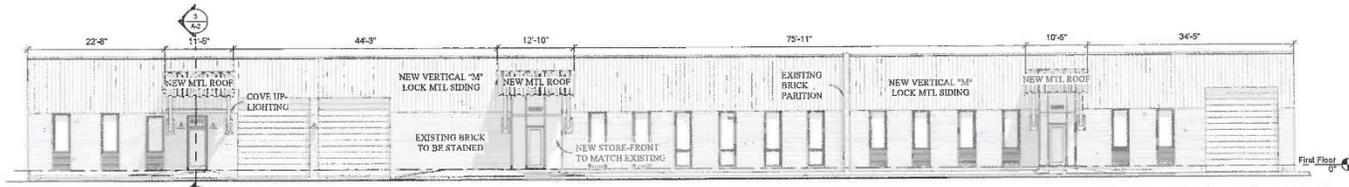
Barry I. Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2017

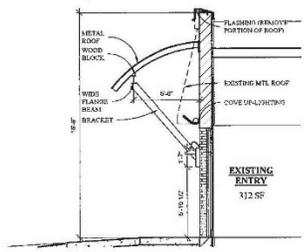
Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

EXHIBIT A

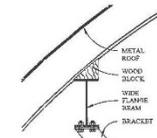
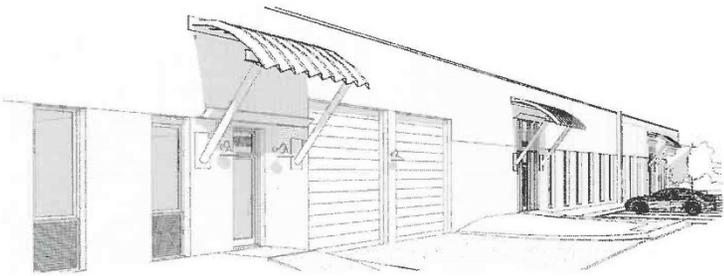
PROPOSED SITE PLAN & FRONT ELEVATION AND 3-D VIEWS



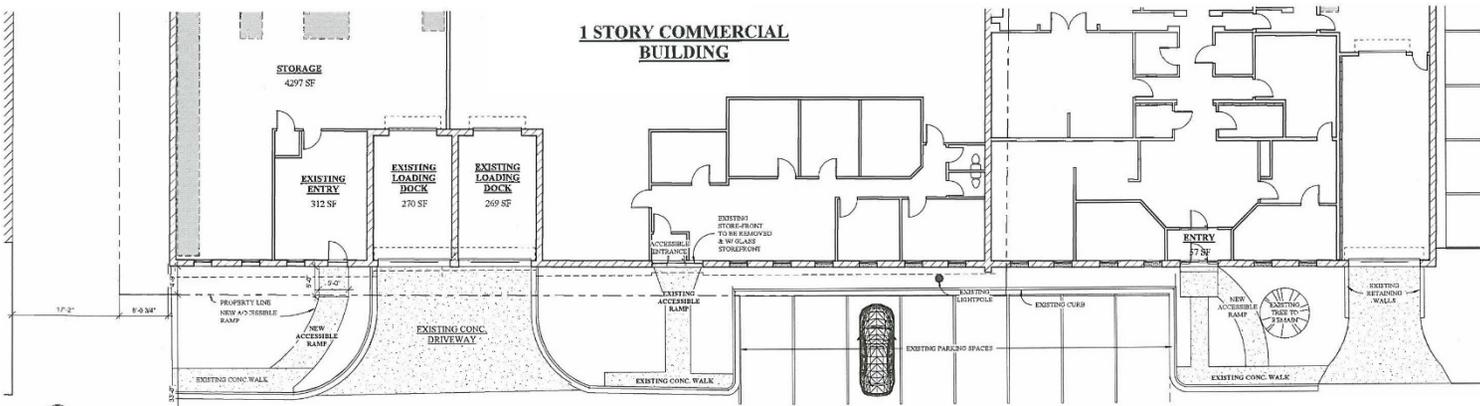
Proposed Elevation At N. Central Park Ave.
 ① 1/16" = 1'-0"



③ Section Thru Entry
 148" = 1'-0"



④ Beam Detail
 112" = 1'-0"



② Proposed 1st Floor Plan
 1/16" = 1'-0"

N. CENTRAL PARK AVE.

Architect
 William O.
 McCollum
 16109 Red Arrow Hwy
 Union Park, IL 60129
 phone: (312) 555-7068
 fax: (312) 469-9219
 wj@williamocollum.com

FACADE REBATE AT:
 6970 - 6990 N. Central Park Ave., Lincolnwood, IL

REVISIONS	
SCHEMATIC	06/29/15
DESIGN DEV.	08/07/15
PRESENTATION SET	09/24/17

Job No. 1506
 Drawn by: MH
Proposed Site Plan & Front Elevation

Sheet No.
A-2

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Exhibit A-2



Architect
 William O.
 McCollum
 16109 Red Arrow Hwy
 Lincoln Park, MI 48129
 phone: (312) 550-7008
 fax: (269) 469-9219
 wmc@wmc-mccollum.com

FACADE REBATE AT:
 6970 - 6990 N. Central Park Ave. Lincolnwood, IL

REVISIONS	
SYNEMATIC	02/24/15
PERISH DRAW	04/27/15
PRESENTATION SET	06/24/15

Job No. 1506
 Drawn by: MMT

3-D Views

Sheet No.
A-3

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MEMORANDUM

TO: Chair and Members
Economic Development Commission

FROM: Steve McNellis
Community Development Director

DATE: November 15, 2017

SUBJECT: **Item #5 – PEP/GIFT Grant Requests for 6980/6990 North Central Park Avenue**

Attached is an application from Mr. Alan Gluck, owner of two adjacent properties: 6980 North Central Park Avenue and 6990 North Central Park Avenue (see attached map for location). Per the attached applications, Mr. Gluck owns 6980 North Central Park Avenue, which houses LTC Interiors and North Light Theater Scene Shop, through the 6980 Central Park LLC and 6990 North Central Park Avenue through his company, Econocare, which operates from that location. The buildings at these locations consist of taller-ceiling, one-story buildings that house office/warehouse uses. LTC Interiors and Econocare are related companies that specialize in health care group-purchasing and interior design of health care facilities. North Light Theater Scene Shop is a warehouse and set and prop design shop. These properties are located in the Lincolnwood Business Park. The visibility of these properties has heightened lately with the recent opening of the UP Bike Trail behind the buildings and the entrance to the new Trailhead parking lot immediately to the north.

This is essentially one project spanning two properties, thus the request for two separate PEP/GIFT Grants. The projects for which these grants are sought consists of storefront improvements to the primary public façade of the building, along with landscaping upgrades and the installation of new energy-efficient lighting, windows, and storefront doors. Specifically, the storefront improvements include removal of a dated mansard roof, addition of a more modern architectural siding, as well as the installation of three metal canopies over entries to the two buildings, new energy-efficient lighting under each metal canopy, the addition of two new storefront doors (front and rear), the replacement of fifteen existing windows with more energy-efficient windows, and replacement of older evergreen hedges with a more natural (less water dependent) planting design.

These properties are eligible for PEP/GIFT Grants that are part of the special set-aside funds for properties in the Northeast Industrial District (NEID) TIF, which overlays the Lincolnwood Business Park. There is a total of \$50,000 available for PEP/GIFT Grants in this area for this

fiscal year. As is the case for Village-wide PEP Program requests, there is a maximum grant limit of \$25,000 per property, per project. Similarly for the Village-wide GIFT Grant requests, there is a maximum grant limit of \$10,000 per property, per project. Of course these limitations are subject to the amount of funds available, which, in this case, at \$50,000 total, is less than the maximum permitted per each program. Both PEP and GIFT Grants require that the property owner fund at least 50% of the total project costs. The owner has submitted the three bids summarized below for each requested PEP/GIFT grant, with a cost range of \$181,300 to \$215,400 for the entire project, spanning both properties. Since the project spans the storefront of both properties, the overall bid amounts for each component of the project apply to the entire storefront and are not broken down by property. However, given that the proposed improvements are consistent across the entire storefront, the costs per property can be divided based on length of storefront per property. In this case 6980 North Central Park Avenue represents approximately 64% of the total frontage, and 6990 North Central Park represents 36% of the total frontage. The costs of the storefront improvements have been split accordingly in the second and third tables on the following pages.

The Owner's preferred contractor is the low bidder, D.S.P. Remodeling Services, Inc. The GIFT eligible expenses for each building include the proposed energy-efficient LED lighting and the proposed Energy Star rated windows and storefront doors. The PEP eligible expenses for each building include the new barrel roof, storefront siding/painting* and landscaping along the new storefront (*Note – painting is not PEP-eligible when it is part of maintenance; however, it is eligible when it is part of a new storefront design)

Bidders	6980 Central Park (PEP/GIFT Request 1)	6990 Central Park (PEP/Gift Request 2)	Total
D.S.P. Remodeling Services, Inc.	\$120,866.66	\$60,433.33	\$181,300.00
Gefen Builders Inc.	\$130,233.33	\$65,116.67	\$195,350.00
Sunshine Construction Inc.	\$143,600.00	\$71,800.00	\$215,000.00

PEP/GIFT eligible projects per property, based on the low-bid quote of D.S.P. Remodeling Services, Inc. (preferred vendor of Applicant) are summarized as follows:

6980 North Central Park Avenue

Expense Type	Bid Amount
GIFT-Eligible:	
LED Lighting	\$4,864
Energy Star Windows & Doors*	<u>\$27,904</u>
Total GIFT-Eligible	\$32,768 @ 50% = \$16,384
PEP-Eligible:	
Storefront Demolition	\$2,240
New Barrel Roof	\$23,168
New Siding/Painting	\$38,016
Landscaping	<u>\$7,808</u>
Total PEP-Eligible	\$71,232 @ 50% = \$35,616
Total Eligibility for 6980 Central Park	\$52,000

(*Must provide documentation demonstrating energy-efficient requirements are met)

6990 North Central Park Avenue

Expense Type	Bid Amount
GIFT-Eligible:	
LED Lighting	\$2,736
Energy Star Windows & Doors*	<u>\$15,696</u>
Total GIFT-Eligible	\$18,432 @ 50% = \$9,216
PEP-Eligible:	
Storefront Demolition	\$1,260
New Barrel Roof	\$13,032
New Siding/Painting	\$21,384
Landscaping	<u>\$4,392</u>
Total PEP-Eligible	\$40,068 @ 50% = \$20,034
Total Eligibility for 6990 Central Park	\$29,250

(*Must provide documentation demonstrating energy-efficient requirements are met)

The improvements at 6980 North Central Park Avenue would be eligible for the maximum cap of \$35,000 for PEP and GIFT grants combined. The improvements at 6990 North Central Park Avenue would be eligible for slightly less than the cap, as their eligible costs are less than \$35,000 and 50% of the total cost of work on 6990 North Central Park Avenue would be slightly over \$30,000. However, based on the budgeted funds available in the funds set aside for the NEID TIF, a request of \$25,000 per property would meet the eligibility requirements.

Mr. Brett Pauls of Econocare, Owner's representative, will be present at the November 15, 2017 EDC meeting to present the proposed project and answer any questions regarding the scope of work, bids, etc.

Approvals Required

Other than obtaining a Village Building Permit, no other approvals are necessary in order for this project to move forward. During the Building Permit process, the Applicant will be required to provide documentation demonstrating the energy-efficient requirements detailed in the GIFT Grant stipulations are met.

Therefore, staff recommends approval of the requested PEP/GIFT Grants for 6980 North Central Park Avenue and 6990 North Central Park Avenue be subject to obtaining the required Building Permit from the Village and satisfactory completion of all construction.

Recommendation

Should the EDC support the award of the two requested PEP/GIFT Grants, the following motion would be appropriate:

Move to recommend approval of a PEP/GIFT Grant for 6980 North Central Park Avenue in the amount of \$25,000 and a PEP/GIFT Grant for 6990 North Central Park Avenue in the amount of \$25,000, subject to receipt of required Building Permit from the Village and satisfactory completion of all construction.

Attachments

1. PEP Grant Applications
2. Scope of Work and Pictures of Property
3. Location Map
4. Property Surveys
5. Proof of Ownership (Title Report to follow)
6. Bid Proposals
7. Proposed Plans
8. PEP Grants Summary (2000-2017)

6980



VILLAGE OF LINCOLNWOOD

Green Initiatives For Tomorrow

Application for Participation

Applicant Information

Applicant's Name: AIAN BRUCK
 Applicant's Address: 6990 N CENTRAL PARK AVE
 E-Mail Address: BRETT@ECONOCARE.COM
 Contact Person for Project: BRETT PAIS
 Daytime Phone Numbers: Voice: 847 212 0269 FAX: _____
 Applicant is (check all that apply) Tenant Property Owner
 Number of Year's in Lincolnwood: 30
 Contact Name/Contact Information for Applicant's Agent or Architect (if any) _____
1514 McCollum 312 550 7008
 (Note: if applicant is only a tenant, attach a letter from the property owner granting permission for project)

Property Information

Project Property Location/Address: 6980 N CENTRAL PARK
 This Property is: Retail Office Industrial Other (explain) _____
 Number of businesses on-site: 2
 Name of All Businesses/Tenants on site: LTC INTERIORS, NORTH LIGHT THEATRE
 Size of Building (dimensions or total square feet) 19309 Number of stories in Building 1
 Size of Property (dimensions or total square feet) ~26850
 Number of Parking Spaces on Property 0
 Last Year Property was Sold: 2011 Last Real Estates Taxes Paid \$ 45,656
 Property Tax Index Number(s) (PIN): UNKNOWN
 (Note: Attach a photo of this property, land survey, title report, legal description and information regarding property insurance)

Project Information

Total Anticipated Project Cost: \$ 181,300 Amount Requested From Village \$ 10,000
 Project Scope: Describe and identify all the exterior improvements proposed for this Property
 (Use additional paper if necessary to fully describe proposed project and proposed improvements)
REPLACE EXISTING ALUMINUM WINDOWS AND ONE STORE FRONT DOOR W/ MORE EFFICIENT MODELS

 If approved, estimated project completion date: _____

Note: Attach line item cost estimate, site plan/landscape plan/drawings or additional information to fully describe this project.

-OVER-

Application Statement
(Read and Sign Below)

I hereby make application to participate in Lincolnwood's Green Initiatives For Tomorrow (GIFT). In making this application I understand that the purpose of GIFT is to help encourage more environmentally friendly practices in the Village's business community and help my business become a more environmentally responsible corporate citizen. 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 GIFT 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. I also understand that any work started or completed prior to approval of the project and my participation in the GIFT program, is not eligible for reimbursement.

In making this application, I understand that the GIFT program is highly competitive, funds are limited and selection for participation is at the sole discretion of the Village. I understand that the Village will review my application and at the Village's discretion may reject or approve my participation in the program. 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 project that will meet Village "green" requirements and/or requires less Village matching funds, stands a greater chance of being funded by the Village.

I also understand that if selected for this program, the Village will establish a maximum grant award for the project and this may be at an amount lower than requested or less than half of the anticipated cost of the project. I further understand that GIFT operates as a rebate grant program and therefore if selected for participation, Village funds will be paid to me at the conclusion of the work, after submittal by me of copies of all bills and satisfactory evidence of their payment. I understand that the actual rebate amount will be calculated at 50% of the documented actual costs incurred by me for eligible expenses to complete the agreed upon improvements, up to the maximum grant amount awarded by the Village for the project.

Although GIFT is considered a grant program, I understand that the Village has an interest in the longevity of the improvements made and therefore, if within 5 years of the completion of GIFT funded improvements, said improvements are subsequently removed or damaged, (except by an Act of God), I shall have an obligation to reimburse to the Village, grant funds provided and I will repay the Village, on a pro-rata basis, the GIFT Grant amount provided me. To ensure the Village's interest and repayment, I agree to carry property insurance on the subject property, name the Village as an additional insured and I further consent to this reimbursement obligation being recorded as a covenant on the subject property. In making this application I understand and agree that if selected for GIFT participation, I must follow any and all program requirements (including securing all Village permits as may be required), in order to remain eligible for the rebate grant.

By signing this application, I hereby acknowledge that I have read the above statement and understand these important features about the GIFT Program.


APPLICANT SIGNATURE

11-7-17
DATE

THE FOLLOWING REQUIRED APPLICATION ITEMS ARE ATTACHED TO THIS APPLICATION

- Land Survey of Subject Property
- Title Report for Subject Property
- Legal Description of Subject Property
- Line Item Estimate of Proposed Improvements
- Proposed Site Plan/Landscape Plan/Elevation Plan(s)
- Photo(s) of Subject Property
- Name/Address/Policy Number of Property Insurance Company

Return this completed application with attachments to:

Community Development Department
Village of Lincolnwood
6900 Lincoln Avenue
Lincolnwood Illinois 60712.

If you have any questions regarding this program, please phone 847/745-4710

6980



VILLAGE OF LINCOLNWOOD

Property Enhancement Program

Application for Participation

Applicant Information

Applicant's Name: Alan Gluck
 Applicant's Address: 6990 N Central Park Lincolnwood, IL 60712
 E-Mail Address: brett@econocare.com
 Contact Person for Project: Brett PAUIS
 Daytime Phone Numbers: Voice: 847-212-8267 FAX _____
 Applicant is (check all that apply) Tenant Property Owner
 Number of Year's in Lincolnwood: 6
 Contact Name/Contact Information for Applicant's Agent or Architect (if any) William McCollum (312) 550-7008

(Note: if applicant is only a tenant, attach a letter from the property owner granting permission for project)

Property Information

Project Property Location/Address: 6970-6980 N Central Park Ave
 This Property is: Retail Office Industrial Other (explain) _____
 Number of businesses on-site: 2
 Name of All Businesses/Tenants on site: Northington Theater, LIC Interiors

 Size of Building (dimensions or total square feet) 19,307 Number of stories in Building 1
 Size of Property (dimensions or total square feet) ~26,850
 Number of Parking Spaces on Property 0
 Last Year Property was Sold: 2011 Last Real Estates Taxes Paid \$ 45,656
 Property Tax Index Number(s) (PIN): Unknown

(Note: Attach a photo of this property, land survey, title report, legal description and information regarding property insurance)

Project Information

Total Anticipated Project Cost: \$ 181,300 Amount Requested From Village \$ 25,000

Project Scope: Describe and identify all the exterior improvements proposed for this Property
 (Use additional paper if necessary to fully describe proposed project and proposed improvements)
See attached document.

If approved, estimated project completion date: March 1 2018

Note: Attach line item cost estimate, site plan/landscape plan/drawings or additional information to fully describe this project.

-OVER-

Application Statement
(Read and Sign Below)

I hereby make application to participate in Lincolnwood's Property Enhancement Program (PEP). In making this application I understand that the purpose of PEP is to help create attractive, exterior improvements to business property in the Village and it is not intended to fund routine or required property maintenance. 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 PEP 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. I also understand that any work started or completed prior to approval of the project and my participation in the PEP program, is not eligible for reimbursement.

In making this application, I understand that the PEP program is highly competitive, funds are limited and selection for participation is at the sole discretion of the Village. I understand that the Village will review my application and at the Village's discretion may reject or approve my participation in the program. 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 project that will be highly visible and attractive, which proposes comprehensive improvements and/or requires less Village matching funds, stands a greater chance of being funded by the Village.

I also understand that if selected for this program, the Village will establish a maximum grant award for the project and this may be at an amount lower than requested or less than half of the anticipated cost of the project. I further understand that PEP operates as a rebate grant program and therefore if selected for participation, Village funds will be paid to me at the conclusion of the work, after submittal by me of copies of all bills and satisfactory evidence of their payment. I understand that the actual rebate amount will be calculated at 50% of the documented actual costs incurred by me for eligible expenses to complete the agreed upon improvements, up to the maximum grant amount awarded by the Village for the project.

Although PEP is considered a grant program, I understand that the Village has an interest in the longevity of the improvements made and therefore, if within 5 years of the completion of PEP funded improvements, said improvements are subsequently removed or damaged, (except by an Act of God), I shall have an obligation to reimburse to the Village, grant funds provided and I will repay the Village, on a pro-rata basis, the PEP Grant amount provided me. To ensure the Village's interest and repayment, I agree to carry property insurance on the subject property, name the Village as an additional insured and I further consent to this reimbursement obligation being recorded as a covenant on the subject property. In making this application I understand and agree that if selected for PEP participation, I must follow any and all program requirements (including securing all Village permits as may be required), in order to remain eligible for the rebate grant.

By signing this application, I hereby acknowledge that I have read the above statement and understand these important features about the PEP Program.



APPLICANT SIGNATURE

11-7-17

DATE

THE FOLLOWING REQUIRED APPLICATION ITEMS ARE ATTACHED TO THIS APPLICATION

- Land Survey of Subject Property
- Title Report for Subject Property
- Legal Description of Subject Property
- Line Item Estimate of Proposed Improvements
- Proposed Site Plan/Landscape Plan/Elevation Plan(s)
- Photo(s) of Subject Property
- Name/Address/Policy Number of Property Insurance Company

Return this completed application with attachments to:

Community Development Department
Village of Lincolnwood
6900 Lincoln Avenue
Lincolnwood Illinois 60712

If you have any questions regarding this program, please phone 847/745-4710

6990



VILLAGE OF LINCOLNWOOD

Green Initiatives For Tomorrow

Application for Participation

Applicant Information

Applicant's Name: ALAN CIUCK
 Applicant's Address: 6990 N CENTRAL PARK AVE
 E-Mail Address: BREN @ ECONOCARE.COM
 Contact Person for Project: BREN PAIS
 Daytime Phone Numbers: Voice: 847.212.8267 FAX _____
 Applicant is (check all that apply) Tenant Property Owner
 Number of Year's in Lincolnwood: 30
 Contact Name/Contact Information for Applicant's Agent or Architect (if any) _____
SAME
 (Note: if applicant is only a tenant, attach a letter from the property owner granting permission for project)

Property Information

Project Property Location/Address: 6990 N CENTRAL PARK
 This Property is: Retail Office Industrial Other (explain) _____
 Number of businesses on-site: 1
 Name of All Businesses/Tenants on site: ECONOCARE

 Size of Building (dimensions or total square feet) 17246 Number of stories in Building 1
 Size of Property (dimensions or total square feet) ~14,000
 Number of Parking Spaces on Property 12
 Last Year Property was Sold: 1992 Last Real Estates Taxes Paid \$ 27,106
 Property Tax Index Number(s) (PIN): 10-35-135-002-0000
 (Note: Attach a photo of this property, land survey, title report, legal description and information regarding property insurance)

Project Information

Total Anticipated Project Cost: \$ 181,300 Amount Requested From Village \$ 10,000
 Project Scope: Describe and identify all the exterior improvements proposed for this Property
 (Use additional paper if necessary to fully describe proposed project and proposed improvements)
REPLACE EXISTING ALUMINUM WINDOWS AND ONE STORE
FRONT DOOR W/ MORE EFFICIENT MODELS

 If approved, estimated project completion date: _____
 Note: Attach line item cost estimate, site plan/landscape plan/drawings or additional information to fully describe this project.

-OVER-

Application Statement
(Read and Sign Below)

I hereby make application to participate in Lincolnwood's Green Initiatives For Tomorrow (GIFT). In making this application I understand that the purpose of GIFT is to help encourage more environmentally friendly practices in the Village's business community and help my business become a more environmentally responsible corporate citizen. 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 GIFT 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. I also understand that any work started or completed prior to approval of the project and my participation in the GIFT program, is not eligible for reimbursement.

In making this application, I understand that the GIFT program is highly competitive, funds are limited and selection for participation is at the sole discretion of the Village. I understand that the Village will review my application and at the Village's discretion may reject or approve my participation in the program. 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 project that will meet Village "green" requirements and/or requires less Village matching funds, stands a greater chance of being funded by the Village.

I also understand that if selected for this program, the Village will establish a maximum grant award for the project and this may be at an amount lower than requested or less than half of the anticipated cost of the project. I further understand that GIFT operates as a rebate grant program and therefore if selected for participation, Village funds will be paid to me at the conclusion of the work, after submittal by me of copies of all bills and satisfactory evidence of their payment. I understand that the actual rebate amount will be calculated at 50% of the documented actual costs incurred by me for eligible expenses to complete the agreed upon improvements, up to the maximum grant amount awarded by the Village for the project.

Although GIFT is considered a grant program, I understand that the Village has an interest in the longevity of the improvements made and therefore, if within 5 years of the completion of GIFT funded improvements, said improvements are subsequently removed or damaged, (except by an Act of God), I shall have an obligation to reimburse to the Village, grant funds provided and I will repay the Village, on a pro-rata basis, the GIFT Grant amount provided me. To ensure the Village's interest and repayment, I agree to carry property insurance on the subject property, name the Village as an additional insured and I further consent to this reimbursement obligation being recorded as a covenant on the subject property. In making this application I understand and agree that if selected for GIFT participation, I must follow any and all program requirements (including securing all Village permits as may be required), in order to remain eligible for the rebate grant.

By signing this application, I hereby acknowledge that I have read the above statement and understand these important features about the GIFT Program.


APPLICANT SIGNATURE

11-7-17
DATE

THE FOLLOWING REQUIRED APPLICATION ITEMS ARE ATTACHED TO THIS APPLICATION

- Land Survey of Subject Property
- Title Report for Subject Property
- Legal Description of Subject Property
- Line Item Estimate of Proposed Improvements
- Proposed Site Plan/Landscape Plan/Elevation Plan(s)
- Photo(s) of Subject Property
- Name/Address/Policy Number of Property Insurance Company

Return this completed application with attachments to:

Community Development Department
Village of Lincolnwood
6900 Lincoln Avenue
Lincolnwood Illinois 60712

If you have any questions regarding this program, please phone 847/745-4710

6990



VILLAGE OF LINCOLNWOOD

Property Enhancement Program

Application for Participation

Applicant Information

Applicant's Name: Alan Gluck
 Applicant's Address: 6990 N Central Park Ave Lincolnwood, IL 60712
 E-Mail Address: brett@econocare.com
 Contact Person for Project: Brett Pauls
 Daytime Phone Numbers: Voice: 847-212-8267 FAX _____
 Applicant is (check all that apply) Tenant Property Owner
 Number of Year's in Lincolnwood: 30
 Contact Name/Contact Information for Applicant's Agent or Architect (if any) _____
William McCollum (312) 550-7008

(Note: if applicant is only a tenant, attach a letter from the property owner granting permission for project)

Property Information

Project Property Location/Address: 6990 N Central Park Ave
 This Property is: Retail Office Industrial Other (explain) _____
 Number of businesses on-site: 1
 Name of All Businesses/Tenants on site: Econocare

 Size of Building (dimensions or total square feet) 1,246 Number of stories in Building 1
 Size of Property (dimensions or total square feet) ~14,000
 Number of Parking Spaces on Property 12
 Last Year Property was Sold: 199 Last Real Estates Taxes Paid \$ 27,106
 Property Tax Index Number(s) (PIN): 10-35-135-002-0000

(Note: Attach a photo of this property, land survey, title report, legal description and information regarding property insurance)

Project Information

Total Anticipated Project Cost: \$ 181,300 Amount Requested From Village \$ 25,000

Project Scope: Describe and identify all the exterior improvements proposed for this Property
 (Use additional paper if necessary to fully describe proposed project and proposed improvements)
See attached document.

If approved, estimated project completion date: March 1 2018

Note: Attach line item cost estimate, site plan/landscape plan/drawings or additional information to fully describe this project.

-OVER-

Application Statement
(Read and Sign Below)

I hereby make application to participate in Lincolnwood's Property Enhancement Program (PEP). In making this application I understand that the purpose of PEP is to help create attractive, exterior improvements to business property in the Village and it is not intended to fund routine or required property maintenance. 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 PEP 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. I also understand that any work started or completed prior to approval of the project and my participation in the PEP program, is not eligible for reimbursement.

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By signing this application, I hereby acknowledge that I have read the above statement and understand these important features about the PEP Program.



APPLICANT SIGNATURE

11-7-17

DATE

THE FOLLOWING REQUIRED APPLICATION ITEMS ARE ATTACHED TO THIS APPLICATION

- Land Survey of Subject Property
- Title Report for Subject Property
- Legal Description of Subject Property
- Line Item Estimate of Proposed Improvements
- Proposed Site Plan/Landscape Plan/Elevation Plan(s)
- Photo(s) of Subject Property
- Name/Address/Policy Number of Property Insurance Company

Return this completed application with attachments to:

Community Development Department
Village of Lincolnwood
6900 Lincoln Avenue
Lincolnwood Illinois 60712

If you have any questions regarding this program, please phone 847/745-4710

6900

5812 W. HIGGINS AVE.
CHICAGO, IL 60630

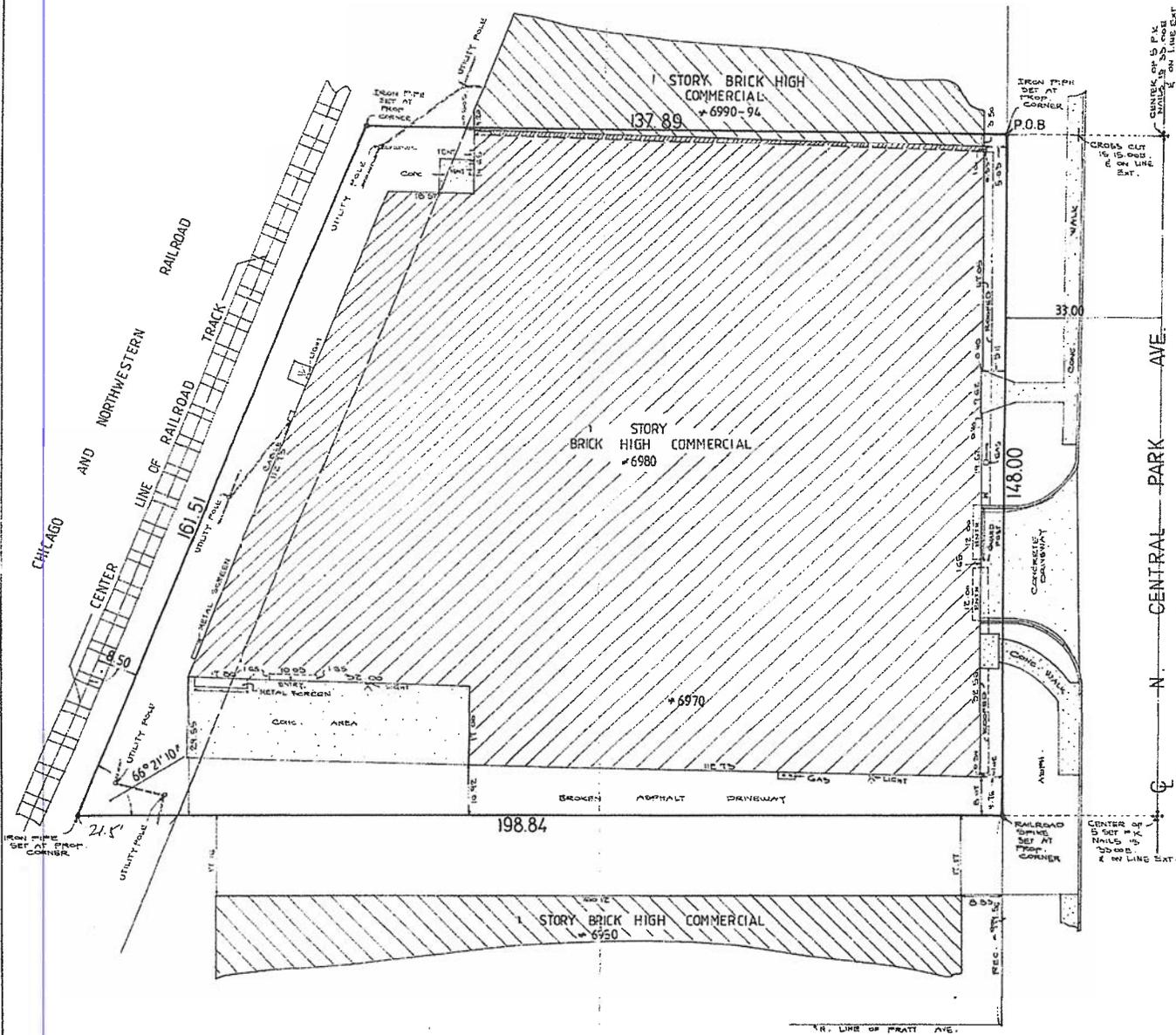
MM SURVEYING CO., INC. ALTA SURVEY

PHONE: 773/282-5900
FAX: 773/282-9424



THAT PART OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 ACRES OF THE NORTH 26 1/4 ACRES WEST OF THE WEST LINE OF CENTRAL PARK AVENUE, NORTH OF A LINE PARALLEL WITH AND 148.0 FEET SOUTH (AS MEASURED ALONG THE WEST LINE OF CENTRAL PARK AVENUE) OF THE SOUTH LINE OF THE NORTH 1/2 ACRES OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, AND PART OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD (FORMERLY THE JUNCTION RAILROAD COMPANY) DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 ACRES OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, WITH THE WEST LINE OF CENTRAL PARK AVENUE AS INDICATED BY DOCUMENT 19711305 RECORDED JANUARY 14, 1966, THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 148 FEET, THENCE WEST ALONG A LINE PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 198.84 FEET, THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 64 DEGREES 21 MINUTES 10 SECONDS WITH SAID PARALLEL LINE, AS MEASURED FROM EAST TO NORTH SAID LINE BEING 83 FEET MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF THE MOST EASTERLY RAILROAD TRACK, A DISTANCE OF 161.51 FEET TO ITS INTERSECTION WITH SAID SOUTH LINE OF THE NORTH 1/2 ACRES OF THE SOUTH 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35, THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 137.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



- CERTIFY TO:
- MARSHALL HELFAND.
 - PHILLIP HELFAND.
 - MPM ENTERPRISES, L.L.C.
 - PARK BANK & TRUST COMPANY OF CHICAGO.

STATE OF ILLINOIS
COUNTY OF COOK

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM" STANDARD DETAIL REQUIREMENTS FOR ALTA(ACSM LAND) TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1997, AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION) OF AN URBAN SURVEY.

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE REFER TO ABSTRACT OR DEED FOR BUILDING RESTRICTIONS. COMPARE THE DESCRIPTION IN THIS PLAT WITH YOUR DEED, ABSTRACT OR CERTIFICATE OF TITLE



DATE: NOVEMBER 29, 2000.

REGISTRATION NO. 2522
REGISTERED ILLINOIS LAND SURVEYOR

All dimensions are in feet and decimals parts thereof.
ORDER No: 51218
SCALE: 1 inch = 15 ft.
DATE: NOVEMBER 29, 2000
ORDER by: BRANDWEIN COHEN
GROSSMAN & ROSEN

6990

PROFESSIONALS ASSOCIATED SURVEY, INC.

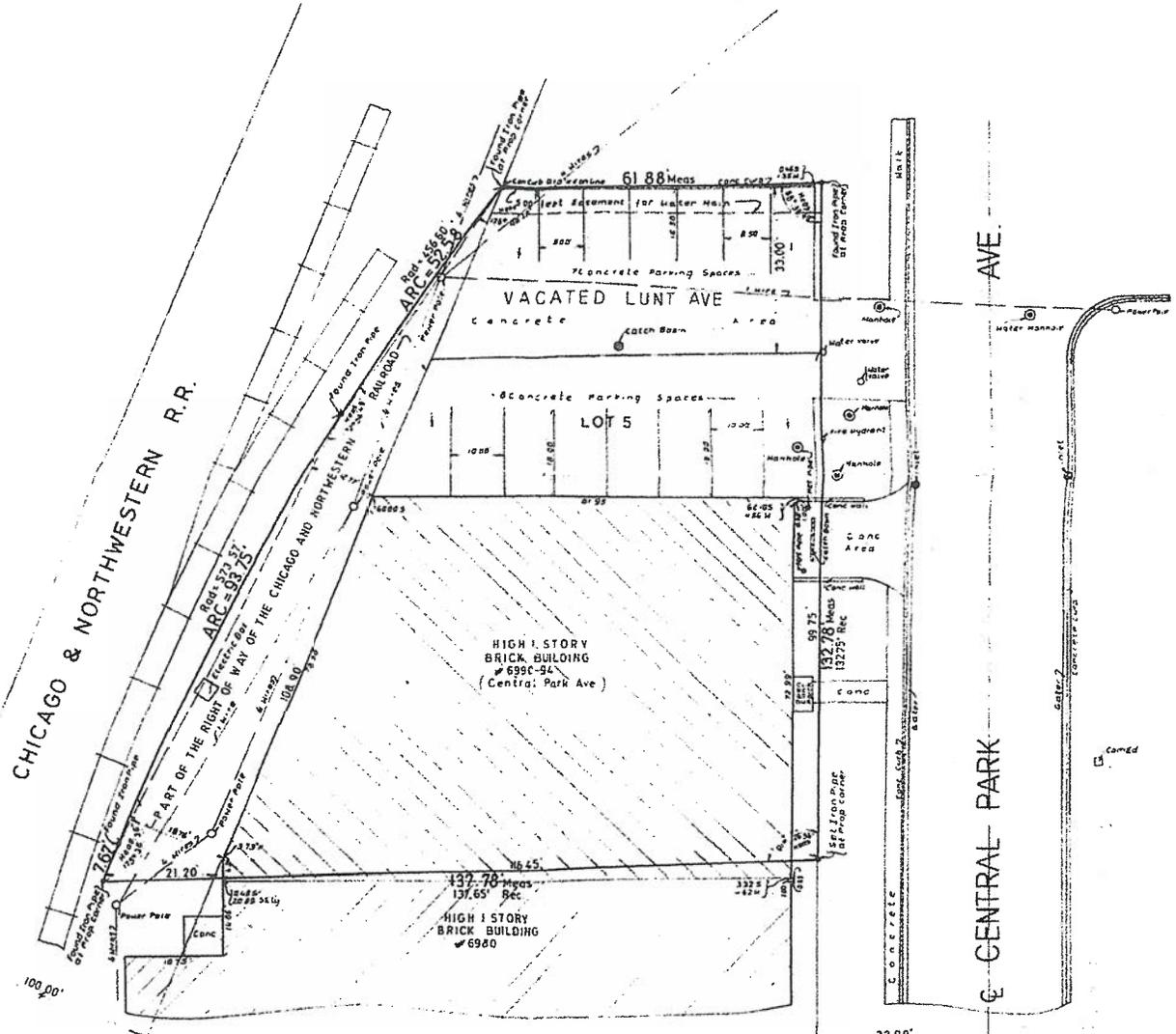
Property - Alta - Condo - Mortgage Surveys
7100 N. Tripp Ave., Lincolnwood, Illinois 60466
Tel (847) 675-3000 Fax (847) 675-2167

ALTA/ACSM/NSPS LAND TITLE SURVEY
OF



LOT 5, AND THAT PART OF VACATED LUNT AVENUE (33.00 FEET WIDE) LYING NORTH OF AND ADJOINING SAID LOT 5 IN HEAVY AND REYNOLD'S EAST PRAIRIE ROAD AND LUNT AVENUE SUBDIVISION OF THAT PART OF THE 10 ACRES SOUTH OF AND ADJOINING THE NORTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF EAST PRAIRIE ROAD, ALSO THAT PART OF THE NORTH 8.03 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF EAST PRAIRIE ROAD (EXCEPT RAILROAD RIGHT OF WAY) TOGETHER WITH THAT PART OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD (FORMERLY THE JUNCTION RAILWAY COMPANY) LYING NORTH OF THE SOUTH LINE OF THE NORTH 8.03 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 35 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE WEST ALONG SAID SOUTH LINE A DISTANCE OF 21.20 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE WHICH FORMS AN ANGLE OF 66 DEGREES 27 MINUTES 10 SECONDS FROM EAST TO NORTH, A DISTANCE OF 7.67 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEYED TO THE NORTH WEST, TANGENT TO SAID STRAIGHT LINE, HAVING A RADIUS OF 573.57 FEET, A DISTANCE OF 93.75 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEYED TO THE NORTH WEST, HAVING A RADIUS OF 456.60 FEET AND A COMMON TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 52.88 FEET TO THE INTERSECTION WITH THE AFORESAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY, A DISTANCE OF 143.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.
TOTAL NET AREA: 13,819.80 SQ. FT. = 0.317 ACRES.

COMMONLY KNOWN AS: 6990-94 CENTRAL PARK AVENUE, LINCOLNWOOD, ILLINOIS.



- CERTIFY TO:
- ALAN GLUCK
 - CHICAGO TITLE INSURANCE CO.
 - WILLIAM G. FREUDENBERG II
 - WILLIAM G. FREUDENBERG III

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.

Order No. 99-45871
Scale: 1 inch = 15 FEET
Date: February 26, 1999.
Ordered by: WILLIAM G. FREUDENBERG III

FLOOD CERTIFICATION:
ACCORDING TO FLOOD INSURANCE RATE MAP OF
ILLINOIS OF June 24
1979 THIS PROPERTY IS IN UNDESIGNATED
FLOOD AREA AND IS DESIGNATED AS "X"
17-1001 (COMMUNITY PANEL NUMBER)

This is to certify that this map or plat and the survey on which it is based were made (i) in accordance with "Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 1997, and includes items 1, 3.4, 7a, 9, 10, 11 and 13 of Table A thereof, and (ii) pursuant to the Accuracy Standards (as adopted by ALTA and ACSM and in effect on the date of this certification) of a(n) Urban survey.

Date: February 26, 1999
Signed: *William G. Freudenberg III*
REGISTERED ILL. LAND SURVEYOR NO. 2619

PROPERTY REPORT

PREPARED BY:
PREMIER TITLE
a policy issuing agent of
CHICAGO TITLE INSURANCE COMPANY

ORDER NO.: 2017-04965-PT
Effective Date: November 7, 2017

NAME(S) OF GRANTEES IN LAST DEED OF RECORD:

6980 Central Park, LLC

TAX INFORMATION, ENCUMBRANCES, JUDGMENTS AND OTHER LIENS OF RECORD:

1. Taxes for the year(s) 2016 and 2017

Taxes for the year(s) 2017 are not yet due or payable.

First installment of 2016 taxes in the amount of \$24,886.20 is paid.
Final installment of 2016 taxes in the amount of \$15,299.21 is paid.

Permanent Index Number: 10-35-135-007-0000 (1 of 2)
(Affects part of the land)

Note: Beginning with the first installment of 2009 taxes, payable in 2010, the amount of the first installment of Cook County real estate taxes shall be 55% (not 50%) of the preceding year's total tax bill for each permanent index number (Public Act 96-490, effective August 14, 2009, amends section 21-30 of the Property Tax Code, 35 ILCS 200/21-30).

2. Taxes for the year 2017

Taxes for the year(s) 2017 are not yet due or payable.

First installment of 2016 taxes in the amount of \$3,376.44 is paid.
Final installment of 2016 taxes in the amount of \$2,094.60 is paid.

Permanent Index Number: 10-35-135-012-0000 (2 of 2)
(Affects part of the land)

Note: Beginning with the first installment of 2009 taxes, payable in 2010, the amount of the first installment of Cook County real estate taxes shall be 55% (not 50%) of the preceding year's total tax bill for each permanent index number (Public Act 96-490, effective August 14, 2009, amends section 21-30 of the Property Tax Code, 35 ILCS 200/21-30).

3. Mortgage dated February 2, 2012 and recorded February 14, 2012 as document 1204542038 made by 6980 Central Park, LLC to MB Financial Bank, N.A. to secure a note for \$405,000.00.

4. Assignment of Rents recorded February 14, 2012 as document 1204542039 made by 6980 Central Park LLC to MB Financial Bank, N.A..

PROPERTY REPORT

(Continued)

5. Mortgage dated April 25, 2012 and recorded May 2, 2012 as document 1212331071 made by 6980 Central Park, LLC to Small Business Growth Corporation to secure a note for \$336,000.00.

Assigned to United States Small Business Administration by instrument recorded May 2, 2012 as document 1212331072.

Modificaiton recorded June 19, 2012 as document 1217139083.

6. Assignment of Rents recorded May 2, 2012 as document 1212331073 made by Small Business Growth Corporation to MB Financial Bank, N.A..

7. Memorandum of Inter-Creditor Agreement made by and between 6980 Central Park, LLC and MB Financial Bank, N.A. recorded May 2, 2012 as document 1212331074.

END

EXHIBIT "A"

File No.: 2017-04965-PT

PROPERTY DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH LINE OF THE SOUTH 18.08 ACRES OF THE NORTH 26.11 ACRES WEST OF THE WEST LINE OF CENTRAL PARK AVENUE, NORTH OF A LINE PARALLEL WITH AND 148.0 FEET SOUTH (AS MEASURED ALONG THE WEST LINE OF CENTRAL PARK AVENUE) OF THE SOUTH LINE OF THE NORTH 8.03 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, AND PART OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD (FORMERLY THE JUNCTION RAILROAD COMPANY) DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 8.03 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 35, WITH THE WEST LINE OF CENTRAL PARK AVENUE AS DEDICATED BY DOCUMENT 19711305 RECORDED JANUARY 14, 1966; THENCE SOUTH ALONG THE SAID WEST LINE, A DISTANCE OF 148 FEET; THENCE WEST ALONG A LINE PARALLEL WITH SOUTH LINE OF THE NORTH 8.03 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, A DISTANCE OF 198.84 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 66 DEGREES 21 MINUTES 10 SECONDS WITH SAID PARALLEL LINE, AS MEASURED FROM EAST TO NORTH SAID LINE BEING 8.5 FEET MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF THE MOST EASTERLY RAILROAD TRACK, A DISTANCE OF 161.51 FEET TO ITS INTERSECTION WITH SAID SOUTH LINE OF THE NORTH 8.03 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 137.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ORDER NO.: 2017-04965-PT

TERMS AND CONDITIONS

PREMIER TITLE HAS PREPARED THIS REPORT USING THE SAME PROCEDURES, CARE AND DILIGENCE AS IT WOULD IN THE PREPARATION OF ITS TITLE COMMITMENTS AND POLICIES. IN THE EVENT, HOWEVER, THAT AN ERROR SHOULD OCCUR IN THE POSTING OR SEARCHING OF THE RELATIVE INDICES OR IN THE REPORTING OF THE REQUESTED INFORMATION, THE APPLICANT AGREES THAT THE LIABILITY OF PREMIER TITLE IS LIMITED TO ACTUAL DAMAGES SUSTAINED BY THE APPLICANT, BUT THAT SUCH DAMAGES SHALL NOT EXCEED \$1,000.00. NONPAYMENT BY THE APPLICANT OF THE PREMIER TITLE CHARGES FOR THIS REPORT SHALL RELIEVE PREMIER TITLE OF ALL LIABILITY FOR ANY ERROR.

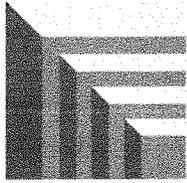
THIS REPORT IS NOT A TITLE INSURANCE COMMITMENT OR POLICY, GUARANTEE, OR AN OPINION OF TITLE, AND SHOULD NOT BE RELIED UPON AS SUCH.

THIS REPORT IS MADE BY PREMIER TITLE SOLELY FOR THE BENEFIT OF THE APPLICANT. NO THIRD PARTY SHALL HAVE ANY RIGHT TO RELY ON THIS REPORT FOR ANY PURPOSE WHATSOEVER UNDER ANY THIRD PARTY BENEFICIARY THEORY, PRODUCT LIABILITY THEORY, OR ANY OTHER THEORY OF LAW WHATSOEVER.

THIS SEARCH HAS BEEN MADE OF THE INDEX IN THE DISTRICT OFFICE OF THE INTERNAL REVENUE SERVICE UNDER SEC. 6323 (F) (4) OF THE INTERNAL REVENUE CODE.

THE APPLICANT ACKNOWLEDGES THAT THE SEARCH WILL BE USED ONLY FOR THE PURPOSE CERTIFIED IN THE APPLICATION PREVIOUSLY FURNISHED US, AND IS NOT TO BE USED CONTRARY TO THE PROVISIONS OF THE U.S. FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. 1681-1681T.

NOTE: PREMIER TITLE IS FORBIDDEN BY THE FCRA FROM DISCLOSING IN RESPONSE TO ANY APPLICATION ANY BANKRUPTCY MORE THAN 14 YEARS OLD, ANY SUIT OR JUDGMENT MORE THAN 7 YEARS OLD (UNLESS THE GOVERNING STATUTE OF LIMITATIONS HAS NOT EXPIRED). CHANGES OF NAME, DIVORCES OR INCOMPETENCIES IF MORE THAN 7 YEARS OLD.



PREMIER TITLE

A policy issuing agent of Chicago Title,
First American, & Attorneys' Title Guaranty Fund

PREMIER TITLE PRIVACY STATEMENT

Premier Title ("PT") respects and is committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by PT. It pledges that it will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between PT and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by PT, including collection through any PT website and any online features, services and/or programs offered by PT (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than PT.

How Information is Collected

The types of personal information PT collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender, marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of its business, it may collect Personal Information about you from the following sources

- Applications or other forms it receives from you or your authorized representative;
- Information it receives from you through the Website;
- Information about your transactions with or services performed by us, its affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that it either obtains directly from those entities, or from its affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. PT's servers automatically log each visitor to the website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit its pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, PT or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. It, its advertisers, and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of PT's web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number, time and date of a page view; and a description of the page on which the Web Beacon resides. PT may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. PT may assign you a unique internal identifier to help keep track of its future visits. It may use this information to gather aggregate demographic information about its visitors, and it may use it to personalize the information you see on the Website and some of the electronic communications you receive from it. PT keeps this information for its internal use, and this information is not shared with others.

Third Party Opt Out. Although PT does not presently, in the future it may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about its online usage activity.

You can opt-out of online behavioral services through anyone of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.vitsonlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by PT is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve its products and services that it performs for you or for Third Parties.
- To communicate with you and to inform you about PT's, PT's affiliates and third parties' products and services.

When Information is Disclosed by PT

PT may provide your Personal Information (excluding information it receives from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable PT to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on PT's behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when PT might disclose information about you, it might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of PT, its users or the public.

PT maintains reasonable safeguards to keep the Personal Information that is disclosed to it secure. It provides Personal Information and non-Personal Information to its affiliated companies, and other businesses or persons for the purposes of processing such information on its behalf and promoting the services of its trusted business partners, some or all of which may store your information on servers outside of the United States. It requires that these parties agree to process such information in compliance with PT's Privacy Notice or in a similar, industry-standard manner, and it uses reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of its trusted business partners may be subject to that party's own Privacy Notice. PT does not, however, disclose information it collects from consumer or credit reporting agencies with its affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

PT also reserves the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of PT, its users or others.

PT reserves the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the PT business and/or assets. It also cannot make any representations regarding the use or transfer of your Personal Information or other information that it may have in the event of its bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of its assets in any of the above described proceedings. Furthermore, it cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the Information that is disclosed to PT.

Information from Children

PT does not collect Personal Information from any person that it knows to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that PT's Privacy Notice will govern its use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. PT encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. PT is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either it uses or you voluntarily elect to utilize, it does not share any of the Personal Information that you provide to it with any of the websites to which the Website links, although it may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that PT may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing PT with your Personal Information, you consent to both its collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to PT is entirely up to you. You may decide not to submit Personal Information, in which case PT may not be able to provide certain services or products to you.

You may choose to prevent PT from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for

which you subsequently gave authorization by notifying it by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of PT. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by PT to the extent that provision of your Personal Information is required to apply for an open position.

If PT collects Personal Information from you, such information will not be disclosed or used by PT for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways Information is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of PT and correct inaccuracies of that information in its records, please contact it in the manner specified at the end of this Privacy Notice. It asks individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and it may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

No Representations or Warranties

By providing this Privacy Notice, PT does not make any representations or warranties whatsoever concerning any products of services provided to you by its affiliated companies. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by PT and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. PT makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of PT and your exclusive remedy with respect to the use of any product or service provided by PT including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent to This Privacy Notice

By submitting Personal Information to PT, you consent to the collection and use of information by it as specified above or as it otherwise sees fit, in compliance with this Privacy Notice, unless you inform it otherwise by means of the procedure identified below. If it decides to change this Privacy Notice, it will make an effort to post those changes on the Website. Each time it collects information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. It may use comments, information or feedback that you may submit in any manner that it may choose without notice or compensation to you.

If you have additional questions or comments, please let PT know by sending your comments or requests to:

Corporate Counsel/Chief Privacy Officer 1350
W. Northwest Hwy, Arlington Heights, IL 60004

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Effective as of May 1, 2015

PROPERTY REPORT

PREPARED BY:
PREMIER TITLE
a policy issuing agent of
CHICAGO TITLE INSURANCE COMPANY

ORDER NO.: 2017-04964-PT
Effective Date: November 7, 2017

NAME(S) OF GRANTEE(S) IN LAST DEED OF RECORD:

Alan Gluck

TAX INFORMATION, ENCUMBRANCES, JUDGMENTS AND OTHER LIENS OF RECORD:

1. Taxes for the year 2017

Taxes for the year(s) 2017 are not yet due or payable.

First installment of 2016 taxes in the amount of \$16,011.03 is paid.
Final installment of 2016 taxes in the amount of \$10,900.98 is paid.

Permanent Index Number: 10-35-135-002-0000 (1 of 2)
(Affects part of the land)

Note: Beginning with the first installment of 2009 taxes, payable in 2010, the amount of the first installment of Cook County real estate taxes shall be 55% (not 50%) of the preceding year's total tax bill for each permanent index number (Public Act 96-490, effective August 14, 2009, amends section 21-30 of the Property Tax Code, 35 ILCS 200/21-30).

2. Taxes for the year(s) 2016 and 2017

Taxes for the year(s) 2017 are not yet due or payable.

First installment of 2016 taxes in the amount of \$98.05 is paid.
Final installment of 2016 taxes in the amount of \$96.20 is paid.

Permanent Index Number: 10-35-135-011-0000 (2 of 2)
(Affects part of the land)

Note: Beginning with the first installment of 2009 taxes, payable in 2010, the amount of the first installment of Cook County real estate taxes shall be 55% (not 50%) of the preceding year's total tax bill for each permanent index number (Public Act 96-490, effective August 14, 2009, amends section 21-30 of the Property Tax Code, 35 ILCS 200/21-30).

3. Mortgage dated May 6, 2016 and recorded May 11, 2016 as document 1613257114 made by Alan Gluck to The Privatebank and Trust Company to secure a note for \$2,000,000.00.

END

EXHIBIT "A"

File No.: 2017-04964-PT

PROPERTY DESCRIPTION

LOT 5, AND THAT PART OF VACATED LUNT AVENUE (33 FEET WIDE) LYING NORTH OF AND ADJOINING SAID LOT IN BLOCK 6 IN READY AND REYNOLD'S EAST PRAIRIE ROAD AND LUNT AVENUE SUBDIVISION OF THAT PART OF THE 10 ACRES SOUTH OF AND ADJOINING THE NORTH 30 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF EAST PRAIRIE ROAD, ALSO THAT PART OF THE NORTH 8.03 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF EAST PRAIRIE ROAD (EXCEPT RAILROAD RIGHT OF WAY) TOGETHER WITH THAT PART OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD (FORMERLY THE JUNCTION RAILWAY COMPANY) LYING NORTH OF THE SOUTH LINE OF THE NORTH 8.03 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 35 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 8.03 ACRES OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 35; WITH THE EASTERLY RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 21.20 FEET; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE WHICH FORMS AN ANGLE OF 66 DEGREES 21 MINUTES 10 SECONDS FROM EAST TO NORTH, A DISTANCE OF 7.67 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEXED TO THE NORTHWEST, TANGENT TO SAID STRAIGHT LINE, HAVING A RADIUS OF 573.57 FEET, A DISTANCE OF 93.75 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEXED TO THE NORTHWEST, HAVING A RADIUS OF 456.60 FEET AND A COMMON TANGENT TO LAST DESCRIBED CURVED LINE, A DISTANCE OF 52.58 FEET TO THE INTERSECTION WITH THE AFORESAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY, A DISTANCE OF 143.77 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ORDER NO.: 2017-04964-PT

TERMS AND CONDITIONS

PREMIER TITLE HAS PREPARED THIS REPORT USING THE SAME PROCEDURES, CARE AND DILIGENCE AS IT WOULD IN THE PREPARATION OF ITS TITLE COMMITMENTS AND POLICIES. IN THE EVENT, HOWEVER, THAT AN ERROR SHOULD OCCUR IN THE POSTING OR SEARCHING OF THE RELATIVE INDICES OR IN THE REPORTING OF THE REQUESTED INFORMATION, THE APPLICANT AGREES THAT THE LIABILITY OF PREMIER TITLE IS LIMITED TO ACTUAL DAMAGES SUSTAINED BY THE APPLICANT, BUT THAT SUCH DAMAGES SHALL NOT EXCEED \$1,000.00. NONPAYMENT BY THE APPLICANT OF THE PREMIER TITLE CHARGES FOR THIS REPORT SHALL RELIEVE PREMIER TITLE OF ALL LIABILITY FOR ANY ERROR.

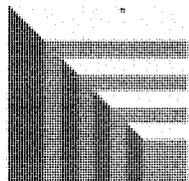
THIS REPORT IS NOT A TITLE INSURANCE COMMITMENT OR POLICY, GUARANTEE, OR AN OPINION OF TITLE, AND SHOULD NOT BE RELIED UPON AS SUCH.

THIS REPORT IS MADE BY PREMIER TITLE SOLELY FOR THE BENEFIT OF THE APPLICANT. NO THIRD PARTY SHALL HAVE ANY RIGHT TO RELY ON THIS REPORT FOR ANY PURPOSE WHATSOEVER UNDER ANY THIRD PARTY BENEFICIARY THEORY, PRODUCT LIABILITY THEORY, OR ANY OTHER THEORY OF LAW WHATSOEVER.

THIS SEARCH HAS BEEN MADE OF THE INDEX IN THE DISTRICT OFFICE OF THE INTERNAL REVENUE SERVICE UNDER SEC. 6323 (F) (4) OF THE INTERNAL REVENUE CODE.

THE APPLICANT ACKNOWLEDGES THAT THE SEARCH WILL BE USED ONLY FOR THE PURPOSE CERTIFIED IN THE APPLICATION PREVIOUSLY FURNISHED US, AND IS NOT TO BE USED CONTRARY TO THE PROVISIONS OF THE U.S. FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. 1681-1681T.

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Additional Ways Information is Collected Through the Website

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Cookies. From time to time, PT or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. It, its advertisers, and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

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Unique Identifier. PT may assign you a unique internal identifier to help keep track of its future visits. It may use this information to gather aggregate demographic information about its visitors, and it may use it to personalize the information you see on the Website and some of the electronic communications you receive from it. PT keeps this information for its internal use, and this information is not shared with others.

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- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.vitsonlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

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- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable PT to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on PT's behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when PT might disclose information about you, it might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of PT, its users or the public.

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Parents should be aware that PT's Privacy Notice will govern its use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. PT encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

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Corporate Counsel/Chief Privacy Officer 1350
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Effective as of May 1, 2015

CHOSEN VENDOR

D.S.P. Remodeling Services, Inc.

21801 N. Old Farm Rd.
Deer Park, IL. 60010

Estimate

Date	Estimate #
11/06/2017	1245

Bill To
ECONOCARE INC. / LTC INTERIORS
6990 N. CENTRAL PARK
LINCOLNWOOD, IL. 60712

Service To
ECONOCARE INC. / LTC INTERIORS
6990 N. CENTRAL PARK
LINCOLNWOOD, IL 60712

Project
6990 N. CENTRAL PARK

Description	Qty	Rate	Total
*** 6990 N. CENTRAL PARK FACADE RENOVATION ***			
* DEMOLITION * REMOVE EXISTING FRONT METAL ROOF, FRAMING, FLASHING AND AWNINGS.		3,500.00	3,500.00
* WINDOWS * FURNISH AND INSTALL FIFTEEN (15) BRONZE ANODIZED ALUMINUM WINDOWS AND TWO (2) STOREFRONT PACKAGES FOR 6980 UNIT IN EXISTING OPENINGS.		43,600.00	43,600.00
* BARREL ROOF * FURNISH AND INSTALL 10 CANOPY BRACKETS AND SUPPORT BEAMS. FURNISH AND INSTALL CURVED PANEL CANOPY ROOFING.		36,200.00	36,200.00
* LIGHTING * PROVIDE ALL NECESSARY ELECTRIC AND J-BOXES FOR EXTERIOR LIGHTS. FURNISH AND INSTALL FIXTURES.		7,600.00	7,600.00
* SIDING * INSTALL NECESSARY FURRING AND FLASHING. FURNISH AND INSTALL VERTICAL METAL SIDING.		37,400.00	37,400.00
* PAINTING * PREPARE AND STAIN ALL FRONT EXTERIOR BRICK. PREPARE AND PAINT BARREL ROOFING DECKS AND SUPPORTING BRACKETS AND BEAMS.		22,000.00	22,000.00
* CONCRETE * REMOVE EXISTING CONCRETE STOOPS FROM END UNITS. POUR NEW ACCESSIBLE RAMPS.		18,800.00	18,800.00
* LANDSCAPE * UPDATE CURB APPEAL TO CONTEMPORARY DESIGN.		12,200.00	12,200.00
Total			\$181,300.00

c: 847.312.6027 p: 847.847.7051

derek@DSPremodeling.com

ALTERNATE Version

Gefen Builders Inc
4055 W Peterson
Chicago, IL 60646
(773) 858-2148
jay@gefenbuilders.com



ESTIMATE

ADDRESS

Econocare Inc.
6990 N Central Park
Lincolnwood, IL 60712

ESTIMATE # 1148

DATE 10/25/17

PROJECT

6990 N Central Park Facade

ACTIVITY	ACTIVITY	AMOUNT
Demolition	Remove front metal roof, including all framing, flashing and awnings	4,500.00
New Windows	Provide and install 15 bronze anodized aluminum windows and 2 storefront windows	46,200.00
Concrete repair	remove existing concrete landings and install new accessible ramps	20,450.00
Roof Repair	Provide and install 10 brackets and support beams for new curved canopy roofing detail	38,900.00
Metal Siding	Provide and install vertical metal siding, includes any furring and flashing necessary	39,300.00
Painting	-Stain all exterior bricks -Prime and paint new barrel roof and beams	24,300.00
Light Fixtures New	Provide all rough electric, conduit and wiring for exterior lighting. Provide and install new exterior lights	8,800.00
General Landscaping	General landscaping for updated curb appeal purposes	12,900.00

TOTAL

\$195,350.00

Accepted By

Accepted Date

Gefen Builders Inc. warrants all labor performed and material installed at the above mentioned job site, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of (1) one year from date of installation. This warranty does not include normal wear and tear, and/or product abuse.

ALTERNATE VENDOR

Sunshine Construction Inc.

302 Constitution Drive S. W.
IL 61065

Estimate

Date	Estimate #
11/7/2017	2

Name / Address
Ltc Interiors 6990N. Central Park Ave. Lincolnwood, Ill. 60712

Project

Description	Qty	Rate	Total
Remove metal roof and all existing framing, flashing and awnings.		4,500.00	4,500.00
Install (furnished) aluminum windows and storefront.		55,000.00	55,000.00
Install roof with brackets and beams for canopy roof.		46,200.00	46,200.00
Install J-Boxes for lights and fixtures		8,900.00	8,900.00
Install metal siding with flashing.		45,000.00	45,000.00
Stain all decking as needed		20,000.00	20,000.00
Remove concrete where needed to install new ramps.		20,800.00	20,800.00
Landscape for curb appeal according to Customers plans.		15,000.00	15,000.00
		Total	\$215,400.00



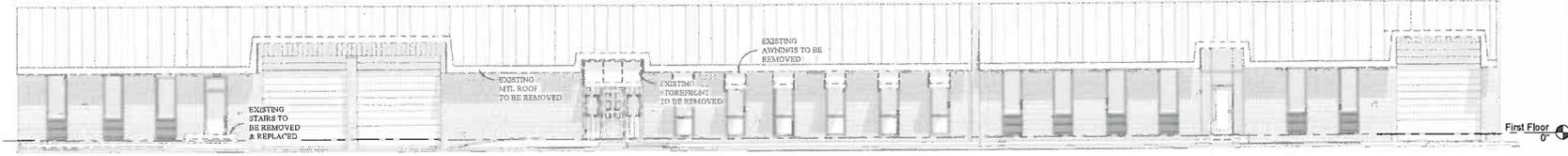
MCCOLLUM
ARCHITECTS 312-550-7008
www.mccollumarchitects.com

6790-6990
N. Central Ave.

Architect
William O. McCollum
 16109 Red Arrow Hwy.
 Union Pier, MI 49129
 phone: (312) 550-7008
 fax: (269) 469-9219

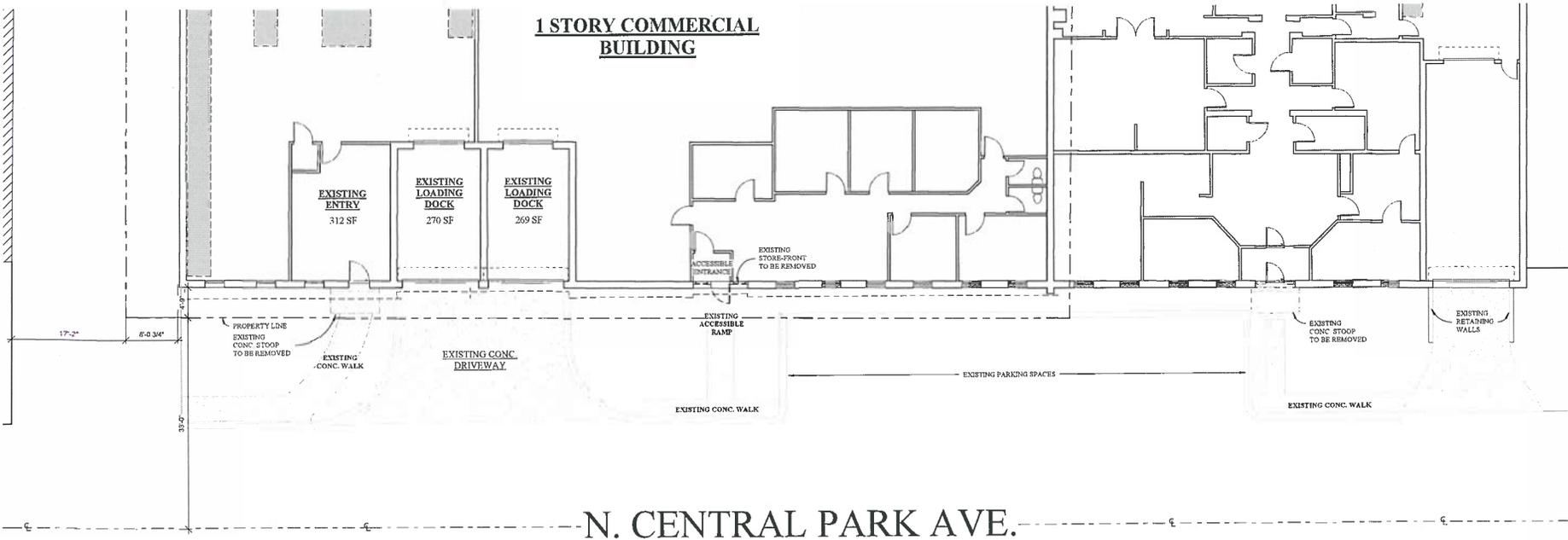
bill@mccollumarchitects.com

FACADE REBATE AT:
 6970 - 6990 N. Central Park Ave. Lincolnwood, IL



Existing Elevation At N.

① Central Ave.
 1/16" = 1'-0"



1 STORY COMMERCIAL BUILDING

② Existing 1st Floor Plan
 1/16" = 1'-0"

REVISIONS	
SCHEMATIC	01/24/13
DESIGN DEV	04/07/13
PRESENTATION SET	09/24/17

Job No. 1506
 Drawn by: MH

Existing Site Plan & Front Elevation

Sheet No.
A-1

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 William O.
 McCollum

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 fax: (269) 469-9219

bill@mccollumarchitects.com

FACADE REBATE AT:
 6970 - 6990 N. Central Park Ave. Lincolnwood, IL

REVISIONS	
SCHEMATIC	03/29/15
DESIGN DEV	04/07/15
PRESENTATION SET	09/25/17

Job No. 1506
 Drawn by MH

3-D Views

Sheet No.
A-3

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We propose to replace the mansard roof with a more modern architectural siding. Through other grants, the 6980 storefront door will also be replaced to better match the facade, and improve energy efficiency. The brick will be stained to modernize the overall look of the facade. In addition, metal roofs will be added at each entrance,

better marking the entrances and providing rain shelter when entering. The existing shrubbery will be removed, and a more natural planting installed, requiring less water and maintenance. On the back of the building, a storefront door will be added incorporating the space behind the building into the existing office space. Finally, energy efficient LED lighting will be installed throughout to finish the look.



Property Enhancement Program (PEP) Grants

Date Approved:	Name:	Address:	Purpose:	Grant Amount:	Total Project Cost:
6/1/2000	Radisson Hotel	4500 Touhy Avenue	Landscaping	\$45,000	\$110,000
7/18/2002	Edler Warehouse*	6900 Central Park	Façade/Parking Improvements	\$50,000	\$100,000
5/1/2003	Whistler's Restaurant	3420 Devon Avenue	Parking/Façade Improvements	\$50,000	\$179,060
9/10/2003	Ultimate Martial Arts	3920 Touhy Avenue	Façade Improvements	\$23,018	\$46,036
2/5/2004	Brown Wood Products*	7040 Lawndale Avenue	Pavement Removal/Landscaping	\$1,230	\$2,460
3/15/2004	D&R Industries*	7101 Capital Drive	Façade Improvements	\$48,350	\$96,700
5/6/2004	ATF (Accur. Threaded Transfers)*	3550 Pratt Avenue	Building Enclosure	\$50,000	\$108,000
9/2/2004	David's Square	4370 Touhy Avenue	Façade Improvements	\$44,500	\$89,000
11/3/2005	Linden Property	3900 Touhy Avenue	Patio/Parking Improvements	\$50,000	\$105,180
8/17/2006	Portanova Multi tenant	6435-67 Cicero Avenue	Parking/Façade Improvements	\$50,000	\$121,400
4/5/2007	Myron & Phil's	3900 Devon Avenue	Façade and New Outdoor Patio	\$50,000	\$140,895
7/19/2007	Jun Property	3948-56 Touhy Avenue	Parking Lot Improvements	\$50,000	\$171,602
11/6/2012	Kardaris property	3940 Touhy Avenue	Façade Improvements	\$10,000	\$26,300
10/15/2013	Ravenswood Studio*	6950 Central Park	Windows & Door Replacement	\$14,062	\$28,124
5/3/2016	Airoom Building	6825 Lincoln	Parking/Landscaping Improvements	\$25,000	\$115,282
5/3/2016	Airoom plaza	6829-49 Lincoln	Parking/Landscaping Improvements	\$25,000	\$66,465
12/6/2016	Brickyard Bank	6676 N. Lincoln Avenue	Façade/Landscaping Improvements	\$25,000	\$58,600
				\$611,160	\$1,565,104

* Indicates TIF Fund



Economic Development Commission

DRAFT

**Wednesday, November 15, 2017
Council Chambers Room**

Commissioners Present

James Kucienski, Vice Chair
Rivak Albazi
James Berger
Myles Berman
Maureen Ehrenberg
Genelle Iocca
Patrick McCoy
Joe Spagnoli

Commissioners Absent

None

Staff Present

Timothy Wiberg, Village Manager
Steve McNellis, Community
Development Director

Others Present

Barry Bass, Village president

1. Call to Order/ Quorum Declaration

Noting that a quorum of eight members was present, the meeting was called to order by Vice Chairman Kucienski at 8:01 AM.

2. Selection of a New EDC Chairman and Vice Chairman

In light of the new opening for EDC Chairman, the Vice Chairman accepted nominations for the position. Commissioners Berger, Berman, and Spagnoli nominated Vice Chair Kucienski for the Chairman position. By a vote of 8-0, the Commission voted James Kucienski as the new Chairman of the EDC.

With the Vice Chairman position now open, Chairman Kuchienski stated the Commission would accept nominations for the position, and followed by nominating Commissioner McCoy which was seconded by Commissioner Berman. By a vote of 7-0, with one abstention (Commissioner McCoy abstained), the Commission voted Pat McCoy as the new Vice Chairman of the EDC.

3. Welcome to New EDC Commissioners

Chairman Kucienski announced the addition of new Commissioner Maureen Ehrenberg. Director McNellis welcomed Commissioner Ehrenberg back to the EDC. He noted she had served on the EDC between 2013 and 2015, and that the Commission is very lucky to have such an experienced real estate professional back on the EDC.

4. Minutes Approval

Chairman Kucienski asked the Commission if any edits were to be made to the September 20, 2017 meeting minutes. Hearing no corrections, Chairman Kucienski called for a motion for approval, to which Commissioner Spagnoli moved and Commissioner Albazi seconded. There was a consensus to approve the minutes.

5. PEP/GIFT Grant Requests for 6980/6990 N. Central Park Avenue

Community Development Director, Steve McNellis, provided background on the two PEP (Property Enhancement Program) and GIFT (Green Initiatives Funding Tomorrow) Grant requests and the objectives of the proposed improvements. He noted that 6980 N. Central Park Avenue houses LTC Interiors and North Light Theatre Scene Shop and 6990 N. Central Park Avenue houses Econocare. Both adjacent buildings are owned by Mr. Alan Gluck, through separate entities. The proposed improvements included an updated natural landscape, new accessible ramps, Energy Star windows and doors, new barrel roof canopies, a redesigned façade and LED lighting.

Director McNellis noted that there is a total of \$50,000 available for both PEP/GIFT grant requests, as part of the set-aside funds for these improvement programs in the Northeast Industrial District (NEID) TIF, in which these properties are located. The 6980 Central Park property represents approximately 64% of the total storefront improvement, and 6990 represents approximately 36%. Since the improvements are consistent across the entire storefront of the two properties, the total cost of the project is split accordingly.

Mr. Brett Pauls of Econocare, answered questions from the Commission regarding specifics of the proposal, including questions regarding ownership structure and proposed landscaping plant species. Vice Chairman McCoy asked if a building with such low visibility along the public way is the most appropriate choice for this project. Village Manager, Tim Wiberg, and Community Development Director, Steve McNellis explained that the street is not only an arterial in the Lincolnwood Business Park, but is also in close proximity to the new Carrington Development which is expected to spur additional economic development nearby. Director McNellis added

that the PEP/GIFT funds specifically set-aside in the NEID TIF must be spent in the Business Park in that particular TIF District. Mr. Pauls provided further information regarding the timeline of this project and stated that it should be completed in no more than six months, and likely by April 1st.

Chairman Kucienski requested information regarding the procedures in place should any recipient of Village incentives vacate the premises and/or leave the Village. Village Manager Wiberg and Director McNellis explained that should such an event occur in the first five years after the improvement is completed, the incentive programs require a graduated payback of funds.

Commissioner Spagnoli proposed the Village assist with the proposed lighting costs by providing Mr. Paul's information on a ComEd program to defray costs, so the petitioner could allocate some funds elsewhere. Director McNellis stated that he would connect Mr. Pauls with ComEd regarding this program.

At the end of discussion, Commissioner Ehrenberg made a motion to recommend approval of \$50,000 in PEP/GIFT Grant requests for 6980/6990 N. Central Park Avenue, with a proportional split of 64% of funds for 6980 N. Central Park Avenue and 36% for 6990 N. Central Park Avenue, representing a proportional split of the length of the storefront, subject to improvements being completed within six months after final Village Board approval or the petitioner must return to the EDC to request an extension, and the amount funded be no greater than 50% of the total cost of the project. Commissioner Spagnoli seconded the motion. Motion was approved by a roll call vote, as follows:

Ayes: Albazi, Berger, Berman, Ehrenberg, Iocca, McCoy, Spagnoli, Chairman Kucienski

Nays: None

6. Review of 2018 Meeting Dates

The 2018 meeting dates were presented to the Commission. Commissioner Berman moved to approve the 2018 meeting dates and Vice Chairman McCoy seconded the motion. Motion was approved by voice vote.

7. Discussion of Commissioner Request for Future EDC Meeting Topics

Director McNellis noted that while staff has petitions that come forward, such as this morning's PEP and GIFT requests, and there are also items on the economic development work plan that will come to the EDC, such as last month's discussion

about the new Business newsletter (which will be coming out in January), and staff will also bring forward more comprehensive discussion topics, such as business-friendly zoning code changes and comprehensive updates on development projects, that is not always enough to fill every agenda. So, for those months in which no topics are coming forward, for one reason or another, staff would like to develop a topics list of areas the EDC would like to address. He asked that if there are no particular topics brought up this morning, that the EDC should feel free to e-mail any ideas to staff.

Commissioner Berman suggested introducing an agenda item to discuss whether or not the Village should be pursuing new developments on major arterials such as Cicero Avenue.

8. Reports

New Business License

Director McNellis provided the Commission with the new business license list. Commissioner McCoy reminded that the original reason for providing this list to the EDC was to allow the Commissioners the opportunity to touch base with new businesses to ensure they have all the information they need to be successful in Lincolnwood. However, he noted that such communication came after the business was already in the Village, and eliminated the opportunity to help these businesses understand codes and requirements before they had already made a financial commitment to a location in the Village. The EDC agreed this is a timing problem and that ways should be considered to encourage businesses to approach the EDC at a meeting to ask questions about requirements, process, etc., when they are still considering sites, before a contract or lease has been signed. Commissioner Albazi suggested that the new Business Newsletter should include information for new businesses to reach out to Staff in order to be connected to the EDC as a resource for mentorship. Director McNellis stated that he would include language in the next available Business Newsletter encouraging prospective businesses to make contact with him to discuss Village requirements. He further stated that he would direct those interested businesses to an audience with the EDC at a monthly meeting. Finally, Director McNellis suggested there be an open item on each agenda, at the end of the meeting, allowing this free discussion between prospective businesses and the EDC. The EDC agreed with this direction.

Development Updates

Stefani's Restaurant at 6755 North Cicero Ave

Director McNellis provided an update on the Stefani's Restaurant. The projected completion date is near the end of 2017, per most recent reports. Director McNellis informed the Commission that a Q+A with Gina Stefani, head of operations for the new restaurant, will be included in the January/February Business Newsletter.

Discussion ensued regarding a possible ribbon-cutting ceremony for the grand opening. Director McNellis stated that he would reach out to Stefani's to inquire about their interest to this suggestion. Commissioner Berman expressed his support for such an event.

Brickyard Bank at 6676 North Lincoln Ave

Director McNellis informed the Commission that the PEP Grant work at the Brickyard Bank had been completed.

AT&T at 3701 West Touhy Ave

Director McNellis informed the Commission that the AT&T building had opened and reminded everyone that this development was the first retail business in the Village's first Retail Business Overlay District.

Former Purple Hotel Site at 4500 West Touhy Ave

Director McNellis and Village Manager Wiberg, shared details regarding the status of the former Purple Hotel site. The Foreclosure sale of the site has been finalized and is being met with interest from developers. The vision for this site continues to be a mixed-use development with commercial, including retail sales and service, restaurants, entertainment uses, a possible hotel and multi-family housing.

Discussion ensued over efforts to continue to rebrand Lincolnwood as an affordable, conveniently located community with growing amenities. Commissioner Ehrenberg recommended that the Commission should check in with the Lincolnwood Taskforce to review and reinforce the Village's mission. Chairman Kucienski suggested a workshop to facilitate this discussion.

9. Other Business

None

10. Public Forum

None

11. Adjournment

By consensus, the meeting was adjourned at 9:36 A.M.

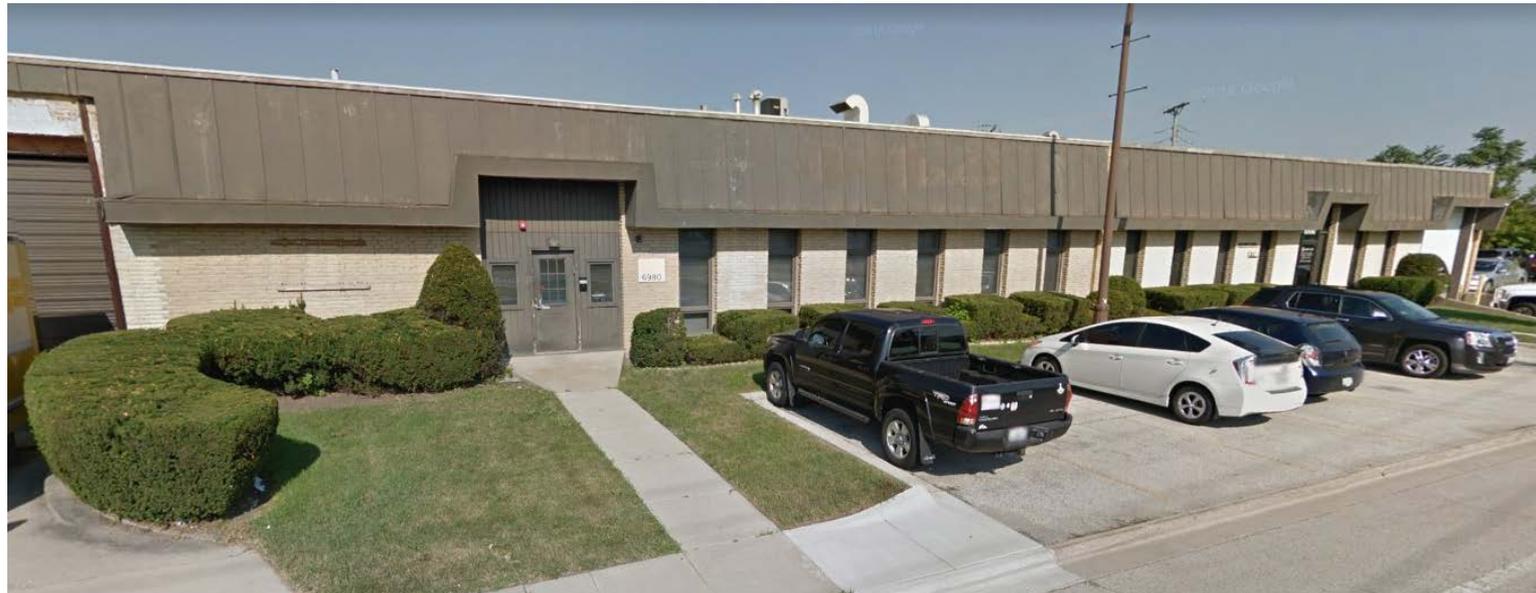
Respectfully submitted,

Ashley Reimann
Community Development Intern

Economic Development Commission Recommendation

PEP/GIFT Grant Requests:

**6980 N. Central Park (LTC Interiors/North Light Theater Shop)
6990 N. Central Park (Econocare)**



PEP/GIFT Grant Requests: 6980/6990 N. Central Park Avenue



PEP/GIFT Grant Programs

PEP = Property Enhancement Program

GIFT = Green Initiatives for Tomorrow

- PEP Intent = encourage comprehensive exterior (visible) improvements to businesses
- GIFT intent = fund energy efficiency & installation of green technologies
- Grants = 50% Cost match, to a Maximum grant per project of \$25,000 PEP, \$10,000 GIFT
- Set-Aside Funds = \$50,000 for NEID TIF
- Not intended to fund deferred maintenance
- Eligible PEP Work = façade & parking lot improvements; landscaping; awnings, signs, lighting, etc.
- Eligible GIFT Work = Energy-efficient lighting, green roofs, Energy Star rated windows/doors/furnace

PEP/GIFT Grant Requests:

6980/6990 N. Central Park Avenue

Façade/Landscaping/window replacement/Lighting project
spanning two properties

- Storefront improvement to remove dated mansard roof, add modern architectural siding treatment, and install three metal canopies over building entrances
- Install new energy-efficient LED lighting along east façade of building, primarily under new canopies
- Replace two storefront doors with new more attractive, energy-efficient doors.
- Replace fifteen existing windows with energy-efficient windows
- Replace existing storefront landscaping with updated, natural, (less water-dependent) planting design

PEP/GIFT Grant Requests:

6980/6990 N. Central Park Avenue

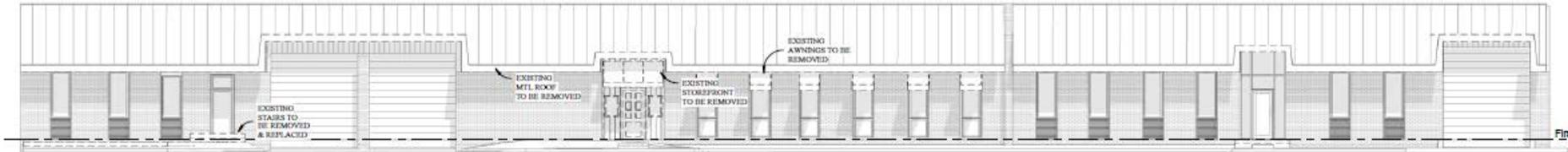
Existing Conditions



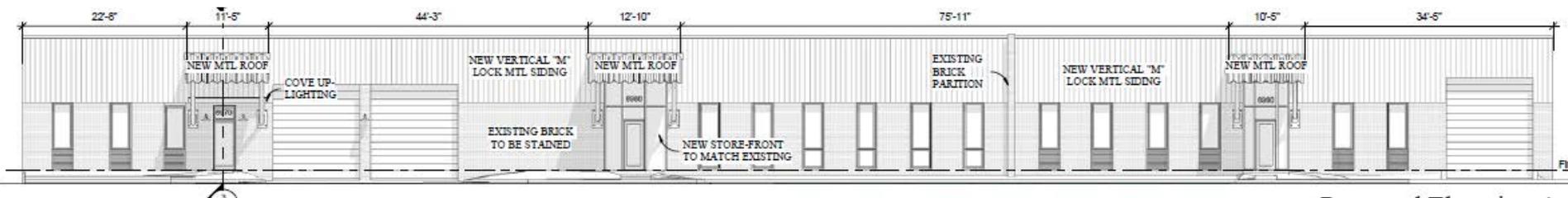
PEP/GIFT Grant Requests:

6980/6990 N. Central Park Avenue

Building Elevations



Existing



Proposed

Storefront Improvements:

- Updated Façade - Remove mansard and add metal canopies (PEP)
- Add new siding and stain brick (PEP)
- Add LED lighting (GIFT)
- Replace windows/doors with energy-efficient models (GIFT)



PEP/GIFT Grant Requests:

6980/6990 N. Central Park Avenue

Building Elevations



PEP/GIFT Grant Requests:

6980/6990 N. Central Park Avenue

Project Costs - Bidders

Bidders	6980 Central Park (PEP/GIFT Request 1)	6990 Central Park (PEP/Gift Request 2)	Total
D.S.P. Remodeling Services, Inc.	\$120,866.66	\$60,433.33	\$181,300.00
Gefen Builders Inc.	\$130,233.33	\$65,116.67	\$195,350.00
Sunshine Construction Inc.	\$143,600.00	\$71,800.00	\$215,000.00

- Owners Preferred Contractor is low-bidder (D.S.P. remodeling Services, LLC)
- Overall bid amounts apply for the entire two-property storefront
- Costs per property are broken down based upon length of each storefront (64% - 6980 and 36% - 6990)

PEP/GIFT Grant Requests:

6980/6990 N. Central Park Avenue

PEP/GIFT Eligibility

6980 Central Park

Expense Type	Bid Amount
GIFT-Eligible:	
LED Lighting	\$4,864
Energy Star Windows & Doors*	<u>\$27,904</u>
Total GIFT-Eligible	\$32,768 @ 50% = \$16,384
PEP-Eligible:	
Storefront Demolition	\$2,240
New Barrel Roof	\$23,168
New Siding/Painting	\$38,016
Landscaping	<u>\$7,808</u>
Total PEP-Eligible	\$71,232 @ 50% = \$35,616
Total Eligibility for 6980 Central Park	\$52,000

- Eligible amount requested (50% of costs) = \$52,000
- Maximum in PEP/GIFT Program = \$35,000 (\$25K PEP, \$10K GIFT)
- Maximum Available Funds = \$25,000

PEP/GIFT Grant Requests:

6980/6990 N. Central Park Avenue

PEP/GIFT Eligibility

6990 Central Park

Expense Type	Bid Amount
GIFT-Eligible:	
LED Lighting	\$2,736
Energy Star Windows & Doors*	<u>\$15,696</u>
Total GIFT-Eligible	\$18,432 @ 50% = \$9,216
PEP-Eligible:	
Storefront Demolition	\$1,260
New Barrel Roof	\$13,032
New Siding/Painting	\$21,384
Landscaping	<u>\$4,392</u>
Total PEP-Eligible	\$40,068 @ 50% = \$20,034
Total Eligibility for 6990 Central Park	\$29,250

- Eligible amount requested (50% of costs) = \$29,250
- Maximum in PEP/GIFT Program = \$35,000 (\$25K PEP, \$10K GIFT)
- Maximum Available Funds = \$25,000

EDC Recommendation

- *By a 8-0 Vote, the EDC recommends approval of PEP/GIFT Grant requests in amount of \$50,000 total for both properties, with a proportional split of 64% (\$32,000) for 6980 N. Central Park Avenue and 36% (\$18,000) for 6990 N. Central Park Avenue, subject to:*
 - ❖ *Improvements being completed within six months after VB approval or Petitioner must return to EDC to request extension.*
 - ❖ *Amount awarded be no greater than 50% of total project costs.*
 - ❖ *Documentation provided demonstrating energy-efficiency requirements met for windows/doors:*

Request For Board Action

REFERRED TO BOARD: December 5, 2017

AGENDA ITEM NO: 7

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

This request was tabled at the November 7, 2017 Village Board meeting at the request of the Petitioner, and the Petitioner has requested that it once again be tabled until the January 2, 2018 Village Board meeting as they continue to assess the viability of the project.

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.



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

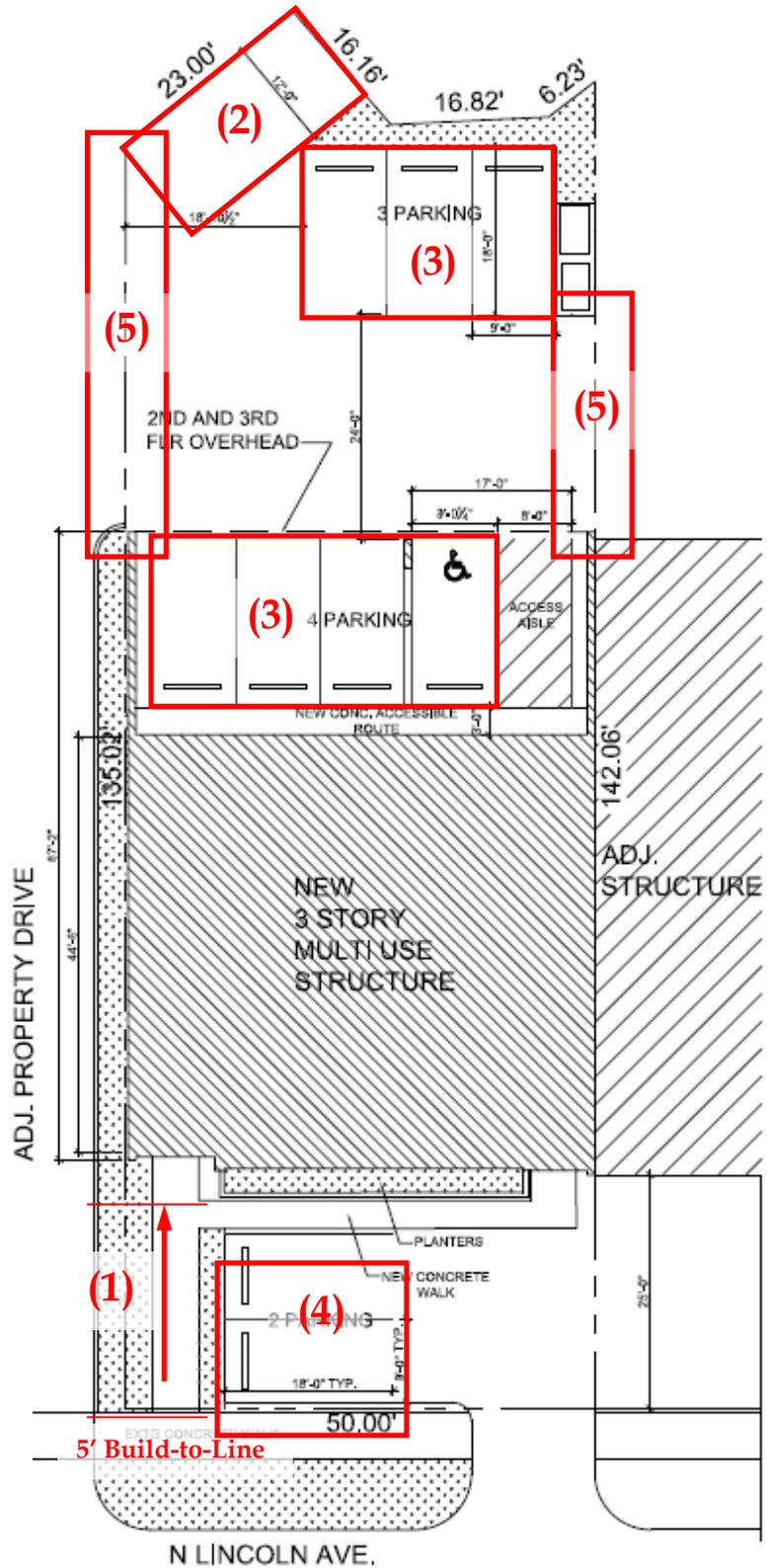
The Petitioner seeks approval to permit the construction of the new mixed-use building further back than the five-foot build-to line as required by the Additional Standards for Mixed-Use Section of the Zoning Code. The stated purpose of this build-to requirement is to locate buildings close to public 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 a 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. October 3, 2017 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

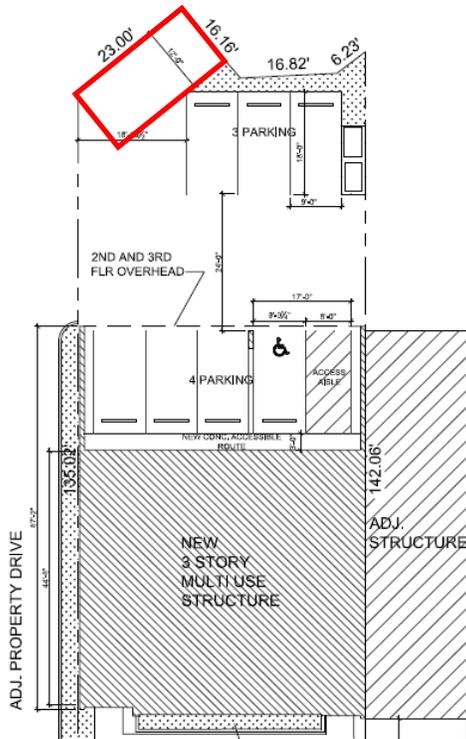
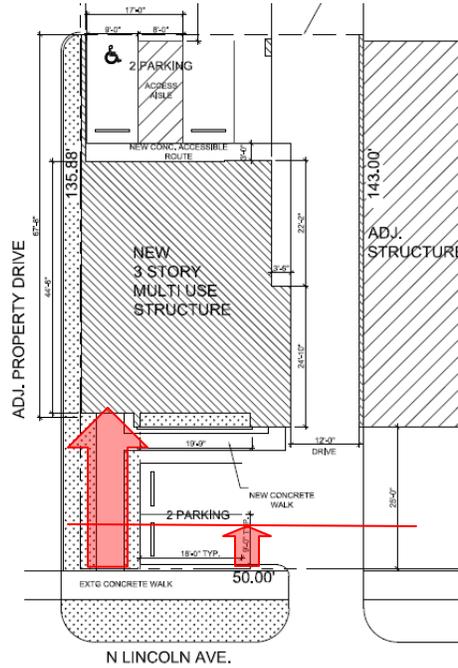
In 2015, the Village Board adopted an Ordinance requiring Special Use approval for all residential development along Lincoln Avenue. Three residential units are proposed. One two-bedroom unit is proposed on the second floor (along with office space). The third floor includes a one-bedroom unit and a 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*

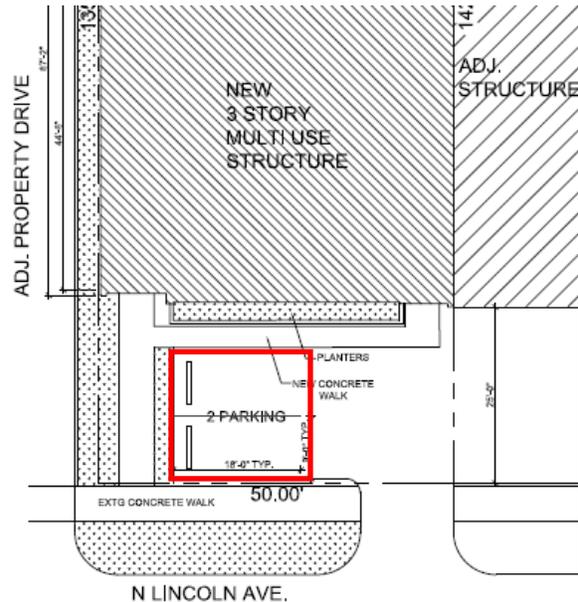
Based on the above, the project is required to have 15 off-street parking spaces (below are the requirements for each use).

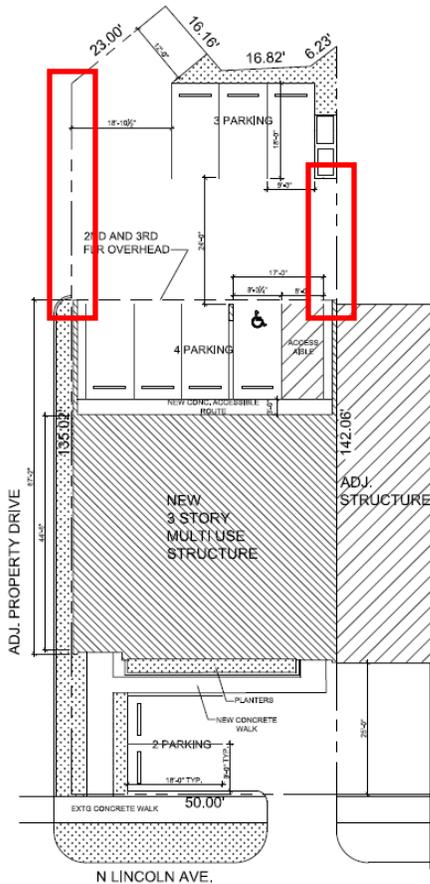
- Furniture or appliance store: 7 spaces*
- Office, general or professional: 4 spaces*
- Dwellings above first floor commercial: 4 spaces*

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.





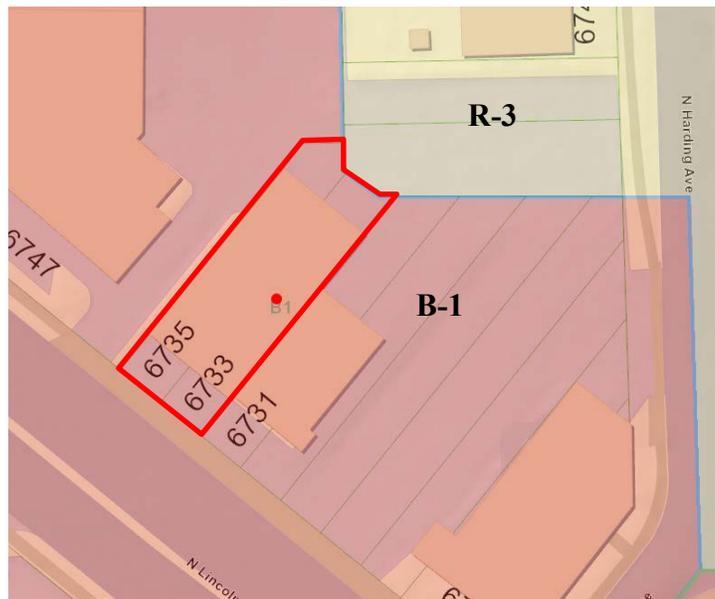
Off-Street Parking Perimeter Landscape Variation: The Petitioner seeks approval to waive the eight-foot required width of perimeter landscaping along the side lot lines of the rear off-street parking area. The new off-street parking area does not include any perimeter landscape area.

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



MEMORANDUM

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

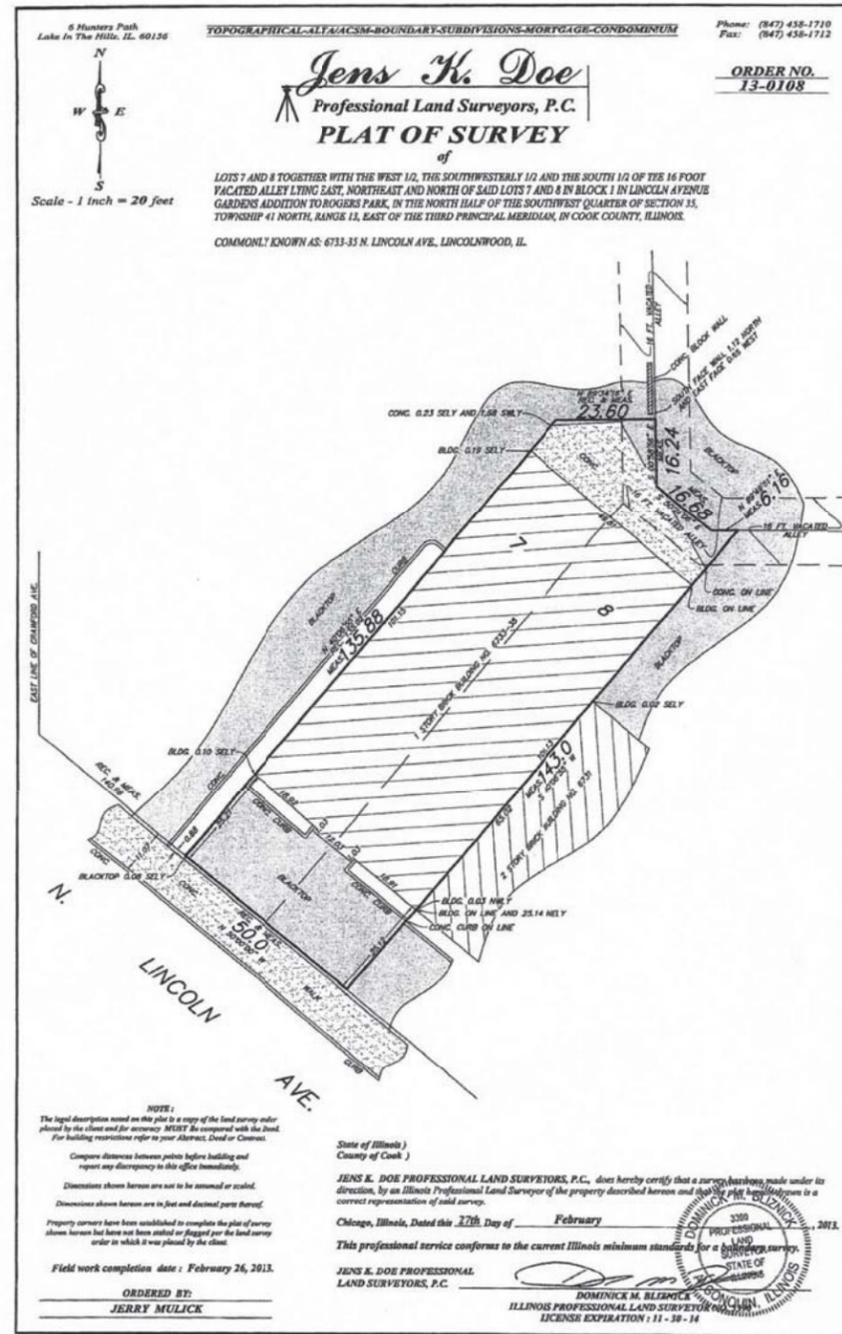
For all Sign Variation and/or Special Sign requests, the Applicant shall also complete Questions 9 through 12.

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.



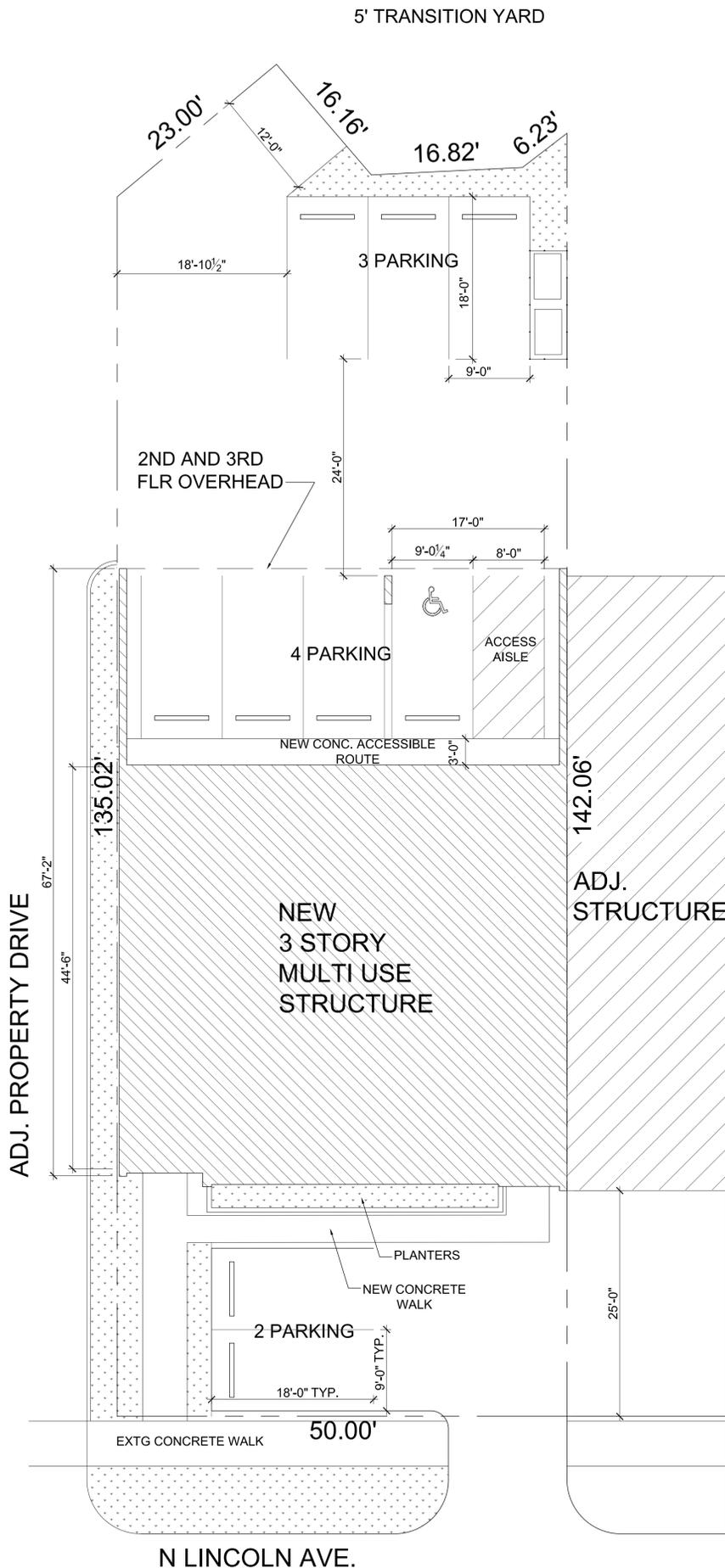
PROJECT STAFF		ISSUE		REVISIONS		DATE
PROJECT MANAGER:	B. BONDY P.E.	1	PRELIMINARY PLAN			07/26/2015
ENGINEER:	A. VEEN					
TECHNICIAN:						

BCI
BONO CONSULTING, INC.
CIVIL ENGINEERS
PH: (847) 823-3300
FAX: (847) 823-3303
1018 BUSSE HIGHWAY
PARK RIDGE, IL 60068
bbono@bonoconsulting.com

GIS TOPOGRAPHIC MAP, EROSION CONTROL, DEMOLITION PLAN
3 STORY MULTI USE BUILDING
6733 LINCOLN AVE., LINCOLNWOOD, ILLINOIS

COPYRIGHT:
THIS DRAWING SHALL NOT BE USED, REPRODUCED, MODIFIED OR SOLD EITHER WHOLLY OR IN PART, EXCEPT WHEN 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



3 SITE PLAN
EXTG FRONT SETBACK 1/8"=1'-0"

ABBREVIATIONS				REFERENCE SYMBOLS				SHEET INDEX					
CL	CENTER LINE	DIA	DIAMETER	HM	HOLLOW METAL	INC	NOT IN CONTRACT	ROOM	ROOM NAME	DEM	DEMOLITION	A1	COVER: SITE PLAN, SYMBOLS, CODE ANALYSIS, & EXTERIOR VIEWS
ADJ	ADJUSTABLE	DNM	DIMENSION	HVAC	HEATING VENTING AIR CONDITIONING	NTS	NOT TO SCALE	001	ROOM NUMBER	NEW	NEW CONSTRUCTION	A1.1	AREA PARKING DISTRIBUTION
AF	ABOVE FINISHED FLOOR	DN	DOWN	HW	HOT WATER	OC	ON CENTER	12345	DOOR NUMBER	GYP. BD.	GYP. BD.	A2	BASEMENT & 1ST FLOOR PLANS
ALT	ALTERNATE	DR	DOOR	HW1	HOT WATER HEATER	PTD	PAINTED	123	WINDOW TYPE	EQUIP	EQUIPMENT	A3	2ND AND 3RD FLOOR PLANS
APPROX	APPROXIMATE	DS	DOWN SPOUT	HW2	HOT WATER HEATER	PLAM	PLASTIC LAMINATE	123	WALL TYPE	REVISION	REVISION MARKER	A4	ROOF PLAN
APPRV	APPROVED	DW	DISH-WASHER	HT	HEATER	PLYWD	PLYWOOD	10	EXTERIOR ELEVATION	ALIGN	ALIGN SURFACES	A5	EXTERIOR ELEVATIONS
ARCH	ARCHITECTURAL	DWG	DRAWING	INCL	INCLUDING	R	RISER	10	INTERIOR ELEVATION	KEYNOTE	KEYNOTE	A6	EXTERIOR ELEVATION
AVG	AVERAGE	DWR	DRAWER	INFO	INFORMATION	RA	RETURN AIR	10	SECTION MARKER			L1	LANDSCAPING PLANS
BD	BOARD	EX	EXISTING	INSUL	INSULATION	REF	REFERENCE	10	ELEVATION MARKER				
BATT INSUL	BATTEN INSULATION	EA	EACH	INT	INTERIOR	REFR	REFRIGERATOR/FREEZER						
BLDG	BUILDING	EL	ELEVATION	J	JUNCTION BOX	RM	ROOM						
BLKG	BLOCKING	ELEC	ELECTRICAL	JT	JOINT	RO	ROUGH OPENING						
BOT	BOTTOM	EQ	EQUAL	LAM	LAMINATE	SA	SUPPLY AIR						
BO	BY OTHERS	EXT	EXTERIOR	LAV	LAVATORY	SIM	SIMILAR						
CEL	CEILING	FD	FLOOR DRAIN	MAX	MAXIMUM	STD	STANDARD						
CL	CLOSED	FL	FLOOR	MC	MEDICINE CABINET	STL	STEEL						
CSO	CASED OPENING	GD	GARBAGE DISPOSAL	MDP	MEDIUM DENSITY FIBERBOARD	SUSP	SUSPENDED UNLESS OTHERWISE NOTED						
COL	COLUMN	GEN	GENERAL	GL	GLASS	UN	UNLESS OTHERWISE NOTED						
CONC	CONCRETE	GL	GLASS	MCH	MECHANICAL	VER	VERIFY IN FIELD						
CPT	CARPET	GA	GAUGE	MFR	MANUFACTURER	WD	WOOD						
CT	CERAMIC TILE	GYP BD	GYP SUM WALLBOARD	MIN	MINIMUM	WIN	WINDOW						
CJ	CONTROL JOINT	GC	GENERAL CONTRACTOR	MISC	MISCELLANEOUS	WPT	WORK POINT						
DEMO	DEMOLISH (DEMOLITION)	HDCP	HANDICAPPED	MTD	MOUNTED								



2 EXTERIOR VIEW FROM REAR NTS



1 EXTERIOR VIEW FROM STREET NTS

Zoning Analysis 6733-35 N. Lincoln Ave.			
Description	Code	Proposed	Remarks
Project Description			
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			
Zoning			
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)
Parking			
Parking standards	9 FT		9x18' with 20' aisle.
Residential Parking	5		1.5 spaces per unit
Furniture Retail Parking	5		2.5 spaces per 1,000 SF gross
Office Parking	3		3 spaces per 1,000 SF gross
		9 total	spaces shown on plan

Revisions

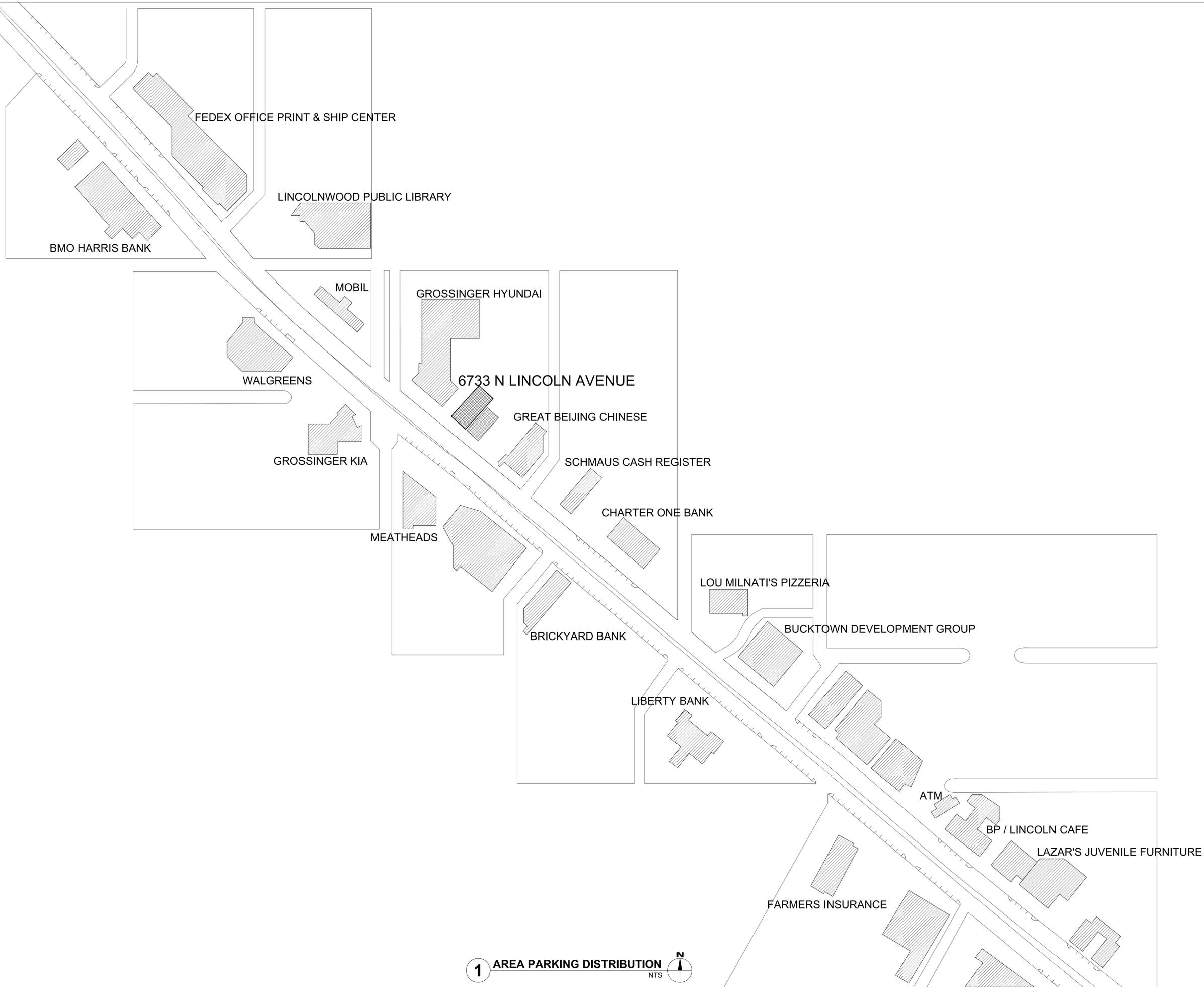
Projects

COMMERCIAL AND RESIDENTIAL CONST.
ELITE HOME FURNISHINGS

6733 N LINCOLN AVE
LINCOLNWOOD, IL

SITE PLAN, SYMBOLS, CODE ANALYSIS & EXTERIOR VIEWS

Date	11/10/15	Drawing No.	A1
Scale	NOTED		
Drawn by	--		
Approved	--		



Revisions

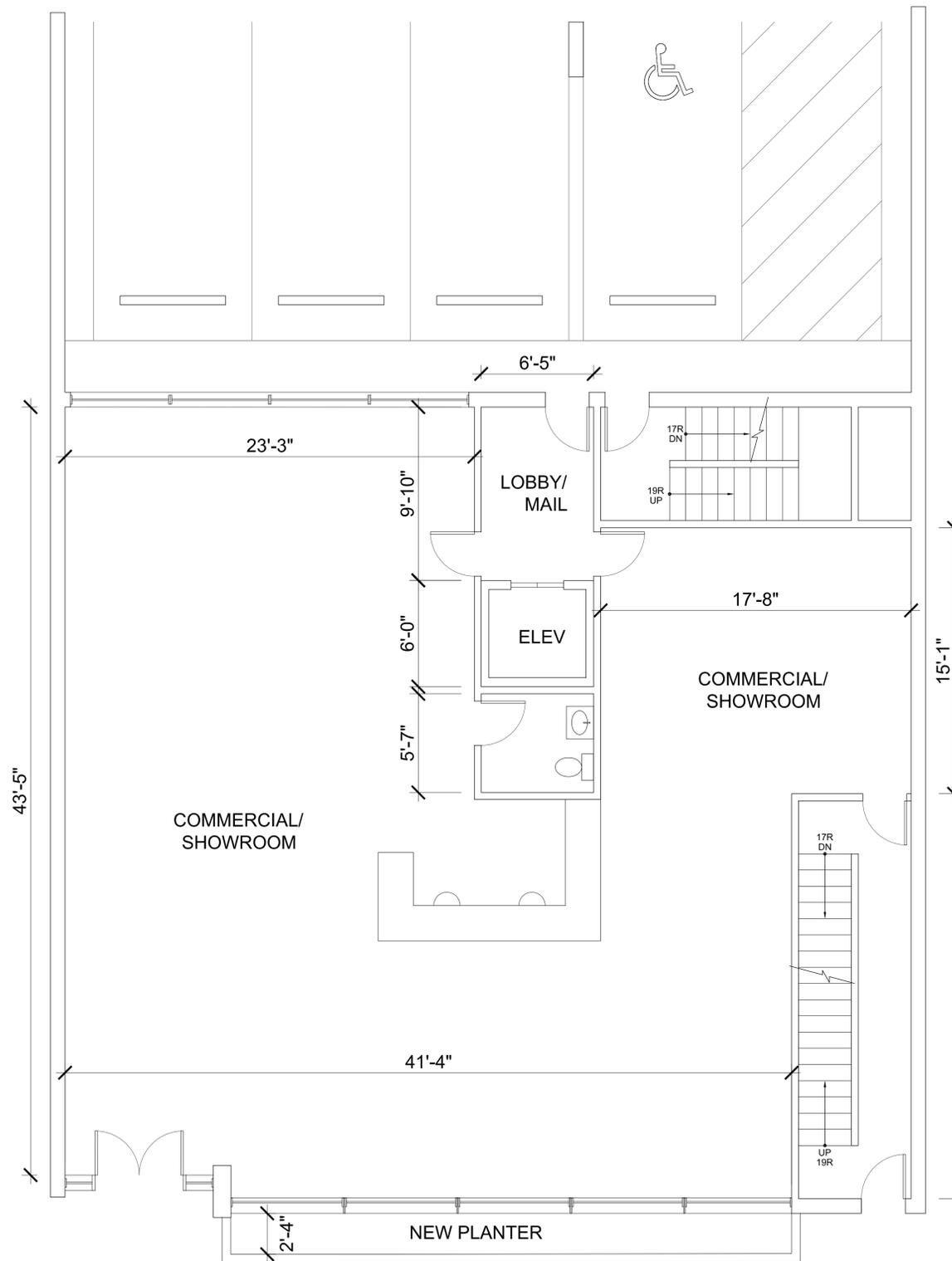
Projects
 COMMERCIAL AND RESIDENTIAL CONST.
 ELITE HOME FURNISHINGS
 6733 N LINCOLN AVE
 LINCOLNWOOD, IL

AREA PARKING DISTRIBUTION

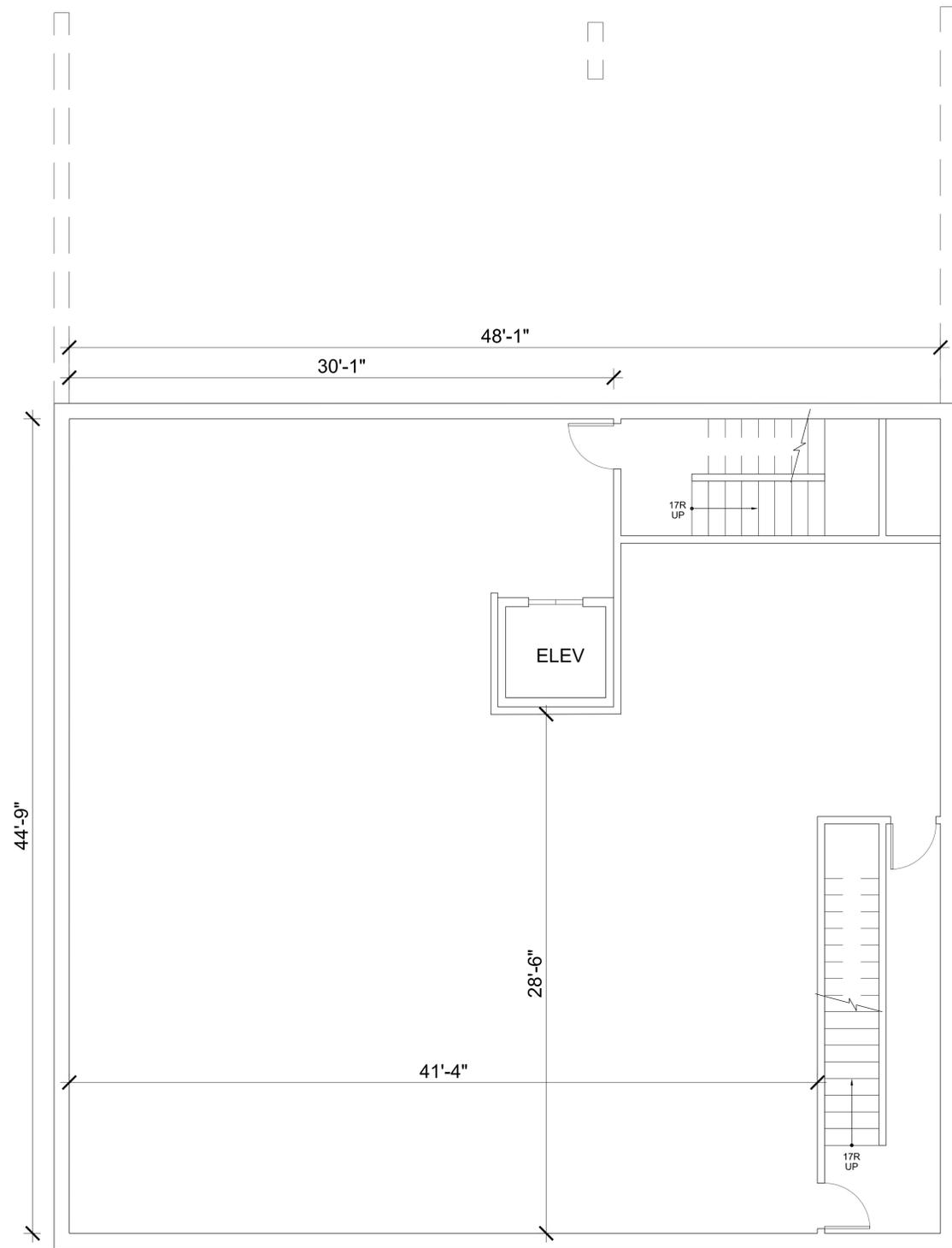
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Scale	NOTED		
Drawn by	--		
Approved	--		

1 AREA PARKING DISTRIBUTION
 NTS





2 FIRST FLOOR PLAN
1/4"=1'-0"



1 BASEMENT PLAN
1/4"=1'-0"

Revisions

Projects
COMMERCIAL AND RESIDENTIAL CONST.
ELITE HOME FURNISHINGS

6733 N LINCOLN AVE
LINCOLNWOOD, IL

BASEMENT AND
FIRST FLOOR
PLANS

Date 11/10/15

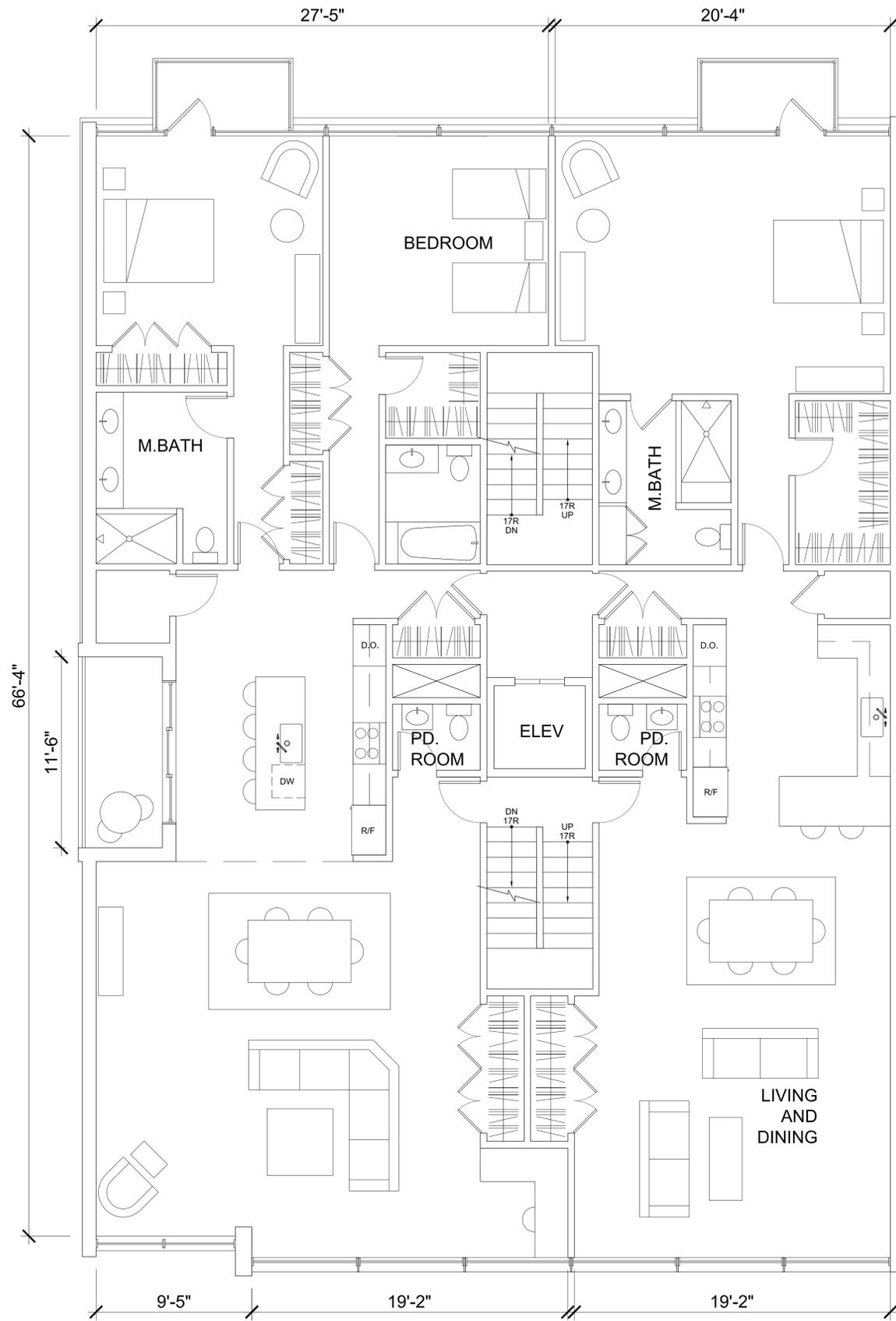
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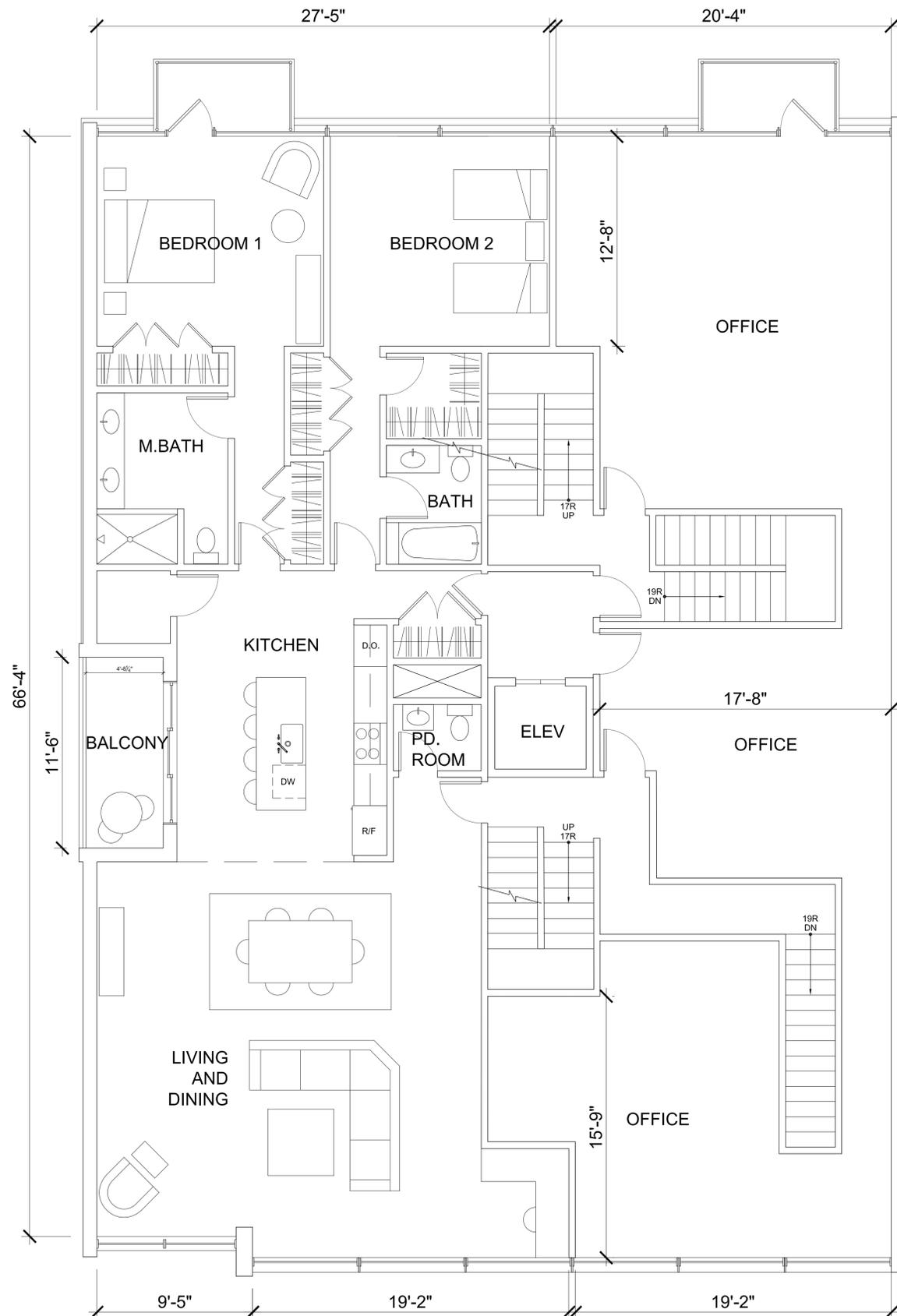
Drawn by --

Approved --

A2



2 THIRD FLOOR PLAN
 1/4"=1'-0"



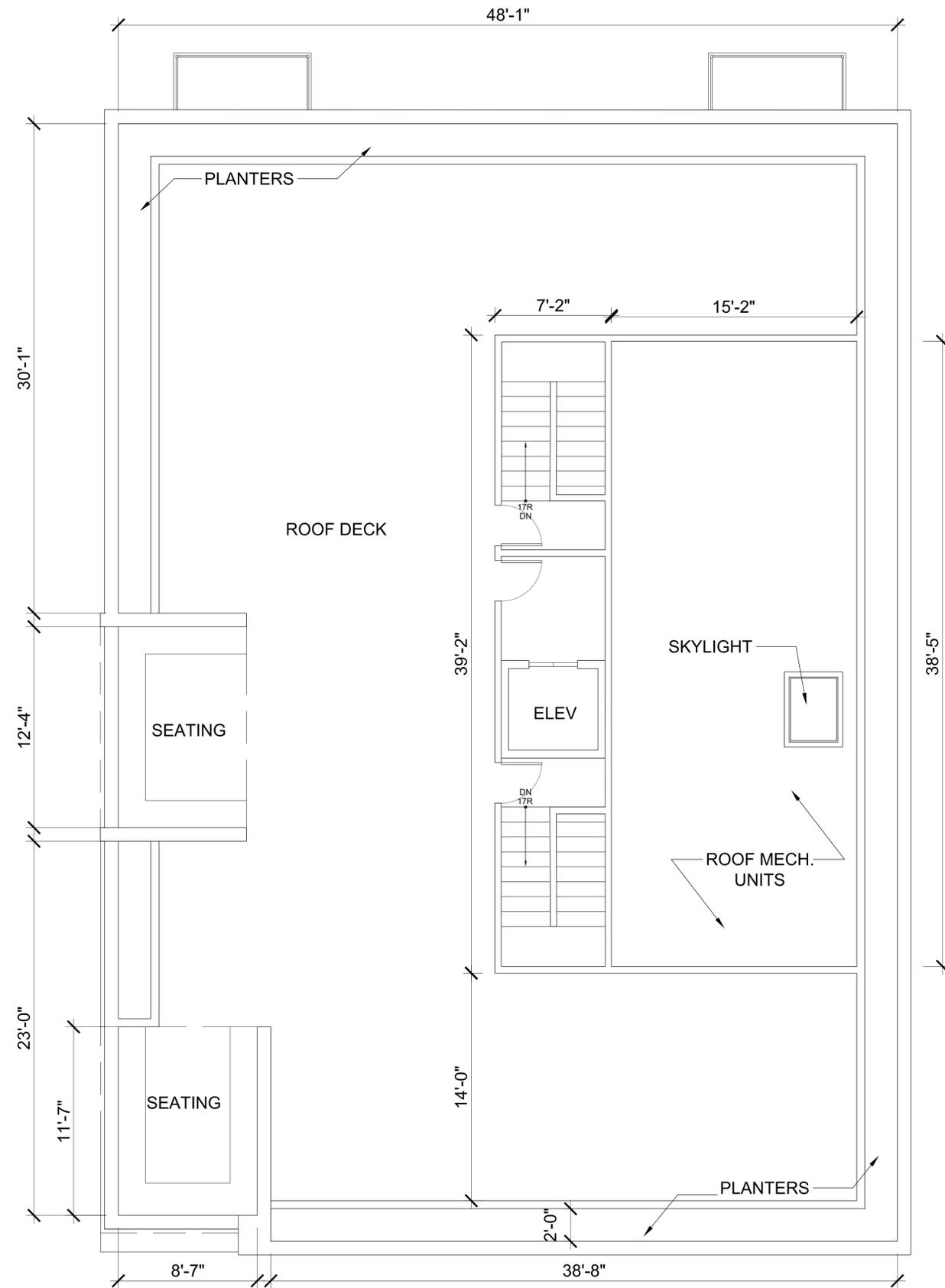
1 SECOND FLOOR PLAN
 1/4"=1'-0"

Revisions

Projects
 COMMERCIAL AND RESIDENTIAL CONST.
 ELITE HOME FURNISHINGS
 6733 N LINCOLN AVE
 LINCOLNWOOD, IL

**SECOND AND
 THIRD FLOOR
 PLANS**

Date	11/10/15	Drawing No.	A3
Scale	NOTED		
Drawn by	--		
Approved	--		



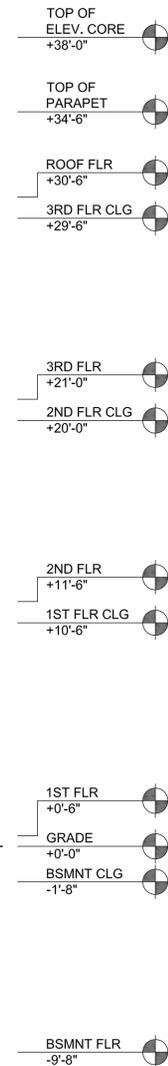
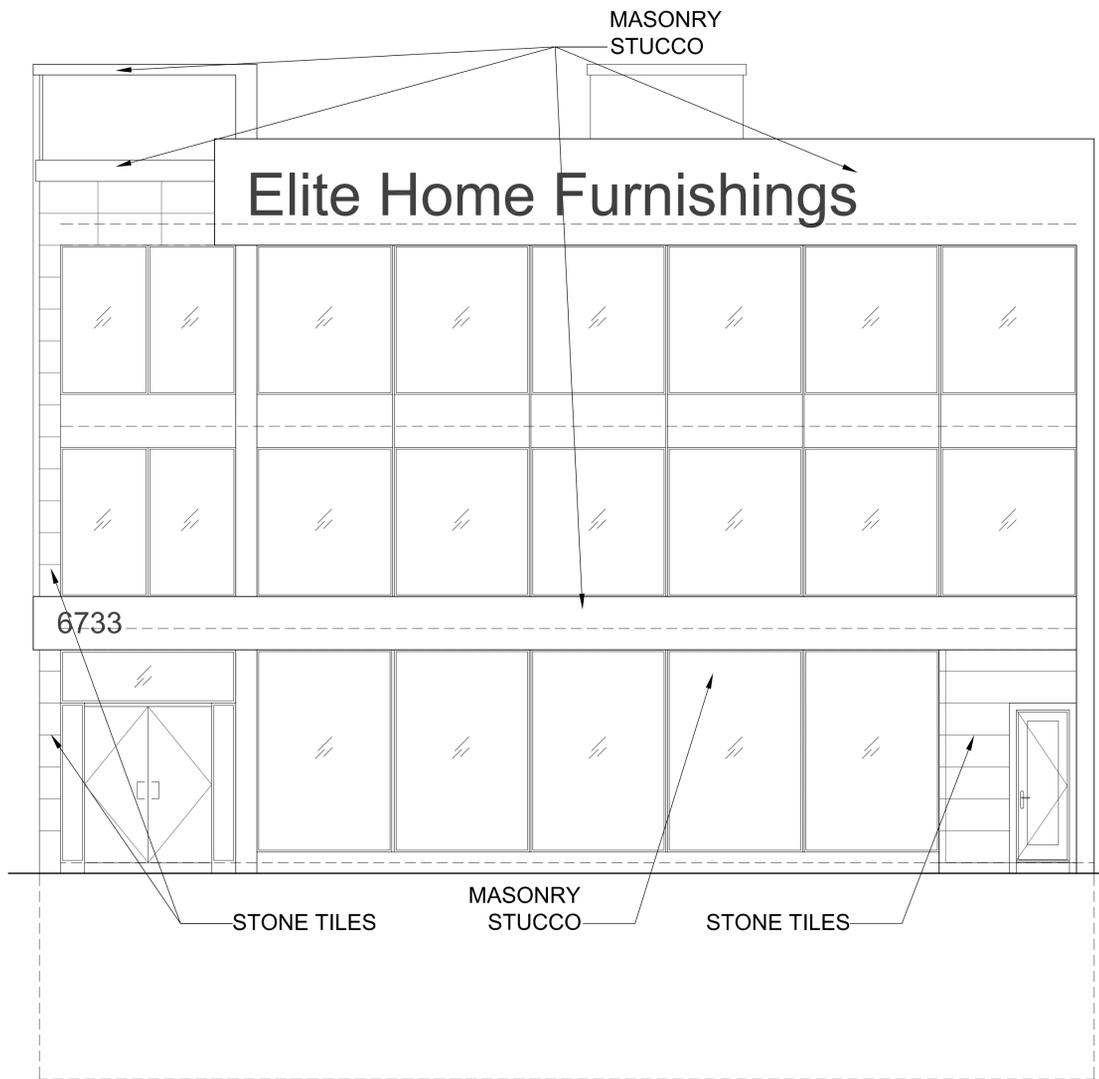
2 ROOF PLAN 1/4"=1'-0"

Revisions	

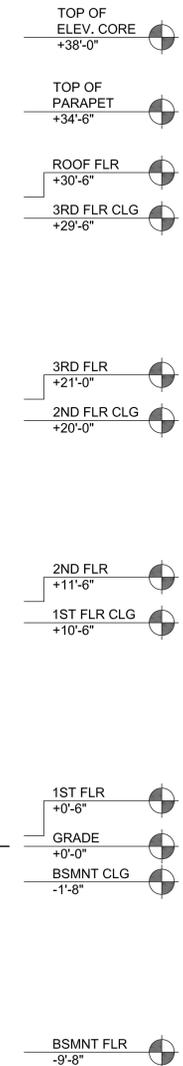
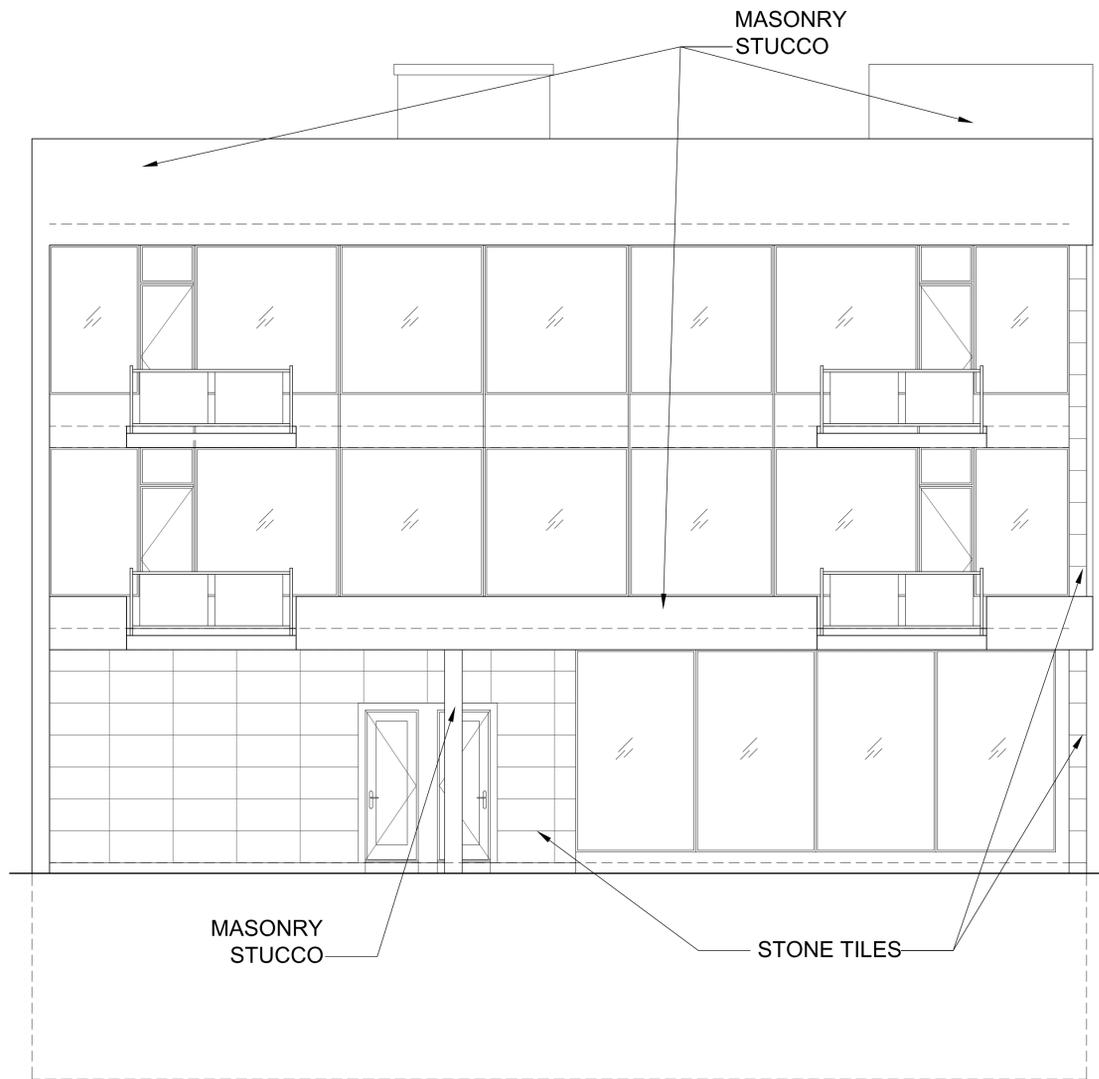
Projects
COMMERCIAL AND RESIDENTIAL CONST.
ELITE HOME FURNISHINGS
 6733 N LINCOLN AVE
 LINCOLNWOOD, IL

ROOF PLAN

Date	11/10/15	Drawing No.	A4
Scale	NOTED		
Drawn by	--		
Approved	--		



2 ELEVATION
LOOKING NORTH-WEST 1/4"=1'-0"



1 ELEVATION
LOOKING SOUTH EAST 1/4"=1'-0"

Revisions	

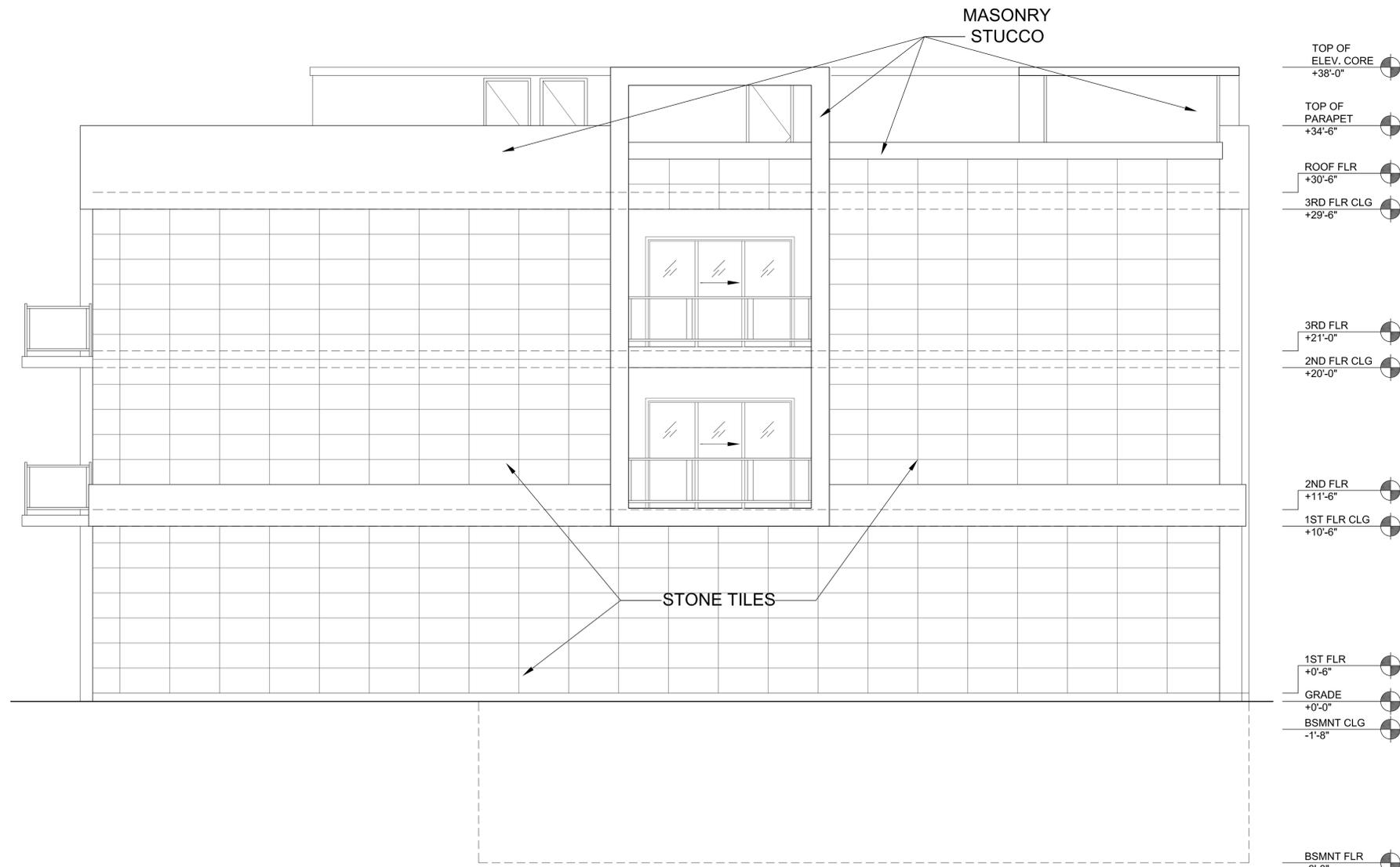
Projects
COMMERCIAL AND RESIDENTIAL CONST.
ELITE HOME FURNISHINGS

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

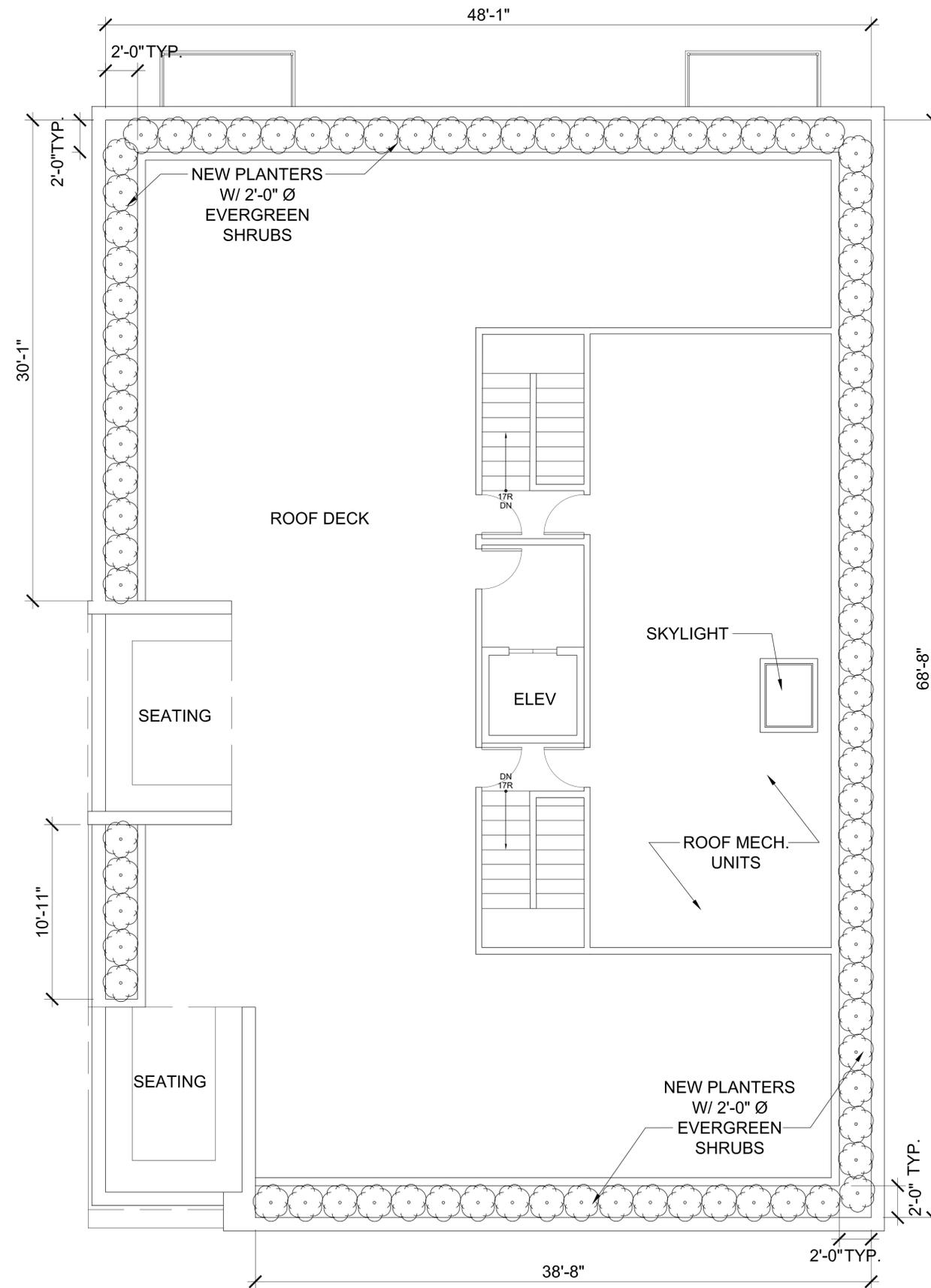
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Drawn by --

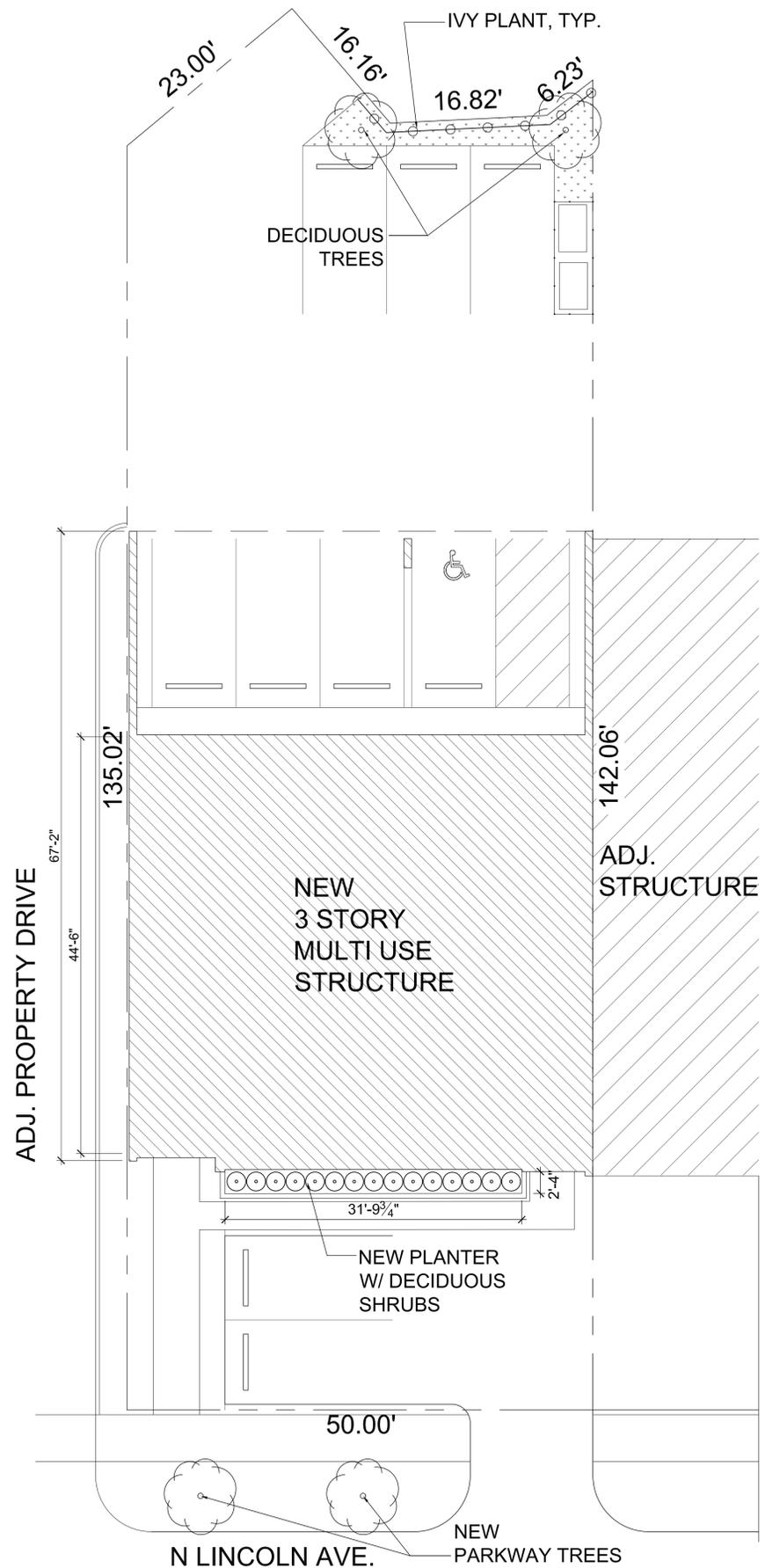
Approved --

Drawing No.

A6



1 ROOF LANDSCAPING PLAN
 1/4"=1'-0"



1 SITE LANDSCAPING PLAN
 1/8"=1'-0"

Revisions

Projects
 COMMERCIAL AND RESIDENTIAL CONST.
 ELITE HOME FURNISHINGS
 6733 N LINCOLN AVE
 LINCOLNWOOD, IL

LANDSCAPING PLANS

Date	11/10/15	Drawing No.	L1
Scale	NOTED		
Drawn by	--		
Approved	--		

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (Agreement) is made as of this ___ day of _____, 2016, by and between Hsing Tseng Kao and Szu Chung Kao (together, Owner) and Rebeka Hoxha and Esad Hoxha (together, Licensee).

RECITALS

A. Owner is the owner of certain property commonly known as 6717 N. Lincoln Ave., Lincolnwood, Illinois 60712 and legally described in Exhibit A (Kao Property);

B. Licensee is the owner of certain property commonly known as 6733-35 N. Lincoln Ave., Lincolnwood, Illinois 60712 and legally described in Exhibit B (Hoxha Property);

C. Licensee desires to use a portion of the Kao Property for access to the Hoxha Property via North Harding Avenue, to the East, which portion is legally described in Exhibit C (Licensed Property).

D. Owner agrees to grant said use by Licensee under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are incorporated herein and are made a material part of this Agreement.

2. GRANT OF LICENSE. Owner hereby grants to Licensee, its employees, agents, contractors and subcontractors, a non-exclusive license to use the Licensed Property (License), which consists of a 10-foot wide strip of property running across Lot 16 uninterrupted from the East lot line to the West lot line lying 5 feet North of the 8-foot strip of vacated alley lying between Lot 16 to the North and Lots 7 through 12 to the South and West as depicted in Exhibit C.

3. TERM OF LICENSE. The license granted hereunder shall commence upon execution of this Agreement and can be terminated at any time, by either party, with written notice to the other. This License shall not run with the land.

4. LICENSE ONLY. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time interest or estate of any kind or extent whatsoever in the Licensed Property by virtue of this license or Licensee's use of the Licensed Property pursuant hereto.

5. IMPROVEMENTS. Licensee is not permitted to alter, improve, furnish, or place any equipment or item upon the Licensed Property except to install a driveway accessing the Licensed Property from Harding Avenue provided such installation is done in a good and workmanlike manner by licensed and insured professionals with proper permits obtained from any applicable governing body. This installation shall be done at Licensee's sole cost and expense and Licensee shall indemnify and hold harmless Owner with respect to any issue or cause of action arising from the installation of the driveway.

6. TRANSFER BY OWNER. Owner may at any time, in its sole discretion, assign its rights hereunder or transfer or convey the Licensed Property. Upon any such assignment, transfer or conveyance, the License and liability of Owner under this Agreement shall automatically terminate, unless Owner's assignee, transferee or grantee shall agree in writing in a separate agreement with Licensee to assume and be bound by the obligations of Owner under this Agreement.

7. RETURN OF THE LICENSED PROPERTY. At the termination of Licensee's license, Licensee shall repair and restore the Licensed Property to the same condition as it was at the time of the execution of this Agreement. At Owner's request, all temporary and permanent improvements, furnishings or equipment placed upon the Licensed Property by Licensee or Licensee's agents, employees or contractors, shall be removed by Licensee at its sole cost and expense prior to the termination of Licensee's license. If Licensee fails to remove same within thirty (30) days after termination of this Agreement, then Owner may, but not obligated to, remove said fence, improvements, furnishings or equipment and Licensee shall pay the cost of any such removal. If such payment is not made within fourteen (14) days of receipt of invoice by Licensee, Licensee agrees to pay the cost and expense of restoring the condition of the land together with interest thereon at the effective statutory rate from and after the date of such demand until receipt of full payment therefore.

8. MAINTENANCE OF LICENSED PROPERTY. During the term of this license, Licensee shall be responsible for twenty-five percent (25%) of all costs and expenses to repair and maintain the Licensed Property in good condition and repair. Owner shall bill any such costs to Licensee and payment shall be due upon receipt. Licensee shall ensure the condition and use of the Licensed Property and compliance with all applicable laws, statutes, ordinances, codes, rules regulations, orders and decrees.

9. INTERRUPTION OF USE. Owner may temporarily interrupt Licensee's use of the Licensed Property for repairs and maintenance provided, however, that Owner shall use reasonable efforts to perform all such repairs and maintenance of the Licensed Property in such a manner so as to reasonably minimize such interruption. If Licensee fails to perform its obligations under Paragraph 8 hereof, Licensee shall reimburse Owner for the cost thereof upon demand, together with interest thereon at the rate set forth in Paragraph 16 hereof from and after the date of such demand until receipt of full payment therefor.

10. PROHIBITED USES. Licensee may use the Licensed Property for ingress and egress from Harding Avenue to the Hoxha Property only. Licensee may not nor may permit others to park

on the Licensed Property. At all times, Licensee shall ensure the Licensed Property is free from all parked or standing vehicles and any other blockades of whatever kind or nature.

11. RESERVATION OF RIGHTS BY OWNER. The right of ingress and egress over the Licensed Property and other rights granted to Licensee hereunder are expressly reserved by Owner, its successors, grantees, invitees and assigns.

12. NO TRANSFER BY LICENSEE. Licensee shall not transfer any of its rights hereunder without the prior written consent of Owner. Any such assignment made without the prior written consent of Owner shall be null and void and of no force or effect and shall entitle Owner to terminate this Agreement.

13. NO EASEMENT. Neither this Agreement nor Licensee's use of the Licensed Property shall give rise to any easement or any other prescriptive rights in the Licensed Property. Licensee shall have the affirmative duty to keep all third parties from using the Licensed Property for any purpose and shall protect the Licensed Property against all claims of easement and prescriptive rights at all times during the term of this Agreement. Licensee shall defend and hold harmless Owner with respect to any such claims including hiring counsel to defend such claims, payment of damages in the event Licensee's duty is breached, attorney fees, court costs, and any and all litigation expenses.

14. CONDITION OF LICENSED PROPERTY; INDEMNITY. Licensee acknowledges that it (a) has physically inspected the Licensed Property, and (b) accepts the Licensed Property with full knowledge of the condition thereof. Furthermore, Licensee, for and on behalf of itself and all successors, grantees, invitees and assigns, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the condition of the Licensed Property or the activities, operations or use of the Licensed Property by Licensee, its successors, grantees, invitees and assigns and all of their officers, directors, employees, representatives and agents. Further, Licensee, for itself, its successors, grantees, invitees and assigns, and for those claiming by, through or under any of them, hereby releases Owner, its officers, directors, agents and employees (collectively, Indemnitees) from any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property), including, without limitation, reasonable attorney fees and litigation costs incurred by the Indemnitees in connection herewith, that may arise from operations on, or the use of, the Licensed Property by Licensee, its successors, grantees, invitees and assigns, and all of their officers, directors, employees, representatives and agents. Licensee hereby agrees to indemnify, defend and hold harmless the Indemnitees from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including without limitation, reasonable attorney fees and litigation costs) incurred by the Indemnitees for injuries to persons (including, without limitation, loss of life) and for damage, destruction or theft of property that is directly or indirectly due to or caused by any activity, work or thing done, permitted or suffered by Licensee or any third party in or about the Licensed Property, or for any act or omission of Licensee, its successors, grantees, invitees and assigns and any of their officers, directors, employees, representatives and agents. Licensee shall cooperate with Owner in the defense of any

such claims, demands or action, including, without limitation, the employment, at the sole expense of Licensee, of legal counsel satisfactory to Owner.

15. **WAIVER OF CLAIMS.** Licensee does hereby fully and completely waive and release, for itself, its successors, grantees, invitees and assigns, and for all of their officers, directors, employees, representatives, agents, contractors and subcontractors of any their, any and all claim of, or right to, a mechanic's lien, under the Statutes of Illinois, against, or with respect to the Licensed Property, or any portion thereof, or any improvement thereon, or with respect to the estate or interest of any person whatsoever therein or thereon, or any portion thereof, or with respect to any material, fixtures, apparatus or machinery to be furnished thereto, or with respect to any monies or other consideration that may be due at any time hereafter to anyone by Licensee, which claim of lien might be asserted by reason of doing, making or furnishing, heretofore, or at any time hereafter, of any labor, services, material, fixtures, apparatus, machinery, improvements, repairs or alterations to the Licensed Property.

16. **NO LIENS ON LICENSED PROPERTY.** Licensee shall not permit any lien to be filed against the Licensed Property or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Licensed Property at the direction or sufferance of Licensee.

In the event any such lien is filed against the Licensed Property or any improvements thereon, Licensee shall be in breach of this Agreement and Owner shall have the right, but not the obligation, to cause such lien to be release and Licensee shall pay on demand all Owner's costs in connection therewith, together with interest thereon at the rate set forth in Paragraph 16 hereof accruing from and after the date of such demand until Owner's receipt of full payment therefor.

17. **BREACH BY LICENSEE.** If Licensee breaches any provision in this Agreement and fails to cure any such breach within fourteen (14) days after written notice thereof, in addition to any other right or remedy available at law or in equity, Owner shall have the right, but not the obligation, to cure any such breach and Licensee agrees to reimburse Owner for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to nine percent (9%) from the date of Owner's demand therefor until Owner's receipt of full payment therefor. Licensee is responsible for any and all costs of enforcing any and every provision of this Agreement including but not limited to court costs and attorney fees. Licensee agrees that Owner has the right to place a lien on the Hoxha Property, for any failure to pay any amount under any provision of this Agreement.

18. **NO WARRANTY; INTEGRATION.** Owner hereby makes and has made no representations, statements, warranties or agreements to or with Licensee in or in connection with this Agreement or the Licensed Property. This Agreement embodies the entire understanding of the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

19. INSURANCE. Licensee shall maintain liability insurance on the property reasonably satisfactory to Owner and such policy shall name Owner as an additional insured. Certificate of insurance shall be tendered to Owner prior to Licensee's use of the Licensed Property.

20. RECORDING. Each party hereby grants to the other party the right to record this Agreement against the Licensed Property and/or Licensee's property.

21. NOTICES. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Owner: Hsing Tseng Kao and Szu Chung Kao
6717 N. Lincoln Ave., Lincolnwood, Illinois 60712

If to Licensee: Rebeka Hoxha and Esad Hoxha
6733-35 N. Lincoln Ave., Lincolnwood, Illinois 60712

22. COUNTERPARTS. This Agreement may be executed in counter parts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OWNER:

LICENSEE:

Hsing Tseng Kao

Rebeka Hoxha

Szu Chung Kao

Esad Hoxha

EXHIBIT A
KAO PROPERTY

LOTS 11, 12, 13, 14, 15, 16 AND 17 IN BLOCK 1 IN LINCOLN AVENUE GARDENS, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO THAT 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ABUTTING LOTS 11 AND 13 AND THAT 1/2 OF THE VACATED ALLEY ABUTTING AND LYING SOUTH AND WEST OF LOT 16 AND THAT 1/2 VACATED ALLEY LYING WEST OF AND ABUTTING LOT 17 RECORDED AS DOCUMENT NUMBER 18594092 DATED SEPTEMBER 18, 1962, ALL IN BLOCK 1 IN LINCOLN GARDENS BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT B
HOXHA PROPERTY

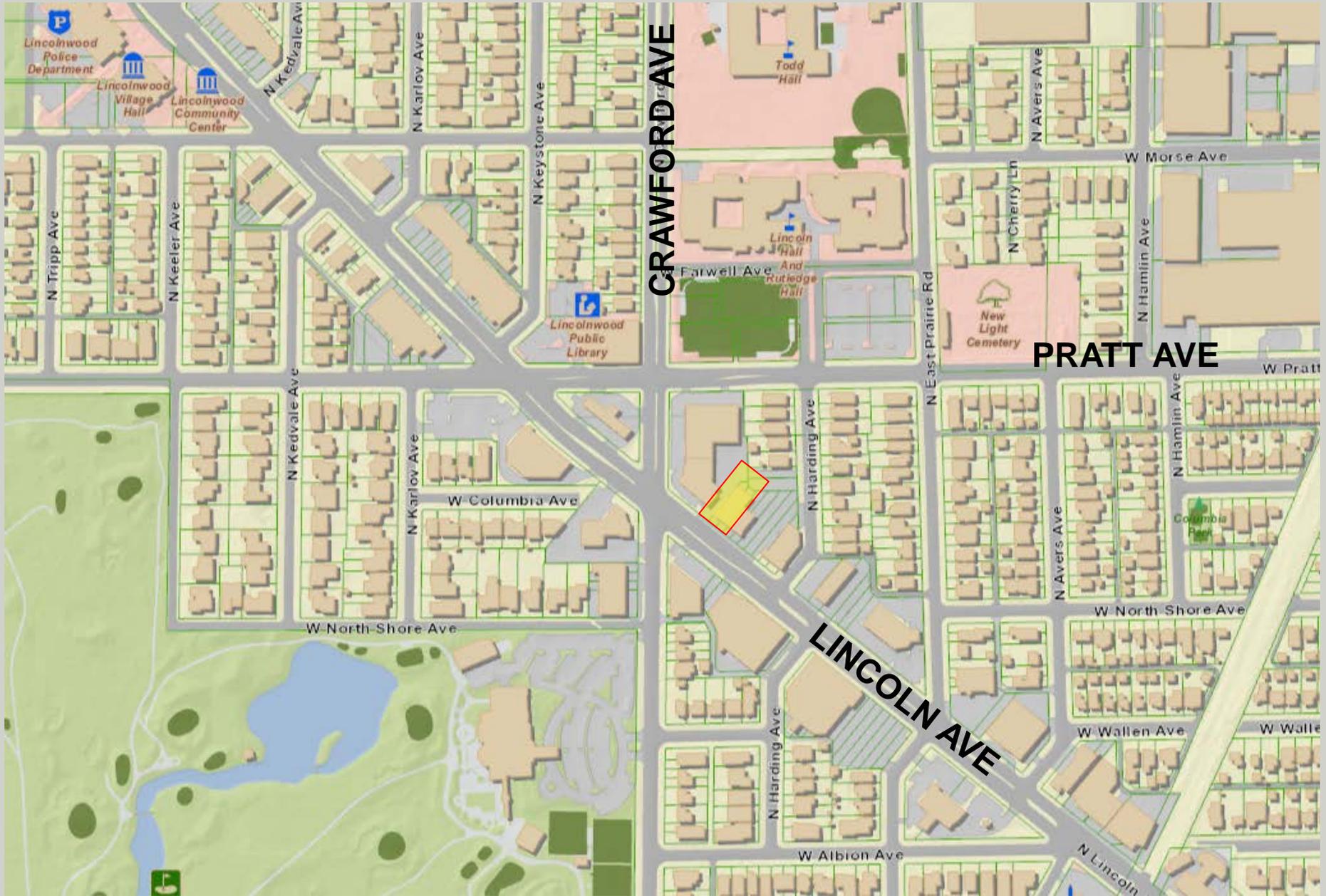
LOTS 7 AND 8 IN BLOCK 1 IN LINCOLN AVENUE GARDEN, BEING A
SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF
FRACTIONAL SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

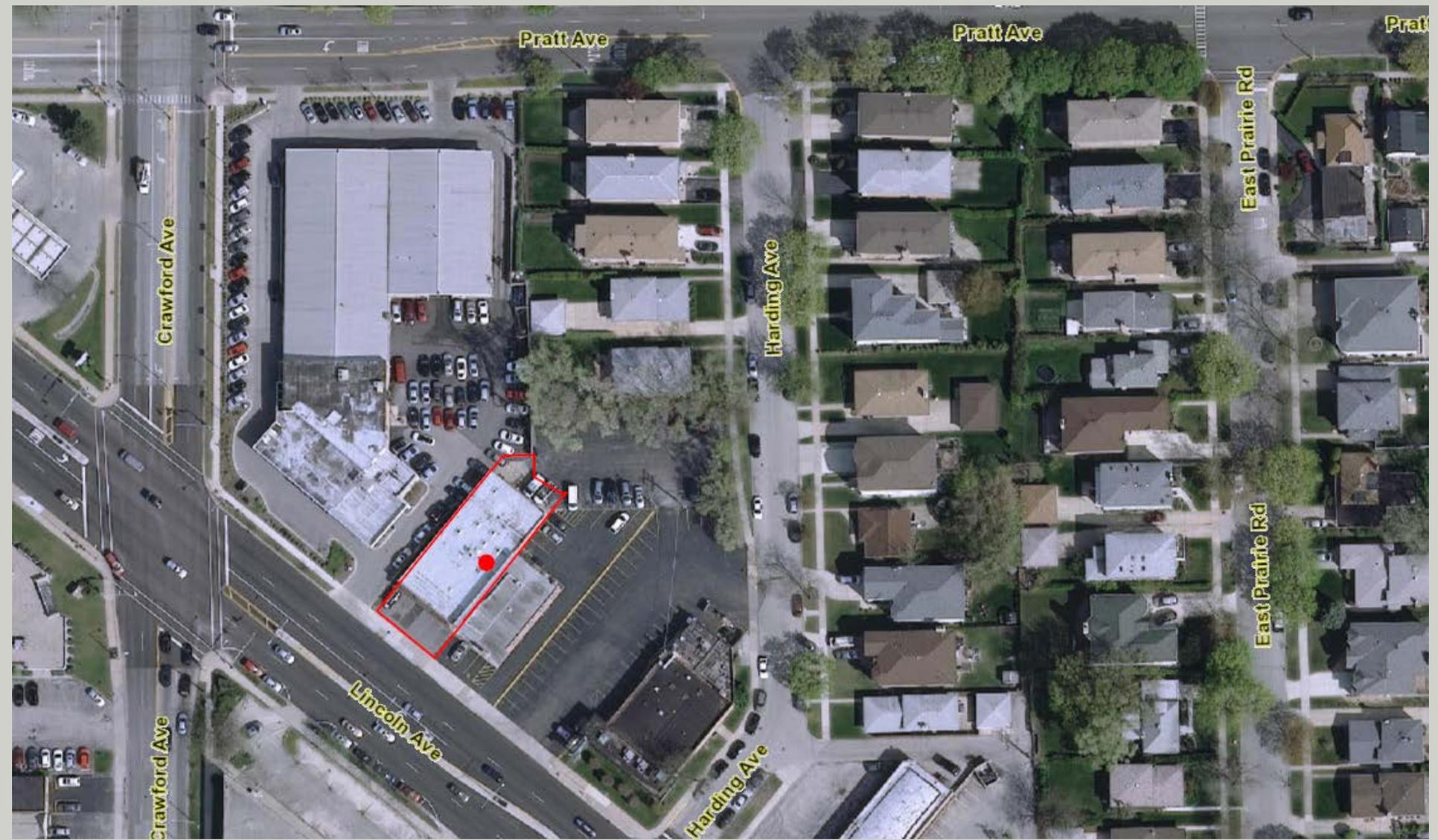
Case #PC-06-17

**Special Use and
Variations**

**Proposed 3-Story Mixed
Use Development**

6733-6735 North Lincoln Avenue





Crawford Ave

Pratt Ave

Pratt Ave

East Prairie Rd

Pratt

Crawford Ave

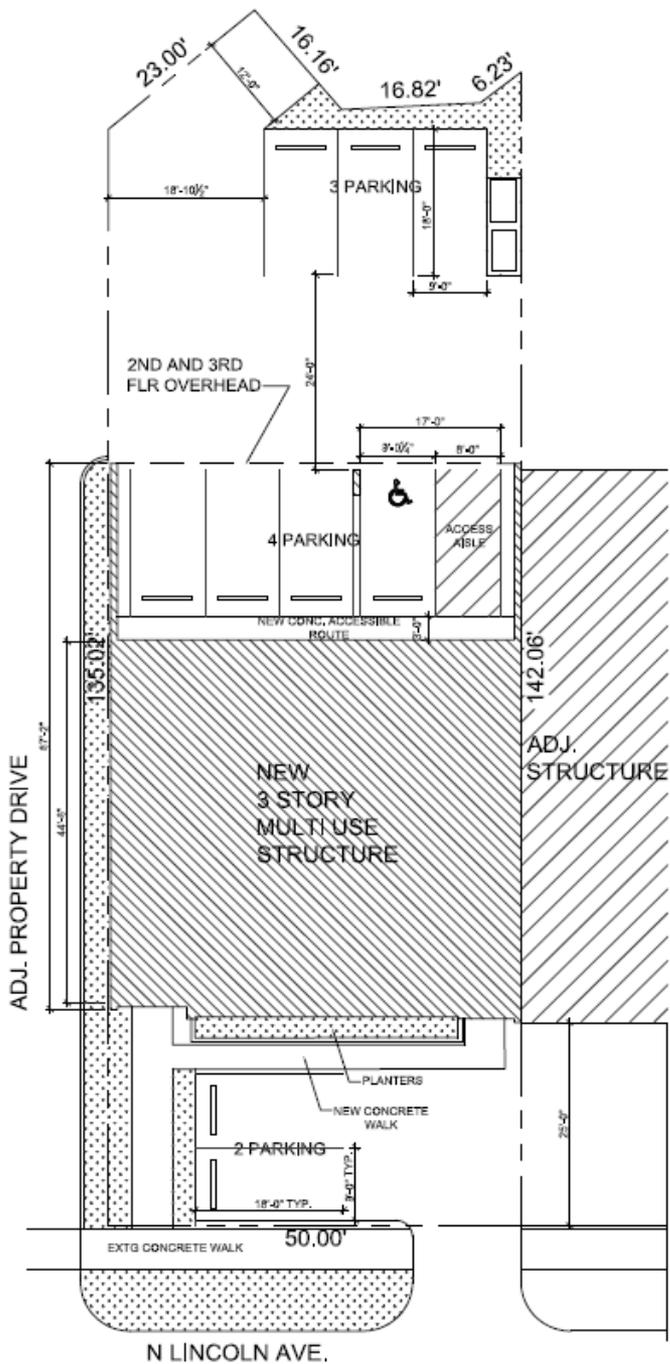
Lincoln Ave

Harding Ave

Harding Ave

East Prairie Rd

5' TRANSITION YARD

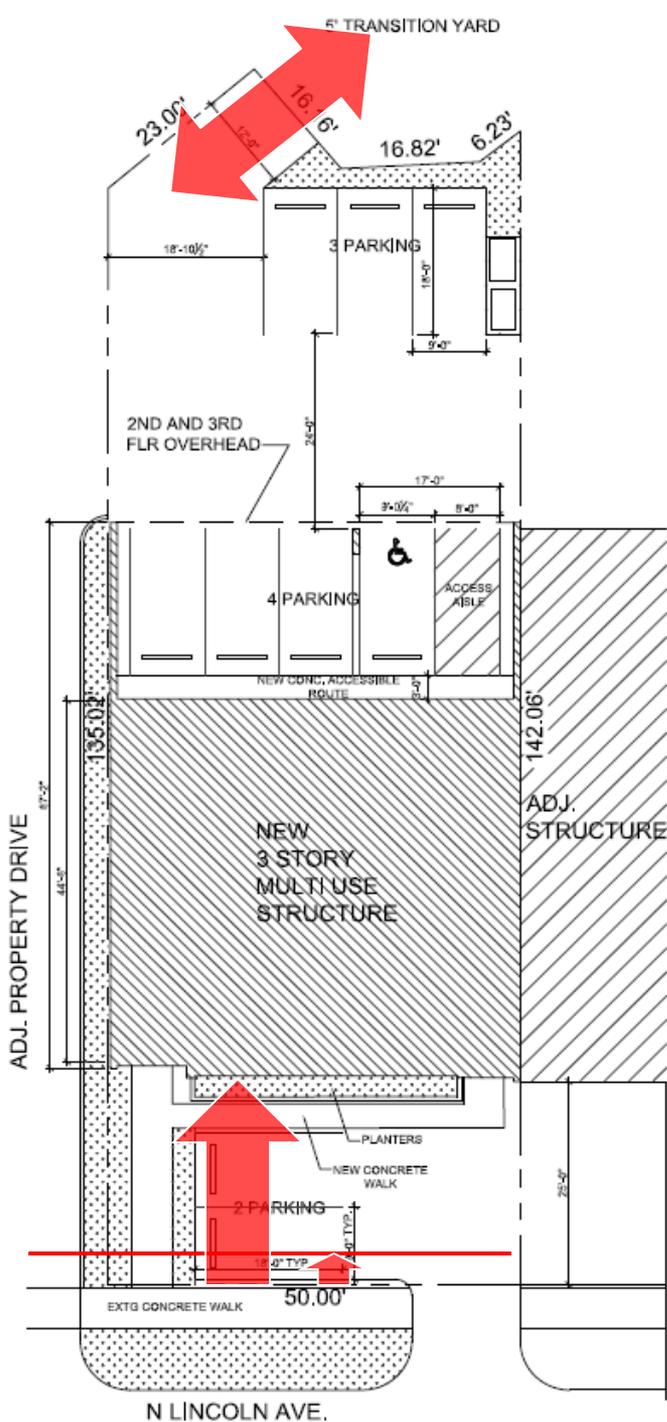




Requested Action

- **Special Use** to Approve Residential Units Above First Floor Commercial
 - **Total of Three Residential Units**
 - One 2-bedroom unit on 2nd Floor
 - 2 Units on 3rd Floor
 - One 1-bedroom unit
 - One 2-bedroom unit

Requested Action

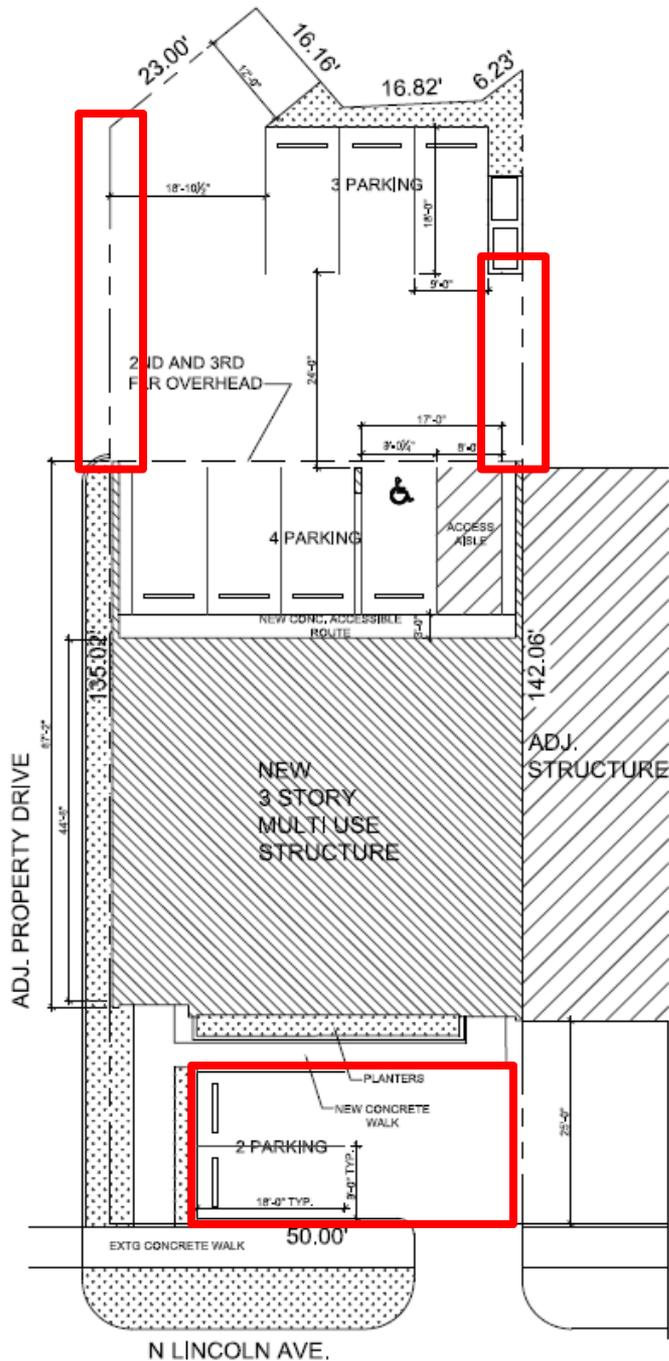


Drive Aisle Width Variation

- Two-Way Drive Aisle
Minimum Width – 24 Feet
- Proposed Aisle – 12 Feet

Variation from Five-Foot Build-To Line

- Proposed Building Setback
25 Feet



Requested Action

Variation from Off-Street Parking Location

- Parking Prohibited to the Front of the Building

Variation from Minimum Perimeter Landscape

- Minimum 8-Foot Landscape Area with Screening Required
- No Landscape and Screening Provided



Requested Action

Variation to Approve Less Than Minimum Number of Off-Street Parking

Total Parking Required: 15 Off-Street Spaces

- *Furniture or appliance store: 7 spaces*
- *Office, general or professional: 4 spaces*
- *Dwellings above first floor commercial: 4 spaces*

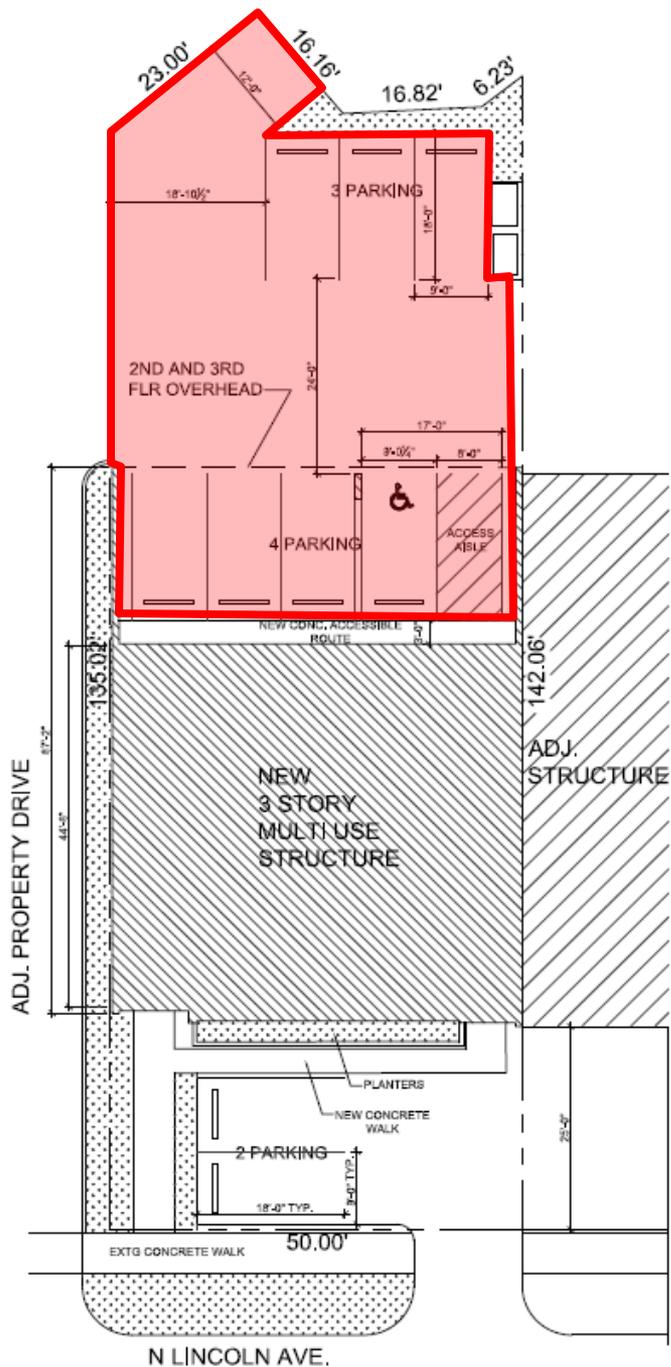
Total Qualifying Off-street Parking Spaces Provided: 2 *

****9 off-street parking spaces are provided, but 7 do not have assurances for long-term access***



Plan Commission Discussion

- Public Hearing opened on June 7, continued to July 5, then continued to August 2
 - Plan Commission generally agreed that this would be a positive project for the Village
 - Found there were adequate grounds for the granting of most of the Variations
 - Discussion focused primarily on off-street parking



Parking Discussion

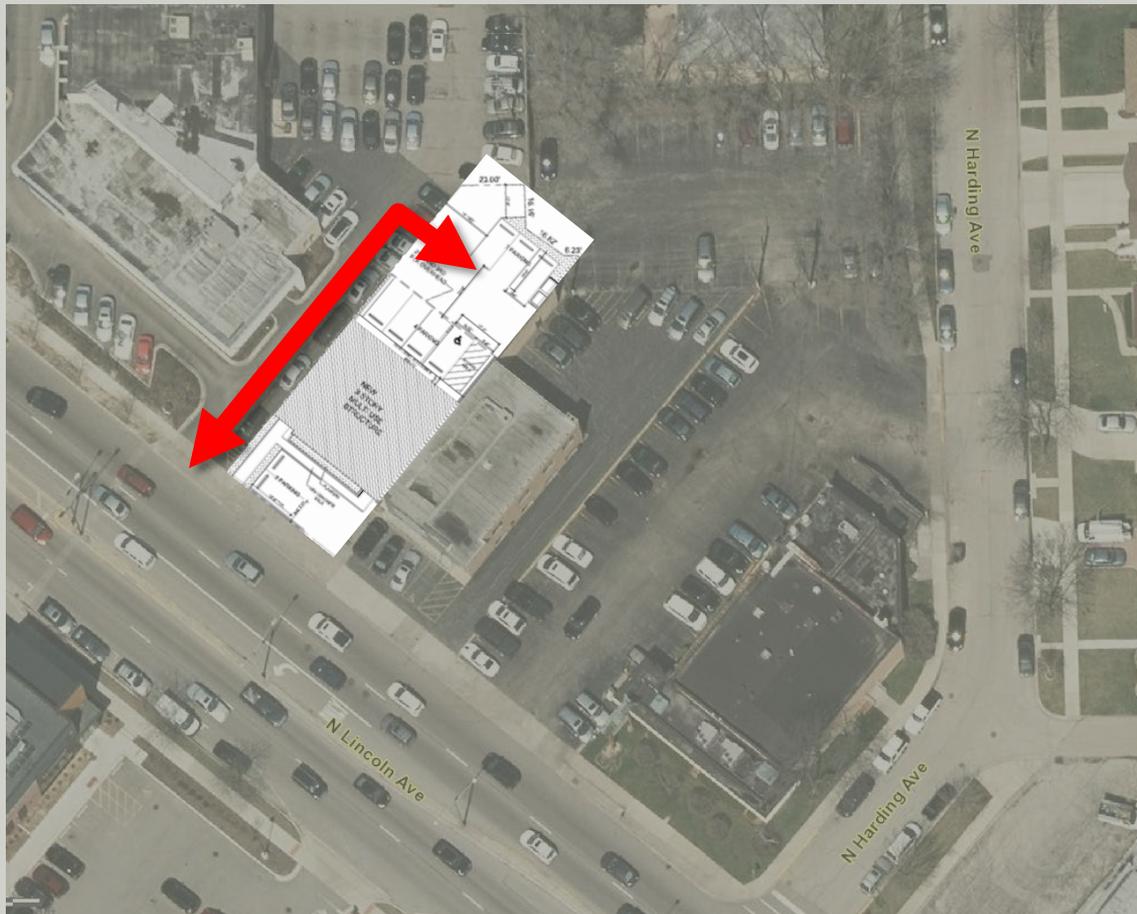
Rear Parking Area

- Includes 7 spaces
- Requires access from adjacent property

Access from Neighboring Properties

Had discussions with owners of 6747 N Lincoln

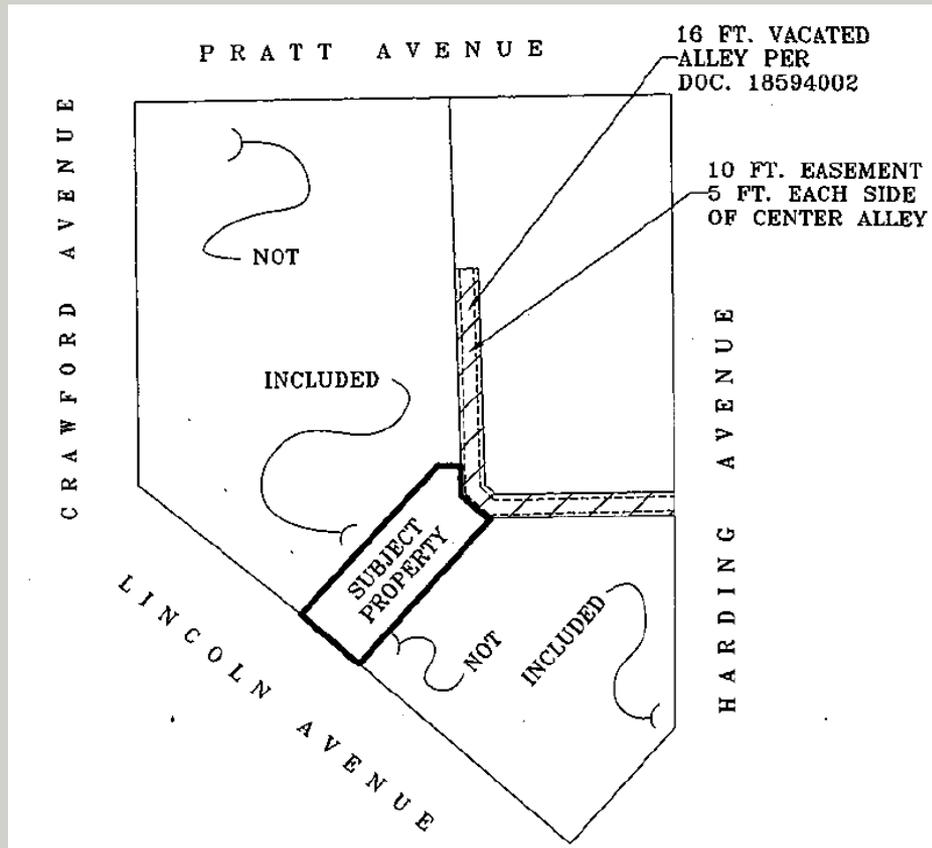
- *Potentially willing to provide access*
- *Unwilling to formalize an agreement*



Vacated Alley Easement

Public Easement

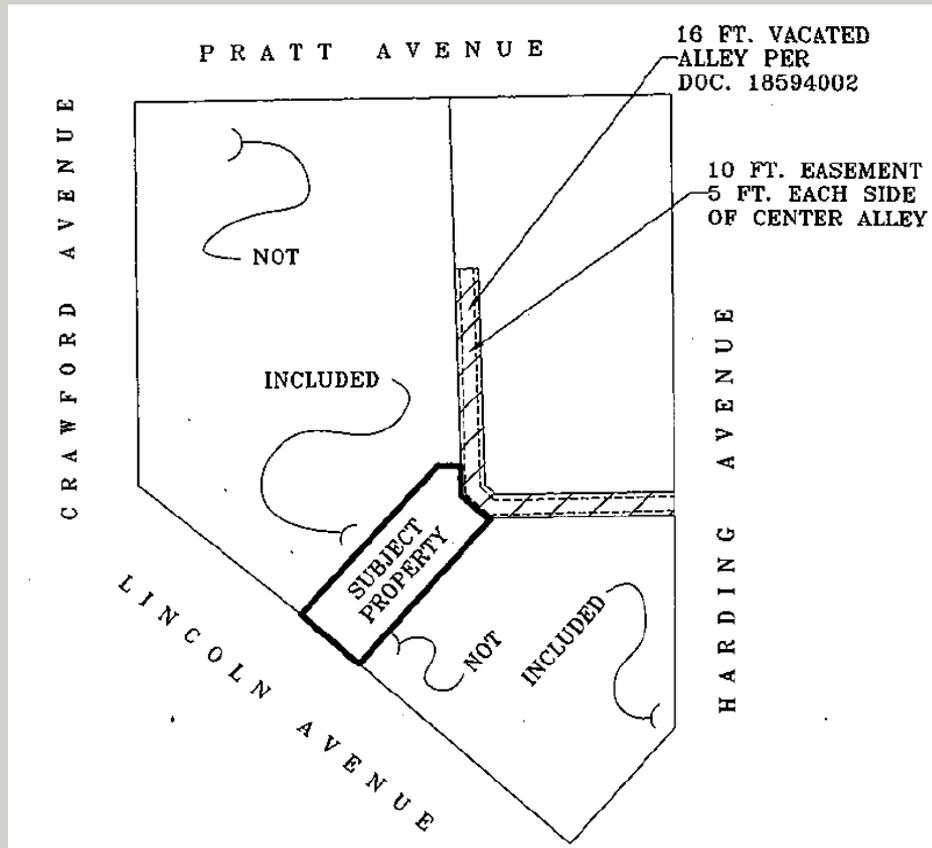
- **Established as part of alley vacation in 1962**
- **10' width dedicated to utility maintenance (by utility companies or the Village)**



Vacated Alley Easement

Public Easement

- *Does not provide for physical access to the subject property*
- *The Village cannot force cooperation from neighboring properties*





Potential Actions

Village

- Consider regulatory relief for seven rear parking spaces lacking permanent access (total variation relief of 13 parking spaces)
- Consider special permission to count on-street spaces on Harding Avenue toward parking requirement

Petitioner

- Modify initial design concept to allow viable access from Lincoln Avenue
- Continue to pursue permanent access agreement with adjacent property owners
- Pursue additional property acquisition to create more viable project site



Plan Commission Discussion

- Public Hearing opened on June 7, continued to July 5, then continued to August 2
 - Plan Commission generally agreed that this would be a positive project for the Village
 - Found there were adequate grounds for the granting of most of the Variations
 - Discussion focused primarily on off-street parking
 - **Approval of the Variation Request by a 5-1 vote**

Plan Commission Discussion

- ZBA Hearing was held on August 16, 2017
 - Concerns that a true hardship had not been demonstrated
 - Discussion related to lack of on-street parking on the block
 - Approval of the Variation Request by a 3-1 vote

Requested Relief

- **Special Use** to allow residential units above first floor commercial
- **Variation** to permit the new mixed-use building to be set back greater than required five-foot build-to line
- **Variation** to permit a drive aisle functioning as a two-way drive aisle to be less than the minimum width
- **Variation** to permit less than the minimum required number of off-street parking spaces
- **Variation** to permit the location of off-street parking to the front of the proposed building
- **Variation** to permit less than the required eight-foot perimeter landscape for the parking area; and

Requested Action

- Consideration of *Approval of a Recommendation by the Plan Commission* to permit a Special Use and Five Variations at 6733-35 North Lincoln Avenue
- Direction to Village Attorney to prepare an ordinance for September 19 Village Board Meeting