



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:00 P.M. JANUARY 16, 2018**

AGENDA

I) Call to Order

II) Roll Call

III) Minutes –

- 1) Committee of the Whole Meeting – December 5, 2017
- 2) Committee of the Whole Meeting – December 19, 2017
- 3) Committee of the Whole Meeting – January 2, 2018

IV) Regular Business

- 1) Discussion Concerning a Proposed Building Code Text Amendment (7:00 – 7:30 p.m.)

V) Public Comment

VI) Adjournment

DATE POSTED: January 12, 2018

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

[Draft](#)

Call to Order

President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:15 P.M., Tuesday, December 5, 2017, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

On roll call by Deputy Village Clerk Ashley Engelmann the following were:

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

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager, Ashley Engelmann, Assistant Village Manager; Mark Burkland, 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.

Adjournment to Closed Session

President Bass requested a motion to adjourn to Closed Session. Trustee Hlepas Nickell moved to adjourn to Closed Session for the purpose of a discussion regarding Employment Matters per Section 2(c)(1). The motion was seconded by Trustee Cope.

Upon Roll Call the results were:

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

NAYS: None

The motion passed

Reconvention

President Bass reconvened the Village Board Meeting at 6:30 P.M.

Approval of Minutes

Minutes of the November 7, 2017 Committee of the Whole meeting were distributed in advance of the meeting and were examined.

Trustee Hlepas Nickell moved to approve the minutes as presented. Trustee Cope seconded the motion.

The motion passed with a Voice Vote.

Regular Business

1. Discussion Concerning the Beautification Taskforce

The item was presented by Mr. Wiberg using PowerPoint.

A representative of the Task Force, Mira Mazur, was in attendance and addressed the Board. Mr. Wiberg presented a history of the Beautification Commission through it's becoming a Task Force until the present.

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

*The 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 the 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 did not have codified standards for review. Such as the Plan Commission of 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 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 and unanimously approved 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

A current Board member has requested that this Task Force change status back a Commission. Mr. Wiberg stated that having seven people opining on what is beautiful is very difficult.

Mrs. Mazur and Trustee Hlepas Nickell addressed the Board in favor of the change.

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 plans the Arbor Day Planting

Key Issues

*What purpose will be served by converting the Task Force back to a Commission?

*What role does the Board want them to have?

*If they become a Commission again, what is their scope?

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

Mayor Bass polled the Board.

Trustee Cope noted that a specific outline of tasks should be identified. He stated that there are architectural review boards but that is not what the Beautification Commission has historically been tasked with. He would support a Commission with a defined scope.

Trustee Patel stated that it does not make a difference to him if it's a Commission or Task Force but he would not be in favor of a design review board. Their purpose should not be for private development.

Trustee Ikezoe-Halevi thinks they should have more scope and they should have input into what their responsibilities should be.

Trustee Sugarman stated that it doesn't seem like a big difference between the two and he would defer to staff.

Trustee Spino echoed Trustee Sugarman's comments that she would support either.

Trustee Hlepas Nickell requested that the matter be reviewed and is in support of it being converted to a Commission.

Consensus was to revert back to a Commission but to define the scope further. Trustee Hlepas Nickell who is the Trustee liaison, and staff will work with the existing Task Force at the next meeting to develop a proposed scope for the Village Board to review. A meeting will be scheduled in January.

2. Discussion Concerning Proposed Zoning Code Text Amendments

The item was presented by Mr. McNellis, using PowerPoint.

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

19 Existing Regulations were exhibited

*Electronic message boards and animated signs specifically prohibited

*Prohibition enacted prior to widespread use of HD video message boards

Issues

*Consider permissibility that would minimize proliferation

^Minimum property size for eligibility

*Appropriate restriction 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

Photos of electronic message boards for public and private uses were displayed

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 messages?
- *Should there be a limitation on static “permanent” items of information?

President Bass stated that he would like to see some of these options left open for future development.

Trustee Patel provided some history of sign codes.

Due to time constraints, this item will be sent to the Plan Commission and the other items will be brought to a future Committee of the Whole.

Approval of Minutes

President Bass requested approval of the November 21, 2017 Committee of the Whole Minutes.

Trustee Sugarman moved to approve, Trustee Ikezoe-Halevi seconded.

The motion passed with a Voice Vote.

Adjournment

At 7:30 PM Trustee Sugarman moved to adjourn Committee of the Whole, seconded by Trustee Ikezoe-Halevi.

The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

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

[Draft](#)

Call to Order

President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:15P.M., Tuesday, December 19, 2017, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

On roll call by Deputy Village Clerk Ashley Engelmann the following were:

PRESENT: President Bass, Trustees Ikezoe-Halevi, Hlepas Nickell, Patel, Spino,(Cope 6:25, Sugarman 6:40)

ABSENT: None

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

Regular Business

1. Discussion Concerning the Potential Vacation of the Alley Behind 6424 Drake Avenue

The item was presented by Mr. McNellis using PowerPoint.

Residents (neighbors) of the area are in the audience.

The petitioner has requested an opportunity to address the Board regarding the vacation.

Attorney Steven Bauer, representing the petitioner joined in the discussion. He questioned the village's appraisal.

Attorney Elrod noted that in 1955 an Ordinance was adopted to vacate this alley. This Ordinance was never registered with Cook County. If nothing is done that Ordinance will remain on the books.

Attorney Elrod stated that to repeal the Ordinance would require "Aye" votes from five trustees, the mayor may not vote.

Trustee Ikezoe-Halevi noted that we should repeal the existing Ordinance first.

Trustee Spino agrees that the original vacation should be repealed and then going forward with the vacation. She is interested to hear what the residents have to say.

Trustee Patel does not have issue with the alley vacation. He attended the Traffic Commission where alley access concerns were raised.

Trustee Hlepas Nickell is in favor of the repeal. She would like to hear more information regarding what the Traffic Commission discussed as well as what the public has to say. She asked if the Village maintains the alley with snow removal. She disagrees with the petitioners comments regarding the appraisal. She thinks the comparable properties are good.

Manager Wiberg confirmed that snow removal is performed by Public Works.

Trustee Cope asked Attorney Elrod if a conclusion has been made regarding the original vacation.

Attorney Elrod stated that there is an Ordinance that was adopted but it is not clear if it is effective. It was never recorded; the right-of-way has been used publicly and taxes have not been paid on the area. His opinion is that the Village has the right to appeal it.

Trustee Cope would like to hear more from the public on how the alley is used.

The following residents (neighbors) addressed the Board, expressing concerns with the plans for the property:

Gregory Frey, Steven Frey, Atour Gyourgis, Nina Gyourgis, Barry Wicker

In summary, the residents expressed concerns regarding access to the alley, maintaining two access points and traffic impacts.

Extensive discussion ensued.

Trustee Hlepas Nickell asked if the petitioner will be required to pay the costs for consultants such as the need for a traffic study.

It was confirmed that the petitioner will be required to pay those costs.

Board consensus was to obtain more information.

2. Discussion Concerning Proposed Zoning Code Text Amendments

Due to time constraints this item will be discussed at a future meeting.

3. Discussion Concerning a Potential Village Board Workshop to Develop General Protocols

The item was presented by Mr. Wiberg.

A Board Member has requested scheduling a work shop.

These have been held in the past. Holland and Knight has presented. Mr. Elrod stated that this would be possible again.

Mr. Wiberg is able to find facilitators.

Consensus was Yes.

4. Discussion Concerning the Potential Scheduling of a Boards/Commission Member Dinner

The item was presented by Mr. Wiberg.

These dinners have been scheduled in the past. They were very well received.

Some discussion ensued regarding the activities involved in these dinners.

The cost in the past had been \$6,000 and when the recession came in it was decided to eliminate them. Trustee Hlepas Nickell suggested that sponsors could be found.

Consensus was to investigate and perhaps less money could be spent.

5. Discussion of Potential Budget Workshop Dates

The item was presented by Mr. Wiberg.

Mr. Wiberg offered the option of February 13 or 15.

The majority of the Board expressed the opinion that February 13 would be the best. At this time that date is tentatively scheduled.

Adjournment

At 7:25 PM Trustee Hlepas Nickell moved to adjourn Committee of the Whole, seconded by Trustee Cope. The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
JANUARY 2, 2018**

[Draft](#)

Call to Order

President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:33 P.M., Tuesday, January 2, 2018, 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 Cope, Ikezoe-Halevi, Sugarman and Hlepas Nickell

ABSENT: Patel and Spino

A quorum was present. Also present Ashley Engelmann, Assistant Village Manager; Steve Elrod, Village Attorney; Heather McFarland, Management Analyst; Charles Meyer, Assistant to the Village Manager; Robert Merkel, Finance Director; Andrew Letson, Public Works Director; Bruce Rottner, Police Chief; Steve McNellis, Community Development Director; Doug Hammel, Development Manager.

Approval of Minutes

Minutes of the November 28, 2017 Committee of the Whole Stormwater Workshop, December 5, 2017 Committee of the Whole and December 19, 2017 Committee of the Whole meetings were distributed in advance of the meeting and were examined.

Trustee Hlepas Nickell moved to approve the November 28, 2017 minutes as presented and to table the December 5, 2017 and December 19, 2017 minutes so that additional information could be added. Trustee Sugarman seconded the motion.

The motion passed with a Voice Vote.

Regular Business

1. Discussion Concerning Proposed Zoning Code Text Amendments

The item was presented by Mr. McNellis using PowerPoint. Mr. McNellis presented the following proposed zoning text amendments for consideration to refer to the Plan Commission for a public hearing:

- Temporary Signs- Special Event/Grand Opening
- Temporary Sign Panels

- Sign Location
- Portable Sign Design

Mr. McNellis began by discussing temporary signs- special event/grand opening. The current Zoning Code states that special event and grand opening signs are temporary signs and are limited to two non-consecutive 15-day events. There are no limitations on sign type, size, number of signs or the location they may be placed.

Mr. McNellis noted that the current Zoning Code for temporary signs is overly-stringent and may discourage a business from seeking a permit. The timeframes that are permitted may not be long enough for a business's needs. Staff feels that a better definition of what is a permissible temporary sign needs to be developed. Staff is recommending that consideration be given to reduce the minimum number of days per event to provide greater flexibility for recurring events.

Staff is recommending the following:

- Increase the permissible number of days to 60 days per calendar year
- Reduce the minimum number of days to 5 days per event which would allow up to 12 events per year
- Place limitations on the size, number of signs and types of temporary signs allowed

Trustee Hlepas Nickell asked if the Economic Development Commission should review this matter.

Mr. McNellis clarified that the Economic Development Commission has reviewed all of the items that are being presented and they are supportive of the recommendations.

Trustee Cope noted that by reducing the minimum days a business could end up installing a temporary sign once per month.

Mr. McNellis noted that the Lincolnwood Town Center is a good example of a business where this would allow for greater flexibility.

Trustee Hlepas Nickell expressed concern that a multi-tenant building could have sign clutter as a result of modifying the Zoning Code and that multi-tenant buildings should be considered when reviewing the Zoning Code.

Trustee Ikezoe-Halevi asked if businesses are provided information regarding sign requirements when they apply for and receive a building permit.

Mr. McNellis noted that they are not currently but it is something that is being worked on.

Trustee Hlepas Nickell also noted that the size of the property should be taken into consideration.

At this time Mayor Bass polled the Board regarding a referral to the Plan Commission. Consensus was to refer the matter to the Plan Commission.

Mr. McNellis began discussing temporary sign panels. The current Zoning Code does not allow free-standing signs to be covered with material of a temporary nature. Free-standing signs cannot display information other than that of the existing tenant/owner.

Mr. McNellis stated that covering or bagging a sign may be appropriate for new tenant identification or properties for sale/lease. There are various benefits of permitting bagging of signs. Bagging of signs would allow tenants to get identification up immediately, remove the stigma of a blank/empty sign cabinet, and reduce sign proliferation with an existing sign serving as the only real estate sign on a property. It would also allow for greater real estate sign visibility which could result in quicker real estate transactions.

Mr. McNellis noted that staff recommends that if bagging of signs is allowed they must provide a tight-fit wrapping that completely covers and conforms to the underlying shape; the new tenant identification should be limited to a specific timeframe (i.e. 90 or 120 days) and allowable materials should be identified.

The following considerations were presented to the Board: Should existing monument/pole signs be permitted to be wrapped for new tenant identification and lease/for sale signs, should there be specific materials that are identified and what is the maximum timeframe they should be allowed.

Trustee Cope noted that he is concerned that the temporary signs would be too close to the street causing line of sight problems for vehicles.

Mr. McNellis responded that the current Zoning Code does address line of sight requirements for permanent locations of signs.

Trustee Hlepas Nickell stated that we may want to look at limiting the amount of information allowed to be placed on a sign.

Trustee Cope stated that there is current legal precedent that limits the ability to control the message on a sign. Attorney Elrod echoed Trustee Cope's statement.

At this time Mayor Bass polled the Board regarding a referral to the Plan Commission for temporary sign panels. Consensus was to refer the matter to the Plan Commission.

Mr. McNellis presented recommendations for sign location. Currently both permanent and temporary signs are required to maintain a setback of 10' from the exterior property line. Variations for permanent signs are commonly requested. Conditions within the Village often lead to inadequate setbacks to accommodate temporary signs.

It was noted that typical small commercial lots provide challenges for sign setbacks. Examples were provided of recent variations that were requested and approved which were the Stefani's Restaurant and the AT&T store at Touhy and Lawndale.

Mr. McNellis stated that staff is recommending reducing the setback for permanent and temporary signs to 1ft. from the property line. This would ensure that the base and foundation remain within private property.

Trustee Cope reiterated his earlier comment that we need to ensure that signs are not placed within the line of sight triangle.

At this time Mayor Bass polled the Board regarding a referral to the Plan Commission for sign location. Consensus was to refer the matter to the Plan Commission.

Mr. McNellis presented options for portable sign design. The current Zoning Code requires that portable signs (i.e. A-frames or sandwich boards) must be professionally printed and not hand-written. The current language within the Zoning Code means that businesses incur a cost to produce these signs. It does not allow for spontaneous advertising decisions such as restaurant specials. It also creates lag time that can affect timely announcements. Staff recommends removing restrictions on portable signs being professionally printed.

Trustee Hlepas Nickell noted that she is concerned about what the content of the message may be if this were allowed but she is interested to hear how the Plan Commission reviews it.

Trustee Sugarman stated that we are a small Village and we should give businesses every opportunity to advertise.

At this time Mayor Bass polled the Board regarding a referral to the Plan Commission for portable sign design. Consensus was to refer the matter to the Plan Commission.

Due to time constraints Regular Business Item #2 will be discussed at the next Committee of the Whole Meeting.

Adjournment

At 7:25 PM Trustee Cope moved to adjourn Committee of the Whole, seconded by Trustee Sugarman.

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: January 12, 2018

SUBJECT: **January 16 Committee of the Whole Meeting**

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **7:00 p.m.** on Tuesday evening. Please note that due to the late meeting start, there will be no dinner provided. Please find below a summary of the items for discussion:

1) **Discussion Concerning a Proposed Building Code Text Amendment (7:00 – 7:30 p.m.)**

Currently, the Village Code does not have a provision which allows staff to revoke the License of a problem contractor. The ability to revoke a License could be an important protection for our residents to ensure they do not inadvertently hire a contractor that could pose problems for their project. [Attached](#) is a memorandum from the Community Development Director summarizing this issue.

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



MEMORANDUM

TO: Timothy Wiberg, Village Manager

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

DATE: January 16, 2018

SUBJECT: Proposed Building Code Text Amendment: Contractor License Revocation

This issue was originally opened for discussion at the November 7, 2017 Village Board Committee of the Whole meeting. At that meeting, the Village Board discussed this proposal and requested that staff conduct additional research before returning to a Committee of the Whole meeting for further discussion.

This memorandum presents information related to a proposed Building Code amendment that would allow the Village to revoke the Village License of contractors doing work on behalf of property owners. The intent of this proposed amendment is to enhance the Community Development Department's ability to monitor the performance of building contractors in the Village. The following pages include the relevant content of the original memorandum from November 7, 2017, as well as a summary of subsequent research conducted by staff related to comments or questions received from the Village Board during that discussion.

Contractor License Revocation Provisions

Over the past several months, staff has received complaints from residents regarding the quality of services they have received from certain building contractors. In some instances, residents have asked what actions the Village may be able to take to hold a contractor accountable for substandard work that has been undertaken and/or work that has been completed without required inspections. In many of those cases, the resident is the Petitioner, and they have paid a

contractor up front. As a result, the resident is responsible as the Permittee, and they have no recourse with the contractor without money held back from the contractor. In those instances, without any specific regulations in the Village Code that speak to revocation of a license, staff has had to counsel that such matters must be resolved between the property owner and the contractor. Staff assists residents by providing any documentation available to demonstrate where Village procedures or standards had not been met. (Such documentation is typically in the form of Building Permits and inspection reports related to specific improvements in question.)

Section 14-15-1 of the Building Regulations (see Attachment #1) requires all contractors conducting work in Lincolnwood to be licensed by the Village. This license is intended to ensure that property owners will be receiving services from fully licensed, insured, and bonded professionals. Several residents, however, have requested that the Village consider a more proactive approach to monitoring contractors. Currently, the Village Code lacks specific provisions that would allow staff to hold contractors accountable when they do not follow municipal procedures or meet standards. Therefore, staff recommends an amendment to Section 14-15-1 of the Building Regulations to establish specific provisions for the revocation of a Contractor License. It should be noted that such revocation would apply to the Village License required to do work in Lincolnwood, rather than the professional license issued to a contractor by his or her related trade organization or another governing body.

Relevant policy questions to be explored through the amendment process include the following. Any Village Board comments from the November 7, 2017 discussion or information from staff research conducted since then have been added for context:

- *Does the Village support a more proactive approach to contractor monitoring?*
Generally, the Village Board supported staff's objective of establishing greater accountability for contractors and enhancing protections for residents engaged in Building Permits. There was no specific opposition to exploring the idea of contractor license revocation further.
- *What actions would trigger the possible revocation of a Village Contractor License?*
Staff research indicates that in Evanston, Morton Grove, Wilmette, and Niles, the revocation process can be triggered by violations to the community's Building Code, non-compliance of laws and/or ordinances, refusing to allow required inspections, and any matter that jeopardizes public health, safety, or welfare.

Glenview specifies that if any three violations occur in a calendar year, the contractor license shall be revoked. Specific violations include failure to correct defective work, failure to pay debts to the Village, being in possession of an outstanding violation, and failure to complete a job.

Staff recommends that any provisions related to contractor license revocation be focused on procedural infractions, such as completing work without passing interim inspections, doing work without a permit, or doing work without being licensed by the Village. Staff

stated that including provisions related to the subjective quality of work by a contractor could be difficult to administer.

- *What would be an appropriate period for reinstatement?*

Most of the communities researched do not specify a specific time period of reinstatement. Only Evanston provided specifics in this regard, stating that the license shall be revoked for up to 90 days. In Niles' one instance of revocation, the contractor did not seek to be reinstated.

- *What impacts might this have on property owners in the Village?*

Staff stated that the intended benefit for property owners is additional incentive for contractors to abide by the regulations of the Village. Related to this intended benefit, one Trustee asked how a registry of contractors with revoked licenses may be made available to the public. That question is discussed in the next section of this memorandum.

- *Who should have the power to revoke contractor licenses?*

In both Wilmette and Evanston, the power to revoke or suspend a contractor license lies with the Village Manager. The process is initiated by providing notice of a Public Hearing on the suspension or revocation to the licensee. In Wilmette, the licensee may appeal the action to the Village President and Board of Trustees.

In Morton Grove, the revocation process is initiated through staff and the Adjudication Officer makes the final decision as part of an administrative hearing. Staff's action is subject to following up on complaints from residents.

- *What is the best way to make information available to the public regarding contractors with revoked licenses?*

None of the researched communities provide a public list of contractors whose licenses have been revoked. Morton Grove has the capability to mark contractors with revoked licenses with a "red flag" on their internal staff software, indicating that the contractor is prohibited from applying for a new license or permits.

RECOMMENDATION

Staff recommends the Village Board further consider the specific provisions for Contractor License Revocation, and direct staff to draft regulatory language based on Village Board feedback.

Documents Attached

1. Current Building Regulations Related to Contractor License Requirements
2. Committee of the Whole PowerPoint Presentation

Attachment #1 – Building Regulations related to Contractor License Requirements

Chapter 1- Building Regulations, Article 15: Contractors

14-15-1 License required.

No person shall engage in the business of contractor without first having obtained a license from the Village. This article however shall not apply to plumbers or other contractors who are licensed and regulated pursuant to the preemption powers of the State of Illinois.

14-15-2 License application.

An applicant for a contractor's license shall file an application therefor with the Village Finance Director, on a form provided by the Village, which application shall include, without limitation, the number of individual employees of the applicant which will be operating under such license, the type and scope of contracting activity for which a license is requested, and a statement that the applicant agrees to comply with all provisions of this Code relating to or regulating the activities engaged in by the applicant.

14-15-3 Term of license.

Licenses issued to contractors shall be valid for a period of one year, beginning from the date of issuance.

14-15-4 Duties of licensee.

It shall be the absolute and irrevocable responsibility of all contractors licensed hereunder to secure the appropriate and necessary permits required by this Code before undertaking to construct, alter, maintain, repair, add to, subtract from, improve, move, wreck or demolish, in whole or in part, any building, structure, land parcel, sidewalk, driveway or street pavement. It shall also be the duty of all contractors licensed hereunder to comply with all the provisions of this Code relating to or regulating their activities as contractors, and, in addition thereto, to remove or cause to be removed at least once each week from the site of said contractor's activities, all trash, refuse and waste materials. Contractors shall, at all times, keep the site of activities in an orderly condition, free from standing water, unguarded, dangerous implements, and health and safety hazards. Contractors shall not obstruct traffic, streets, or sidewalks nor allow dirt or waste materials from falling or being carried onto public ways.

14-15-5 Inspection.

The provisions of this Article 15 are declared to be of a regulatory nature, and it shall at all times be the duty of all municipal officials charged with enforcement of this Code, to regularly inspect the site of the contractor's activities and to investigate whether persons engaged as contractors are properly licensed and that their activities are being conducted and operated in accordance with applicable provisions of this Code.

14-15-6 Bond required.

All contractors shall give security to the Village in the form and manner required by Chapter 6, Article 2, of this Code, by which security the contractor shall save and keep harmless the Village from any and all damage that may result to pavements, sidewalks, or other public property resulting from the use of streets in connection with such business, and, further, to save and keep harmless the Village from damages to persons or property arising from suits or claims resulting from obstructions or materials deposited or dropped upon the streets or other public places in the Village by such contractor.

14-15-7 Insurance required.

All contractors or an applicant or property owner acting as a general contractor who have applied for a building or construction permit for a property must submit evidence of current liability insurance to the Community Development Department showing that the contractor, applicant, or the property owner for which the permit is sought has insurance coverage in an amount of not less than the amount set forth in the Annual Fee Resolution for all damage to property adjoining the subject property resulting from the proposed work on the subject property.

***Proposed Building Code
Text Amendment:***

**Contractor License Revocation
Provisions**

Recent Complaints or Observations

- Contractors doing work without a Building Permit
- Contractors doing work without a Village License
- Contractors completing work without having passed interim inspections
- Contractors completing non-compliant work not shown in the Building Permit approved plans
- Unusually quick deterioration of work shortly after approval of final inspection and closing of the Building Permit

Considerations

- Does the Village support a more proactive approach (i.e. Contractor License revocation) to contractor monitoring?

If so:

- What actions would trigger the possible revocation of a Village Contractor License?
- What would be an appropriate period for reinstatement?
- What impacts might this have on property owners in the Village?

Village Board Questions (November 7)

- Who should have the power to revoke contractor licenses?
- Should the contractor receive a hearing prior to a decision by the Village, and in front of what body?
- Should the Village publically post a list of contractors whose licenses have been revoked?

Requested Action

- Provide feedback regarding the Village Board's desire to undertake more proactive Contractor License monitoring and any considerations related to such an approach, and direct staff to draft regulatory language based on that feedback



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., JANUARY 16, 2018**

AMENDED AGENDA

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Special Meeting Village Board Minutes – December 9, 2017
2. Village Board Minutes – January 2, 2018

V. Warrant Approval

VI. Village President's Report

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 Amending the Village's Anti-Harassment Policy (Appears on Consent Agenda Because it is a Routine Function of Government)
2. Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance to Amend Chapter 7, Article 2, Section 5 of the Village Code Pertaining to Two-Way Stop Control at the Intersections of Lowell and Jarvis Avenues and Kedvale and Jarvis Avenues (Appears on Consent Agenda Because it was Approved by a Recommending Body)
3. Approval of a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation for Grant Funding for the Engineering of Improvements to the Intersection of Touhy and Cicero Avenues (Appears on Consent Agenda Because it is a Routine Function of Government)
4. Approval of a Resolution for the Touhy Avenue Overpass Pertaining to the Following: A) Approving a Utility Relocation Agreement with Commonwealth Edison; and B) Approving a Prior Approval Authorization of Contract Change with the Illinois Department of Transportation (Appears on Consent Agenda Because it is a Routine Function of Government)
5. *Approval of a Recommendation by the Plan Commission to Adopt an Ordinance in Case #PC-08-17 Approving a Final Plat of Subdivision and Subdivision Variation for 6530 North Lincoln Avenue, as well as Special Uses Related to Parking Located in the Front Yard and Variations Related to Building Setbacks and Parking Lot Design on Both Parcels Resulting from the Requested Subdivision*

VIII. Regular Business

None

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 Employment Matters Per Section 2(c)(1)

XV. Adjournment

DATE POSTED: January 12, 2018

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
SPECIAL MEETING
VILLAGE HALL COUNCIL CHAMBERS
DECEMBER 9, 2017**

Draft

Call to Order

President Bass called the special meeting of the Lincolnwood Board of Trustees to order at 6:15 P.M., Saturday, December 9, 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 Patel, Cope, Ikezoe-Halevi, Hlepas Nickell, Spino, Sugarman

ABSENT: None

A quorum was present. Also present: Timothy Wiberg, Village Manager; Heather McFarland, Management Analyst; Steven Elrod, Village Attorney.

Regular Business

1. Authorization for the Village President to Approve a Waiver of a Provision of the Village Manager's Employment Agreement or to Exercise the Notice Set Forth in Section 5 (A) of the Village Manager's Employment Agreement

President Bass asked Mr. Elrod to explain the relevant provision of Mr. Wiberg's Employment Agreement that created the need for this meeting. Mr. Elrod explained that the Amended Employment Agreement is dated June 6, 2017. It is an amendment to the agreement that had been in place with Mr. Wiberg for many years. The termination date of the Agreement is June 7, 2018. There is a provision in Section 5.A of the Agreement (which provision, Mr. Elrod clarified, had been in all of the earlier versions of Mr. Wiberg's employment agreement with the Village) that states that, unless the Village Board notifies Mr. Wiberg 180 days prior to the 06/07/18 termination date, then the Agreement will automatically renew for an additional 24 months. Mr. Elrod informed the Board that, based on his calculation, the last day to provide that notice is today, December 9, 2017.

President Bass stated that he had read the Agreement on Thursday December 7 and became aware of the upcoming notice date. That is why he asked the Board to hold this special meeting.

Mr. Elrod made clear that if the Village Board chooses to exercise this 180 day notice, that would not preclude the Village from entering into a new agreement with Mr. Wiberg. He said that the exercise of the notice is only to prevent the existing two year agreement from automatically renewing for an additional two years.

Mr. Wiberg stated that he had submitted a letter to President Bass indicating that he was willing to extend (shorten) the 180 day notice period to a date in January to allow the Board to act in a less rushed circumstance. President Bass responded that he preferred to act tonight. He will then set up a schedule for providing an evaluation and considering a new employment agreement.

Trustee Cope moved that, in accordance with Section 5.A of the Employment Agreement, Mr. Wiberg is hereby notified that the Village Board will allow the existing Employment Agreement to terminate on the June 7, 2018 termination date, and that it does not desire for the Employment Agreement to automatically renew.

Trustee Sugarman seconded.

Trustee Cope made clear that his motion does not mean that the Village does not intend to discuss a new employment agreement with Mr. Wiberg.

Upon Roll Call the results were:

AYES: Trustees Sugarman, Hlepas Nickell, Cope,

NAYS: Trustees Spino, Ikezoe-Halevi, Patel

Due to the tie vote, Village Attorney Elrod stated that the Village President is entitled to vote. President Bass voted Aye.

President Bass announced that the motion, as stated by Trustee Cope, has passed.

President Bass stated that he will talk with the Village's HR Director to make sure that the Village Board is always aware of any deadlines or notice provisions in employee contracts so that there is not a need for a special meeting like this in the future.

Public Forum

The following residents addressed the Board:

Susan Ginsburg, Judy Abelson, Arthur Lovering, Ray Grossman, Caren Ex

There were questions regarding this process, a call for transparency and a request for respect for the public.

Adjournment

At 7 P.M. Trustee Spino moved to adjourn the meeting, seconded by Trustee Sugarman. The motion passed with a Voice Vote.

Respectfully Submitted

Beryl Herman
Village Clerk

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
JANUARY 2, 2018**

DRAFT

Call to Order

President Bass called the regular meeting of the Lincolnwood Board of Trustees to order at 7:30 p.m., Tuesday, January 2, 2018, 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

Prior to beginning roll call Attorney Elrod provided an overview of the Village's policy regarding electronic attendance at meetings. Two Trustees submitted requests to attend the meeting via phone. Trustees Patel and Spino acknowledged their presence via phone. No objections were raised regarding their electronic attendance.

On roll call by Deputy Village Clerk Ashley Engelmann the following were:

PRESENT: President Bass, Trustees Sugarman, Hlepas Nickell, Ikezoe-Halevi, Cope, Patel (via phone), Spino (via phone)

ABSENT: None

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

Approval of Minutes

The minutes from the December 19, 2017 Village Board meetings were distributed and examined in advance.

Trustee Hlepas Nickell moved to approve the minutes, seconded by Trustee Sugarman.

The minutes were approved by a voice vote.

Warrant Approval

President Bass presented the warrants for approval in the amount of \$479,393.31. Trustee Sugarman moved to approve, seconded by Trustee Ikezoe-Halevi.

Upon a Roll Call the results were:

AYES: Trustees Sugarman, Hlepas Nickell, Ikezoe-Halevi, Cope, Patel (via phone), Spino (via phone)

NAYS: None

The motion passed.

Village President's Report

1. Village Anti-Harassment Policy (Consent #2 on Agenda)

The Village has a zero-tolerance policy for harassment in the workplace and the Resolution that is being considered is a reiteration of the Village's stance of creating a work environment that is safe for employees that has been in effect for several years.

Additionally, the State of Illinois recently passed Public Act 100-0554 which requires all governmental units to adopt an Ordinance by January 15, 2018 with a policy prohibiting harassment in the workplace.

The Resolution on the consent agenda will achieve the Village's desire to continue to foster an environment in which harassment is prohibited and meet the guidelines of the State of Illinois.

2. Coming Together 2018 Presents Celebrating Muslim-American Cultures

This program is being offered by Niles West High school. A kickoff to the program will occur on January 11th with a press conference at 3:30 p.m. at the Skokie Public Library to introduce the program to the media. Programs will be offered that are educational and entertaining.

3. Frozen Water Meters

If a property owner notices their water is no longer running during freezing temperatures the water meter may be frozen. Contact Public Works during normal business hours or the non-emergency Police number outside of normal business hours to schedule an inspection.

4. Holiday Tree Pick-up

Groot will be picking up holiday greens until Monday, January 8th. All lights must be removed, lights that need to be recycled may be brought to the Public Works Department through the end of January.

Consent Agenda

1. Approval of a Resolution Regarding the Release of Certain Written Minutes and the Destruction of Verbatim Records of Certain Closed Meetings of the Village Board

2. Approval of a Resolution Amending the Village's Anti-Harassment Policy

Trustee Cope requested that Consent Item #2 be removed and placed as Item #6 under Regular Business.

3. Approval of a Resolution Concerning Construction on State Highways in Accordance with State Specifications for a Period of Two Calendar Years

Trustee Hlepas Nickell moved to approve the Consent Agenda as amended. The motion was seconded by Trustee Cope.

Upon a Roll Call the results were:

AYES: Trustees Sugarman, Hlepas Nickell, Ikezoe-Halevi, Cope, Patel (via phone), Spino (via phone)

NAYS: None

The motion passed.

Regular Business

4. Consideration of an Ordinance Repealing Ordinance No. 1033 (Adopted May 19, 1955), and Consideration of a Recommendation by the Traffic Commission to Adopt an Ordinance Vacating a Portion of the Alley on the Block Bound by North Lincoln Avenue, North Central Park Avenue, West Arthur Avenue, and North Drake Avenue

This item was presented by Mr. Hammel using PowerPoint.

Mr. Hammel began by noting that two distinct actions are being presented. The alley on the subject property is bound by Lincoln Avenue and a portion of Devon Avenue on the south, Drake Avenue on the east and Arthur Avenue to the north and Central Park Avenue to the west. The property historically had been platted similarly to other residential blocks with a north south alley behind residential properties and an east west alley that served the commercial properties. In 1955 the Village Board adopted an Ordinance that vacated the north south portion of the alley.

The Ordinance was never recorded, abutting properties never claimed ownership, the alley has continued to provide garage access to residences and the Village has continued to maintain and service the alley.

In 2003 MB Financial Bank was developed at the southern end of the block. The southern portion of Central Park Avenue was vacated as part of the development for parking circulation and it created an east west alley as the result of Central Park Avenue being closed off. This also created an outlet to Central Park Avenue for residents on the block.

The first recommended action is to repeal the 1955 Ordinance that vacated the north south alley segment from Arthur Avenue to the southern end of the property at 6424 North Drake Avenue.

At this time Attorney Elrod noted that the first action that Mr. Hammel spoke of may not be absolutely necessary based on the facts that have been uncovered concerning the failure to fully comply with the vacation. It does create an unsettled situation. If the Village believes that the property is not duly vacated then his recommendation would be to repeal the 1955 Ordinance. The second action that Mr. Hammel will describe has a unique voting requirement under Illinois law. The first action requires a simple majority vote.

Mr. Hammel continued. If the Village Board approves the first recommended action it will ensure garage access for residents along the north end of the block. The residents are currently served by the functioning alley. The first recommended action is to adopt an Ordinance repealing Ordinance #1033 vacating the north south alley on the block bound by Lincoln Avenue, Drake Avenue, Arthur Avenue and Central Park Avenue.

Mr. Hammel presented the second matter for consideration. The request has to do with a vacation request of the southern portion of the north south alley from the southern edge of the east west alley south to where it currently dead ends and abuts the bank property. The ultimate goal of the request is to integrate the vacated property into a larger development of the 6424 North Drake Avenue parcel.

Mr. Hammel noted that this is a modified request from what the Village Board considered at the previous Committee of the Whole meeting on December 19. At that meeting, the petitioner was seeking vacation of the entire portion of the alley up to the northern end of 6424 North Drake Avenue. As a result of discussion at the last meeting and public comment received they have revised the request

so that the north south portion can extend down to the east west portion south of Central Park, preserving two means of access to the alley within the block.

The revised plat of vacation depicts the request. An easement is also included to maintain a 16 foot access easement for overhead utilities that currently exist in the right-of-way.

The proposed redevelopment concept has also been updated. The building footprint is on the north of the lot. Primary access would occur off of Drake Avenue with a curb cut in roughly the middle of the parcel. The portion of the alley requested for vacation would allow the petitioner to meet the parking requirement as required by the Zoning Code. The alley access would be maintained for two points of access on the block.

Considerations that the Village Board may want to discuss include the impacts of parking for 6424 North Drake Avenue and fair market compensation which is calculated at \$56,900. The petitioner would like to discuss the appraised value as part of consideration of the matter.

The second recommended action is adoption of an Ordinance vacating the southern 148.07' of the north south alley on the block bound by Lincoln Avenue, Drake Avenue, Arthur Avenue, and Central Park Avenue.

Mr. Hammel concluded his presentation by stating that he left a copy of an email received by a resident regarding this matter at the dais for each Board member. The residents who attended the previous discussion at the December 19 Committee of the Whole were notified that the matter would be discussed at this meeting, not as a statutory requirement but as a courtesy.

Mr. Hammel summarized the email from Mr. Steven Frey. Mr. Frey reiterated the importance of maintaining two access points from the alley which the revised concept does address. He notes that the property historically was used as a bowling alley and that there were certain behaviors that occurred as a result of the use that impacted surrounding properties. He also cited a 2013 Urban Land Institute report that discusses the location as a being an ideal site for senior housing or residential property. He also relayed concerns about the parking impacts on Drake Avenue.

Attorney Elrod discussed the voting requirement for the Ordinance. The Illinois statute requires $\frac{3}{4}$ of the Trustees to approve the matter. The Mayor does not vote, five out of six Trustees must approve the matter.

At this time Mayor Bass called the petitioner's attorney Steven Bauer to speak.

Mr. Bauer also introduced Mordy Lebovics and David Schoning from the ML Group. Mr. Lebovics is a member of Bais Chaim Dovid East (BCDE). Since the December 19th meeting BCDE has evaluated possible modifications to the site plan, specifically addressing concerns raised by the public. They believe that the revised plan addresses the concerns raised at the December 19 meeting. The final matter requested to discuss is the valuation of the property.

Mr. Bauer noted that the appraisal references market value as the topic of consideration, the United States code and the definition of market value which identifies undue stimulus or unfair inflation, they believe that the valuation comingles the value for the property at 6424 North Drake Avenue and the alley property which results in a value of \$25 per square foot. He noted there are only a few parties that would be interested in the property. The owner, contract purchaser or MB Financial Bank who has stated they have no interest in the property. The value is to be made in the judgement of the corporate

authorities. There are statutes that state the acceptability of accepting lower valuations.

Mayor Bass asked what the petitioner feels is an appropriate valuation for the property.

Mr. Bauer stated approximately \$28,000 which is the median between nothing and the valuation of the site.

Trustee Hlepas Nickell reviewed the appraisal; the assessed value is based on comparable properties. The appraisal appears to be sound and she disagrees that it does not have value to the contract purchaser because it will become part of the land. Absent any other information she believes it is a fair price. She recommends supporting the purchase price.

Trustee Ikezoe-Halevi asked if the current valuation is a deal breaker for the petitioner.

Mr. Bauer noted that the way the Ordinance is drafted is that it does not become effective until a payment is made to the Village.

Trustee Cope noted that he does not have any basis for disagreeing with the appraisal.

Trustee Sugarman stated that he did not have any questions.

Trustee Patel stated that the matter was discussed at the last Committee of the Whole and there was a lot of discussion centered around the area to be vacated and used for parking. There was little discussion about the alley being used for ingress and egress. It appeared as though there was some objection to this. He is in favor of the revised plan but he wants to ensure that they have a clear understanding of the impacts of the neighborhood to have access into the alley as well as access onto Drake Avenue, and whether access onto Drake Avenue should be controlled. Trustee Patel noted that he is in favor of a vacation but not without the Plan Commission opining on how the traffic flow will impact the site and surroundings. He asked if an approval can be made with a condition that it goes through a public hearing process relative to the access. The use is allowed and does not require a public hearing process but the traffic and parking situation should be reviewed.

Trustee Spino stated that she does not have a problem with the vacation. She noted that in the last discussion there were a lot of concerns raised about traffic coming to and from the property. She also feels that the Plan Commission would be appropriate to review the matter from a traffic standpoint.

Mayor Bass noted that the revisions that were made to the site plan since the last meeting were done to accommodate the concerns of the public. He noted that most of the members of BCDE own homes within a three block radius of the area. They have the same concerns. They are part of the area. This is an extension of their home. Mayor Bass stated that they have a legal right to use the property for its intended purpose. He asked the petitioner if they could make the site work without the vacation. He noted that this would most likely require traffic to enter and exit onto Drake Avenue.

Mr. Bauer stated that the use is a religious use, one that is an orthodox Jewish use. The congregants do not drive to services. The discussion is centered around a parking lot that is required by the Village Zoning Code. Ultimately it will not be used in the manner that the Zoning Code contemplates. A significant amount of parking is proposed to be located within the alley. Therefore, it is critical that BCDE have the opportunity to develop the site in the manner that has been developed on the proposed site plan. He believes that the updated site plan addresses the concerns of the public that were

presented at the previous Committee of the Whole.

Trustee Hlepas Nickell noted that acquiring that parcel will enhance the overall building envelope. There is an advantage to the purchaser no matter how you look at it. Sites redevelop at various points. The congregation may not use the parking area today but a site in the future may. She appreciates the site plan modifications that have been made. She agrees with Trustee Patel and Spino that the Plan Commission should review the site plan regarding traffic flow. She also noted that more input from the Board needs to be heard regarding compensation.

Trustee Cope stated that the previous discussion that occurred came to the conclusion that if the Village left the alley vacation in such a manner as to allow access through the area that goes west so that someone could enter or exit the alley that would be a reasonable accommodation of the neighbor's concerns. He stated that the appraisal has been done by an expert and does not see a reason to challenge it. He does not know what the Plan Commission would discuss that hasn't already been addressed. He believes it is a good use for the community.

Attorney Elrod stated that he will try and bring clarification to the matter because there are currently at least two Trustees that have indicated a preference for a certain approach. As long as they hold that approach there will not be five votes in favor to pass the Ordinance. He summarized that it appears that the main issue is not the revised configuration of the alley but whether or not there should be a prohibition of access from the parking lot to the non-vacated alley or an opening that will allow traffic to go from the parking lot into the alley. The purpose of the latter would be to relieve the amount of traffic from the property onto Drake Avenue. This use would then have two different accesses. That appears to be the remaining issue.

Mayor Bass noted that during the previous Committee of the Whole there was consensus of the Board to repeal and vacate the property for the appraised value. The use is a peaceful use that is not intrusive. Everyone wants safety and the congregants share the same concerns.

Trustee Hlepas Nickell stated that the new issue is the access for the parking lot to spill into the residential areas.

Attorney Elrod clarified that it is currently closed off and the question is whether to open it up or not. He does not know if the Plan Commission is the right location to make the decision. The Village Board could make the decision.

Trustee Hlepas Nickell reiterated that is her concern.

At this time the Mayor opened the floor for public comment regarding the matter.

Resident Pam Lefkowitz spoke on the matter. She spoke against the matter. She noted that she watched the previous Committee of the Whole meeting and heard the residents' concerns. She asked why so much parking is necessary. Mayor Bass explained that the regulation is from the Zoning Code. She asked if any of the Village Board members are stakeholders of the entity in question that is asking for the vacation.

Mayor Bass stated that he is not a member of the congregation.

Trustee Sugarman stated that he is not a member of the congregation.

Attorney Elrod pointed out that being a congregate would not prohibit someone from voting on the matter.

Mayor Bass noted that the process has been completely transparent and that is why the discussion is occurring this evening.

Resident Barry Wicker of 6430 Drake Avenue asked for clarification regarding what the issue is with the proposed plan.

Resident Steven Frey spoke on the matter. He thanked the petitioner for the changes that they made. He noted that his brother who lives at 6448 Drake Avenue does not like the idea of access for the synagogue onto the alley due to the flow of traffic. He believes others may share the concern for traffic flow. He thinks it is a good idea from a safety standpoint. His main concern is the zoning for the property. Mr. Frey agreed that the Plan Commission should review the matter including traffic concerns. He expressed various concerns about what the project will entail.

Attorney Elrod clarified and reminded the Board that in the Village of Lincolnwood in residential zones religious institutions are permitted uses which means that they are not subject to any additional review than any other use in a residential district. There is a request for a street vacation. Reasonable conditions can be imposed concerning a street vacation but they have to relate to issues related to the vacation, such as flow of traffic. If a review by the Plan Commission is requested it should be limited to only the issue related to the street vacation.

Attorney Elrod further clarified that there are codes they must comply with and that any use would have to comply with. Those codes are reviewed by Village staff to ensure any plans meet the Village Code.

Mr. Hammel, Development Manager, stated that the information provided to staff thus far complies with the code. If they do not they will have to seek a variation. If they are compliant with the Zoning Code they are not required to go through a public review.

Trustee Hlepas Nickell clarified that things such as lighting concerns have mechanisms in place to address any issues with light shielding. She also noted that she has tried to identify another property in the Village that is designed to exit onto an alley.

Mr. Hammel gave the example of Libanais.

Resident Barry Wicker of 6430 Drake Avenue commended the petitioner for the changes they made. He noted that opening up the alley helps the area. By opening the back end there is more egress opportunity. He suggested that resident only parking could be looked at on Drake Avenue. He feels that the property is a valuable property.

Mayor Bass asked how the Board can proceed.

Mr. Bauer reminded the Board that the use is permitted by right. The reason they are seeking the vacation is because of the Village's parking requirements. The applicant desires to provide a fully compliant site plan. If the Board's preference is not to have alley access the petitioner is willing to close off the access.

Attorney Elrod intervened and stated that there appears to be one open issue. He asked the petitioner if

they are willing to accept the appraised value. If they are then the issue of the alley can be addressed. He noted that the Ordinance could include a condition possibly based on a traffic study or a further review by a commission as to whether or not to allow access to the alley. The Village could require a traffic study that the petitioner would reimburse the Village for. He noted that may be a way to address the concerns of the Board.

Trustee Hlepas Nickell stated she is firm on the price and that we set a precedent when we sell property.

At this time Mr. Bauer stated that his client is accepting the appraised value of the property.

Attorney Elrod clarified that the only remaining issue is whether or not access should be allowed to the alley.

Trustee Patel stated that relative to the parking and the use of the parking lot for the site he disagrees with Mr. Bauer and the assertions that the parking lot is not used. He stated that he sent a picture just now to Mr. Meyer, Assistant to the Village Manager and Ms. McFarland, Management Analyst and asked if they could show it to the Board. He was a tenant at 3460 W. Devon for five years and he believes that the congregation is similar to the one near there although he is not sure of the details. He believes that the parking lot is always filled on Fridays until sundown on Saturday based on his own personal experience. This is a non-residential use extending into a residential area. He would like to see either the Plan Commission or the Village Board review the site plan with the benefit of a traffic study which should be prepared by the land owner and not by the Village. There is no obligation for the landowner to take the alley; they are asking us to vacate the alley for their use. He is in favor of vacating the alley for their use. He understands their need for it. He does not know what uses will occur at the facility and what type of traffic will be generated as a result.

Mayor Bass stated that he understands that Trustee Patel is open to a condition and appreciates his opinion. He noted that they are two separate organizations and Fast Signs and Global Podiatry also use the parking lot that he is referring to.

Trustee Patel reiterated that he believes the Plan Commission should review the traffic impact.

Mayor Bass asked if Trustee Spino asked if she would be open to the condition described previously.

Trustee Spino noted that she is in agreement with Trustee Patel's comments. She does not have an issue with the vacation. It does address a lot of the concerns of the residents in the area. She does have a little bit of concern as to how traffic will flow in the area. She also agreed with Trustee Hlepas Nickell's comments regarding the fact that we don't know what the building may be in the future. She has some concern with traffic near the park and onto Drake Avenue. She would want to have the Plan Commission review the traffic impact.

Attorney Elrod stated that new language in Section 3B could be added concerning northbound vehicular access, the language could state that the applicant shall either prohibit or allow ingress and egress to and from the northbound portion of the alley based solely on the determination made by the Corporate Authorities of the Village by Resolution duly adopted. That will give the Village Board the ability to make the decision. It could be with the assistance of a traffic consultant or to send it to a commission to review. The petitioner would be bound by whatever decision the Village Board makes.

Trustee Hlepas Nickell asked Attorney Elrod to clarify the Village's practice with respect to the responsibility for the costs associated with experts on matters such as traffic. She wants to ensure that if a study for example were conducted that the petitioner would absorb the costs.

Attorney Elrod stated unequivocally yes. The Ordinance provides that they will absorb any legal fees and those of any consultants.

Trustee Cope moved to approve the Ordinance repealing Ordinance No. 1033 and to approve an Ordinance vacating a portion of the alley with a revision to Section 3B which allows for the ultimate determination of the driveways by the Corporate Authorities making that determination, seconded by Trustee Sugarman.

Trustee Patel asked for clarification as to whether or not traffic impact will be reviewed only for the alley or for all driveways, which would include a review of possible traffic controls on Drake Avenue such as turn restrictions.

There was consensus from the Board to include all driveways.

Trustee Spino agreed that if it is all driveways she does not have a concern.

Upon Roll Call the Results were:

AYES: Trustees Sugarman, Hlepas Nickell, Ikezoe-Halevi, Cope, Patel (via phone), Spino (via phone)

NAYS: None The motion passed.

5. 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

Mr. Hammel informed the Village Board that the petitioner is requesting that the item be tabled to February 6, 2018.

Trustee Hlepas Nickell moved to table the item to February 6, 2018, seconded by Trustee Ikezoe-Halevi.

Upon Roll Call the Results were:

AYES: Trustees Sugarman, Hlepas Nickell, Ikezoe-Halevi, Cope, Patel (via phone), Spino (via phone)

NAYS: None The motion passed.

6. Consideration of a Resolution Amending the Village's Anti-Harassment Policy

Trustee Cope reviewed the State Statute and the proposed Resolution. He agrees that the policy is good but in the State Statute there is a provision regarding due process. Given the fact that a penalty can be so severe he feels our Resolution should include a process, it could be internal to have due process.

Attorney Elrod noted that the State Statute obligates the Village to approve this policy before January 15, 2018. There is not another Board meeting before that date. The Resolution presented complies

with the State Statute. He recommends approving the policy and amending it at a later date to add the due process provision.

Consensus was to approve the policy and to amend it at a later date to include due process language.

Trustee Cope moved to approve the Resolution and to direct the Village's Labor Council to draft language to address due process to amend the language at a later date, seconded by Trustee Ikezoe-Halevi.

Upon Roll Call the Results were:

AYES: Trustees Sugarman, Hlepas Nickell, Ikezoe-Halevi, Cope, Patel (via phone), Spino (via phone)

NAYS: None The motion passed.

Manager's Report

None

Board and Commissions Report

None

Village Clerk's Report

None

Trustees Reports

Trustee Hlepas Nickell asked what the status is of the tabled Plan Commission recommendation for 6733-6735 Lincoln Avenue.

Staff stated that the item was tabled to today and that it should have been placed on the agenda and was not in error.

Attorney Elrod recommended that public notice be reissued if the petitioner wants to proceed.

Consensus was to reissue public notice on the matter once the petitioner is ready to proceed.

Public Forum

None

Adjournment

At 9:20 p.m. Trustee Hlepas Nickell moved to adjourn the meeting to Closed Session for the purpose of discussion regarding Employment Matters Per Section 2(c) 1, seconded by Trustee Sugarman.

Upon Roll Call the Results were:

AYES: Trustee Sugarman, Hlepas Nickell, Ikezoe-Halevi, Cope, Patel (via phone), Spino (via phone)

NAYS: None The motion passed.

Reconvention

At 10:30 p.m. President Bass reconvened the Village Board Meeting.

Adjournment

At 10:30 p.m. Trustee Sugarman moved to adjourn the meeting, seconded by Trustee Cope. The motion passed with a Voice Vote.

Respectfully Submitted,

Ashley Engelmann
Deputy Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: January 12, 2018

The following are the totals for the List of Bills being presented at the January 16th Village Board meeting.

01/16/2018	255,771.75
01/16/2018	141,390.32
01/16/2018	75,872.15
01/16/2018	73,472.66
Total	<hr/> \$ 546,506.88

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
 Printed: 01/09/2018 - 9:56AM
 Batch: 00200.01.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
D'Original Juzz Dance Group					
DORIGINA					
12212017	12/17/2018	2,114.00	0.00	01/16/2018	December 2017 Collected Drop In
205-503-515-5270 Purchased program services					
12212017 Total:		2,114.00			
D'Original Juzz Dance Gro		2,114.00			
Gasaway Distributors, Inc.					
GASAWAY					
1057640	12/21/2017	2,612.90	0.00	01/16/2018	4,500 gallons of salt brine plus
101-440-513-5766 Street materials - salt & sand					
1057640 Total:		2,612.90			
Gasaway Distributors, Inc.		2,612.90			
General Code, LLC					
GENERAL					
PG000013850	12/15/2017	591.33	0.00	01/16/2018	Supplement No. 35 updates to code
101-110-511-5550 Ordinance codification					
PG000013850 Total:		591.33			
General Code, LLC Total:		591.33			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Gewalt Hamilton Associates Inc GEWALT 9232.408-15	12/21/2017	1,726.65	0.00	01/16/2018	UP Path construction engineering
217-000-561-5340 Engineering					
	9232.408-15 Total:	1,726.65			
	Gewalt Hamilton Associate	1,726.65			
GFOA GFOA 145015	12/14/2017	190.00	0.00	01/16/2018	Membership - 3/1/18 thru 2/28/19
101-210-511-5570 Professional associations					
	145015 Total:	190.00			
	GFOA Total:	190.00			
Godinez, Sergio GODINEZ 12222017	12/22/2017	427.50	0.00	01/16/2018	Refund - Large room rental
205-000-210-2430 Parks and Recs Control Deposi					
	12222017 Total:	427.50			
	Godinez, Sergio Total:	427.50			
Hansen, Michael HANSENM 12282017	12/28/2017	95.00	0.00	01/16/2018	Title and plate transfer for A8
101-350-512-5540 Intergovernmental fees & dues					
	12282017 Total:	95.00			
	Hansen, Michael Total:	95.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Illinois State Police-Bureau of Identification					
ILSTPOL					
cost ctr 03643	11/30/2017	300.00	0.00	01/16/2018	
101-000-410-4220 Liquor License Fees					Fingerprinting Account - Adding to Balance
		<hr/>			
cost ctr 03643 Total:		300.00			
		<hr/>			
Illinois State Police-Bureau		300.00			
Kim, Patricia					
KIMP					
2016MUTR	12/21/2017	33.33	0.00	01/16/2018	
101-000-410-4050 Utility tax - electric					Municipal Tax rebate
2016MUTR	12/21/2017	29.99	0.00	01/16/2018	
101-000-410-4055 Utility tax - natural gas					Municipal Tax rebate
2016MUTR	12/21/2017	2.76	0.00	01/16/2018	
101-000-410-4060 Telecommunications tax					Municipal Tax rebate
		<hr/>			
2016MUTR Total:		66.08			
		<hr/>			
Kim, Patricia Total:		66.08			
Lakeshore Recycling Systems					
LAKESHR					
182190	12/21/2017	40.71	0.00	01/16/2018	
205-430-515-5405 R&M - buildings					Weekly service/Nov 24th thru Dec 5th
		<hr/>			
182190 Total:		40.71			
		<hr/>			
Lakeshore Recycling Syste		40.71			
Leroy's Welding & Fabricating					
LEROY W					
3761	12/19/2017	1,800.00	0.00	01/16/2018	
660-620-519-5480 R&M - vehicles					Repair of damaged section of Water tank for Truck #6

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	3761 Total:	1,800.00			
	Leroy's Welding & Fabrica	1,800.00			
Lowe's Business Acc/GECE					
LOWES					
09348	12/21/2017	32.54	0.00	01/16/2018	
	101-350-512-5799 Other materials & supplies				Bolts, screws, L brackets, washers
	09348 Total:	32.54			
	Lowe's Business Acc/GEC	32.54			
Metal Supermarkets					
METALSUP					
1004765	6/14/2017	121.15	0.00	01/16/2018	
	205-430-515-5730 Program supplies				Steel for Parks & Rec sign
	1004765 Total:	121.15			
	Metal Supermarkets Total:	121.15			
Midwest Meter Inc					
MIDWESTM					
0096411-IN	12/18/2017	2,585.00	0.00	01/16/2018	
	660-620-519-5796 Water system repair parts				Lid for meters
	0096411-IN Total:	2,585.00			
0096412-IN	12/18/2017	2,585.00	0.00	01/16/2018	
	660-620-519-5796 Water system repair parts				Lid for meters
	0096412-IN Total:	2,585.00			
	Midwest Meter Inc Total:	5,170.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Paramedic Services of Illinois PARAMEDI 5277	1/1/2018	235,669.27	0.00	01/16/2018	Services rendered month ended 01/31/2018
101-350-512-5220 Fire protection					
5277 Total:		235,669.27			
Paramedic Services of Illin		235,669.27			
QSR Awards & Engravings, Inc. QSRWARD 106187	12/7/2018	97.95	0.00	01/16/2018	Plaque for Police Chief retirement
101-100-511-5700 Office supplies					
106187 Total:		97.95			
QSR Awards & Engravings		97.95			
United States Postal Service USPOSTAL PB12272017	12/27/2017	50.35	0.00	01/16/2018	Pitney Bowes postage
101-210-511-5720 Postage					
PB12272017	12/27/2017	93.75	0.00	01/16/2018	Pitney Bowes postage
101-210-511-5720 Postage					
PB12272017	12/27/2017	100.74	0.00	01/16/2018	Pitney Bowes postage
101-210-511-5720 Postage					
PB12272017	12/27/2017	68.90	0.00	01/16/2018	Pitney Bowes postage
101-210-511-5720 Postage					
PB12272017	12/27/2017	37.68	0.00	01/16/2018	Pitney Bowes postage
101-210-511-5720 Postage					
PB12272017	12/27/2017	192.55	0.00	01/16/2018	Pitney Bowes postage
205-500-515-5720 Postage					
PB12272017	12/27/2017	49.09	0.00	01/16/2018	Pitney Bowes postage
101-210-511-5720 Postage					
PB12272017	12/27/2017	5.63	0.00	01/16/2018	Pitney Bowes postage
101-210-511-5720 Postage					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
PB12272017	12/27/2017	88.90	0.00	01/16/2018	Pitney Bowes postage
660-610-519-5720 Postage					
	PB12272017 Total:	687.59			
	United States Postal Servic	687.59			
We Got Game WEGOT 683	12/20/2017	1,309.00	0.00	01/16/2018	Fall 1 & 2 Basketball skills
205-502-515-5270 Purchased program services					
	683 Total:	1,309.00			
	We Got Game Total:	1,309.00			
Work' N Gear, LLC WRKNGEAR HA88923	12/11/2017	237.19	0.00	01/16/2018	Clothing allowance
660-620-519-5070 Uniform allowance					
	HA88923 Total:	237.19			
HA89161	12/13/2017	448.93	0.00	01/16/2018	Clothing allowance
660-620-519-5070 Uniform allowance					
	HA89161 Total:	448.93			
HA89357	12/18/2017	416.96	0.00	01/16/2018	Clothing allowance
205-430-515-5070 Uniform allowance					
	HA89357 Total:	416.96			
	Work' N Gear, LLC Total:	1,103.08			

Zoll Medical Corporation GPO
ZOLLMEDC

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
2615598	12/21/2017	1,617.00	0.00	01/16/2018
101-350-512-5660	EMS supplies			Autopulse batteries
	2615598 Total:	<u>1,617.00</u>		
	Zoll Medical Corporation G	<u>1,617.00</u>		
	Report Total:	<u><u>255,771.75</u></u>		

Accounts Payable

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Batch: 00201.01.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Aftermath Inc.					
AFTERMAT					
JC2017-9598	12/27/2017	105.00	0.00	01/16/2018	
101-300-512-5405 R&M - buildings					Cell decontamination
JC2017-9598 Total:		105.00			
Aftermath Inc. Total:		105.00			
ASCAP					
ASCAP					
G7Q01K001001488	12/30/2017	348.00	0.00	01/16/2018	
205-500-515-5570 Professional associations					Annual licensing fee
G7Q01K001001488 Total:		348.00			
ASCAP Total:		348.00			
Avalon Petroleum					
AVALON					
18731	12/13/2017	877.81	0.00	01/16/2018	
101-350-512-5670 Fuel					Fuel usage
18731	12/13/2017	767.95	0.00	01/16/2018	
101-440-513-5670 Fuel					Fuel usage
18731	12/13/2017	354.56	0.00	01/16/2018	
205-430-515-5670 Fuel					Fuel usage
18731	12/13/2017	267.68	0.00	01/16/2018	
660-620-519-5670 Fuel					Fuel usage

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	18731 Total:	2,268.00			
558266	12/13/2017	38.27	0.00	01/16/2018	
101-240-517-5670 Fuel					Fuel usage
558266	12/13/2017	3,028.24	0.00	01/16/2018	
101-300-512-5670 Fuel					Fuel usage
558266	12/13/2017	109.04	0.00	01/16/2018	
101-350-512-5670 Fuel					Fuel usage
558266	12/13/2017	35.27	0.00	01/16/2018	
101-400-511-5670 Fuel					Fuel usage
558266	12/13/2017	53.94	0.00	01/16/2018	
101-420-511-5670 Fuel					Fuel usage
558266	12/13/2017	304.76	0.00	01/16/2018	
101-440-513-5670 Fuel					Fuel usage
558266	12/13/2017	290.70	0.00	01/16/2018	
205-430-515-5670 Fuel					Fuel usage
558266	12/13/2017	391.90	0.00	01/16/2018	
660-620-519-5670 Fuel					Fuel usage
	558266 Total:	4,252.12			
	Avalon Petroleum Total:	6,520.12			
Back Flow Solutions Inc					
BFSINC					
2597	1/1/2018	435.42	0.00	01/16/2018	
660-620-519-5399 Other professional services					Program management fee for Backflow Program - January
	2597 Total:	435.42			
	Back Flow Solutions Inc T	435.42			
Batteries Plus LLC					
BATT					
89*0-106959-01	12/29/2017	69.95	0.00	01/16/2018	
101-420-511-5730 Program supplies					6 volt LED Battery for PW Lights

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	89*0-106959-01 Total:	69.95			
	Batteries Plus LLC Total:	69.95			
EJ Equipment					
EJ EQUIP					
P09473	12/12/2017	50.22	0.00	01/16/2018	
660-620-519-5745	Small tools				Gas charger for Water Dept
	P09473 Total:	50.22			
	EJ Equipment Total:	50.22			
Evanston Funeral & Cremation					
EVANSFUN					
124	12/1/2018	1,125.00	0.00	01/16/2018	
101-300-512-5599	Other contractual				Death Investigation/Body Removal
	124 Total:	1,125.00			
	Evanston Funeral & Crema	1,125.00			
Falson, Patrick					
FALSONPA					
REIM011518PFM	1/15/2018	75.00	0.00	01/16/2018	
101-300-512-5840	Meals				Reimburse/Meals/Field Training
	REIM011518PFM Total:	75.00			
	Falson, Patrick Total:	75.00			
Field, Emily					
FIELDDEM					
REIM011518EFM	1/15/2018	75.00	0.00	01/16/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-300-512-5840 Meals					Reimburse/Meals/Field Training
	REIM011518EFM Total:	75.00			
	Field, Emily Total:	75.00			
Got Laundry Chicago?, Inc. GOTLAUND					
307949	11/2/2017	49.00	0.00	01/16/2018	
101-300-512-5730 Program supplies					Dry Clean cell blankets
	307949 Total:	49.00			
308138	11/9/2017	17.00	0.00	01/16/2018	
101-300-512-5730 Program supplies					Dry Clean cell blankets
	308138 Total:	17.00			
308302	11/17/2017	13.00	0.00	01/16/2018	
101-300-512-5730 Program supplies					Dry Clean cell blankets
	308302 Total:	13.00			
308511	11/24/2017	25.00	0.00	01/16/2018	
101-300-512-5730 Program supplies					Dry Clean cell blankets
	308511 Total:	25.00			
308971	12/7/2017	49.00	0.00	01/16/2018	
101-300-512-5730 Program supplies					Dry Clean cell blankets
	308971 Total:	49.00			
308980	12/14/2017	25.00	0.00	01/16/2018	
101-300-512-5730 Program supplies					Dry Clean cell blankets
	308980 Total:	25.00			
309135	12/21/2017	9.00	0.00	01/16/2018	
101-300-512-5730 Program supplies					Dry Clean cell blankets

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	309135 Total:	9.00		
	Got Laundry Chicago?, Inc	187.00		
IL Municipal Retirement Fund				
ZZIMRF				
Dec-17	1/2/2018	31,623.65	0.00	01/16/2018
	102-000-210-2023 Employee IMRF withholding			Monthly Employer - December 2017
Dec-17	1/2/2018	13,924.02	0.00	01/16/2018
	102-000-210-2023 Employee IMRF withholding			Monthly Employee - December 2017
	Dec-17 Total:	45,547.67		
	IL Municipal Retirement F	45,547.67		
Illinois Association of Property & Evidence Mgrs				
ILLASSN				
10305	12/15/2017	35.00	0.00	01/16/2018
	101-300-512-5570 Professional associations			Membership/Police Officer
	10305 Total:	35.00		
10306	12/15/2017	35.00	0.00	01/16/2018
	101-300-512-5570 Professional associations			Membership/Police Officer
	10306 Total:	35.00		
10607	12/15/2017	35.00	0.00	01/16/2018
	101-300-512-5570 Professional associations			Membership/Police Officer
	10607 Total:	35.00		
	Illinois Association of Prop	105.00		
JCK Contractors				
JCKCONT				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
21516	12/23/2017	1,065.00	0.00	01/16/2018	
101-440-513-5599					Other Contractual
					3 loads of top soil
	21516 Total:	1,065.00			
	JCK Contractors Total:	1,065.00			
JG Uniforms Inc					
JGUNIFOR					
30350	12/26/2017	134.95	0.00	01/16/2018	
101-300-512-5070					Uniform allowance
	30350 Total:	134.95			
	JG Uniforms Inc Total:	134.95			
Lee Jensen Sales Co					
LEEJEN					
174011	12/22/2017	738.00	0.00	01/16/2018	
660-620-519-5730					Program supplies
					Hooks, harness, belts, chain with sling for Water Dept
	174011 Total:	738.00			
174128	12/28/2017	272.00	0.00	01/16/2018	
660-620-519-5730					Program supplies
					Harness
	174128 Total:	272.00			
	Lee Jensen Sales Co Total:	1,010.00			
Lowe's Business Acc/GECE					
LOWES					
02355	12/22/2008	51.26	0.00	01/16/2018	
101-420-511-5405					R&M - buildings
					Grit rasp, scraper, blade for Village Hall tiles
	02355 Total:	51.26			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
02367	12/22/2008	6.83	0.00	01/16/2018
101-420-511-5405 R&M - buildings				Cotton towels for Village Hall tiles
	02367 Total:	6.83		
02380	12/22/2008	-20.87	0.00	01/16/2018
101-420-511-5405 R&M - buildings				Return
	02380 Total:	-20.87		
02386	12/22/2017	28.50	0.00	01/16/2018
101-420-511-5405 R&M - buildings				Tool blades for Village Hall tiles
	02386 Total:	28.50		
02688	12/28/2017	16.14	0.00	01/16/2018
101-420-511-5730 Program supplies				Nozzle for Compressor
	02688 Total:	16.14		
02734	12/29/2017	7.09	0.00	01/16/2018
205-430-515-5480 R&M - vehicles				Quick links for Tractor #5
	02734 Total:	7.09		
02822	12/14/2017	25.16	0.00	01/16/2018
205-430-515-5730 Program supplies				Blue tarp for Parks mowers
	02822 Total:	25.16		
02860	12/15/2017	23.64	0.00	01/16/2018
101-420-511-5730 Program supplies				Brass metal, polisher, towel, sponge
	02860 Total:	23.64		
	Lowe's Business Acc/GEC	137.75		
McKenna Automotive MCKENNA 15851	12/7/2017	47.62	0.00	01/16/2018
660-620-519-5480 R&M - vehicles				Hydraulic hose for Tractor #6

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	15851 Total:	47.62			
15867	12/24/2017	125.54	0.00	01/16/2018	
	660-620-519-5480 R&M - vehicles				Lift arm for Truck #14 and parts for PW plows
15867	12/24/2017	165.42	0.00	01/16/2018	
	101-440-513-5480 R&M - vehicles				Lift arm for Truck #14 and parts for PW plows
15867	12/24/2017	165.42	0.00	01/16/2018	
	101-420-511-5480 R&M - vehicles				Lift arm for Truck #14 and parts for PW plows
15867	12/24/2017	165.42	0.00	01/16/2018	
	205-430-515-5480 R&M - vehicles				Lift arm for Truck #14 and parts for PW plows
	15867 Total:	621.80			
	McKenna Automotive Tota	669.42			
NAPA					
NAPA					
2812-290690	12/6/2017	84.06	0.00	01/16/2018	
	101-440-513-5480 R&M - vehicles				Fuel filter, air filter for chipper
	2812-290690 Total:	84.06			
2812-290691	12/6/2018	40.81	0.00	01/16/2018	
	660-620-519-5480 R&M - vehicles				Air filter - Truck #14
	2812-290691 Total:	40.81			
2812-291091	12/11/2017	21.09	0.00	01/16/2018	
	660-620-519-5480 R&M - vehicles				Fuel filter for Chipper
	2812-291091 Total:	21.09			
2812-291252	12/12/2017	95.33	0.00	01/16/2018	
	660-620-519-5480 R&M - vehicles				Air filter, fuel filter for Truck #14
2812-291252	12/12/2017	7.99	0.00	01/16/2018	
	101-440-513-5480 R&M - vehicles				Air filter, fuel filter for Truck #14
	2812-291252 Total:	103.32			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
2812-291331	12/12/2017	-10.58	0.00	01/16/2018	Return
101-440-513-5480 R&M - vehicles					
2812-291331 Total:		-10.58			
2812-291382	12/13/2017	16.69	0.00	01/16/2018	Door jamb
101-440-513-5480 R&M - vehicles					
2812-291382 Total:		16.69			
2812-291609	12/14/2017	6.99	0.00	01/16/2018	Radiator cap for Truck #22
101-440-513-5480 R&M - vehicles					
2812-291609 Total:		6.99			
2812-291672	12/15/2017	27.14	0.00	01/16/2018	Fuel filter for chipper
101-440-513-5480 R&M - vehicles					
2812-291672 Total:		27.14			
NAPA Total:		289.52			
Sherrill Inc. SHERILL INV-397870	12/14/2017	141.95	0.00	01/16/2018	Safety vest, safety glasses, starter pull for Forestry Division
101-440-513-5730 Program supplies					
INV-397870 Total:		141.95			
Sherrill Inc. Total:		141.95			
Standard Equipment Company STANDARD P03389	12/20/2017	79.51	0.00	01/16/2018	Sweeper manual
101-440-513-5480 R&M - vehicles					
P03389 Total:		79.51			
P03417	12/22/2017	175.22	0.00	01/16/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
660-620-519-5480 R&M - vehicles					Quick connects, sensor for Truck #6
	P03417 Total:	175.22			
	Standard Equipment Comp	254.73			
Swid Sales Corp SWIDSALE					
29503	12/22/2017	119.86	0.00	01/16/2018	
101-300-512-5480 R&M - vehicles					Batteries for PD Squad #213 & PW vehicles
29503	12/22/2017	218.32	0.00	01/16/2018	
205-430-515-5480 R&M - vehicles					Batteries for PD Squad #213 & PW vehicles
	29503 Total:	338.18			
	Swid Sales Corp Total:	338.18			
Treasurer State of Illinois IDOT					
121613	1/2/2018	81,808.35	0.00	01/16/2018	
454-000-561-5399 Land Acquistion & Improveme					Pedestrian Bridge project
	121613 Total:	81,808.35			
	Treasurer State of Illinois T	81,808.35			
Vermeer-Illinois Inc VRMERIL					
PB8780	12/29/2017	897.09	0.00	01/16/2018	
101-440-513-5480 R&M - vehicles					Clutch, pressure plate, bearing, bearing pilot for Chipper
	PB8780 Total:	897.09			
	Vermeer-Illinois Inc Total:	897.09			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

Report Total:

141,390.32

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 01/09/2018 - 9:57AM
Batch: 00202.01.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
1051283-00	12/15/2017	5.50	0.00	01/16/2018	
660-620-519-5405 R&M - buildings					Lighting socket for Pump House
		<hr/>			
1051283-00 Total:		5.50			
		<hr/>			
Active Electrical Supply C		5.50			
Auto Zone					
AUTOZ					
5247338669	12/19/2017	28.64	0.00	01/16/2018	
660-620-519-5480 R&M - vehicles					Filters for Tractor #7
		<hr/>			
5247338669 Total:		28.64			
		<hr/>			
Auto Zone Total:		28.64			
Bell Fuels, Inc.					
BELLFUEL					
265049	12/27/2017	382.16	0.00	01/16/2018	
101-350-512-5670 Fuel					Fuel for generator - Public Works
		<hr/>			
265049 Total:		382.16			
265050	12/27/2017	487.32	0.00	01/16/2018	
101-350-512-5670 Fuel					Fuel for generator - Fire/Police

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
265050 Total:		487.32			
Bell Fuels, Inc. Total:		869.48			
Commonwealth Edison COMMONED 14658645	10/25/2017	69,872.50	0.00	01/16/2018	
454-000-561-5399 Land Acquisition & Improveme					Touhy Ave Overpass Utility Relocation - 50% Deposit
14658645 Total:		69,872.50			
Commonwealth Edison To		69,872.50			
Eagle Engraving EAGLE 2017-4597	12/28/2017	34.18	0.00	01/16/2018	
101-350-512-5665 Firefighting supplies					Passport tags & gear locker signs
2017-4597 Total:		34.18			
Eagle Engraving Total:		34.18			
Golf Mill Ford GOLFMILL 430528P	12/19/2017	437.71	0.00	01/16/2018	
101-300-512-5480 R&M - vehicles					Kit, rotor for Squad #2
430528P Total:		437.71			
430735P	12/27/2017	433.10	0.00	01/16/2018	
660-620-519-5480 R&M - vehicles					Steps assemblies for Trucks #47 & #49
430735P	12/27/2017	477.86	0.00	01/16/2018	
101-440-513-5480 R&M - vehicles					Steps assemblies for Trucks #47 & #49
430735P Total:		910.96			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
CM430182P	12/20/2017	-25.00	0.00	01/16/2018
101-300-512-5480 R&M - vehicles				Arm core return
	CM430182P Total:	-25.00		
	Golf Mill Ford Total:	1,323.67		
Law Enforcement Records Mgr				
LAWENFRE				
LERM12018	1/4/2018	25.00	0.00	01/16/2018
101-300-512-5570 Professional associations				2018 Membership
	LERM12018 Total:	25.00		
	Law Enforcement Records	25.00		
Lawson Products Inc				
LAWSNPRO				
9305460967	12/15/2017	505.12	0.00	01/16/2018
101-410-511-5730 Program supplies				Shop supplies for PW Garage
	9305460967 Total:	505.12		
	Lawson Products Inc Total	505.12		
Lund Industries				
LUNDIND				
90014	12/27/2017	75.00	0.00	01/16/2018
101-300-512-5480 R&M - vehicles				Remove/install equipment in Squad
	90014 Total:	75.00		
	Lund Industries Total:	75.00		
McKenna Automotive				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
MCKENNA				
15941	12/27/2017	335.59	0.00	01/16/2018
660-620-519-5480 R&M - vehicles				Hydraulic hose for Tractor #7
	15941 Total:	335.59		
	McKenna Automotive Tota	335.59		
Mid-States Organzied Crime Information Center				
MIDSTAT				
13142-1331	12/27/2017	200.00	0.00	01/16/2018
101-300-512-5570 Professional associations				2018 Annual membership - MOCIC
	13142-1331 Total:	200.00		
	Mid-States Organzied Crim	200.00		
Morton Grove Automotive West				
MORTONG				
57727	12/19/2017	145.00	0.00	01/16/2018
205-430-515-5480 R&M - vehicles				Starter for Tractor #8
	57727 Total:	145.00		
	Morton Grove Automotive	145.00		
North Suburban				
NORTHSUB				
473-146939	12/22/2017	21.98	0.00	01/16/2018
101-300-512-5480 R&M - vehicles				Wiper blades for Squad #1
	473-146939 Total:	21.98		
	North Suburban Total:	21.98		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
On- Target Solutions Group, Inc. ONTARGSO 745	1/2/2018	450.00	0.00	01/16/2018	
101-300-512-5590 Training					Supervisors training for PD
	745 Total:	450.00			
	On- Target Solutions Grou	450.00			
PEP Boys PEPBOYS 04791089781	1/3/2018	75.46	0.00	01/16/2018	
101-350-512-5730 Program supplies					Auto battery terminal and cables A7
	04791089781 Total:	75.46			
	PEP Boys Total:	75.46			
TransUnion Risk and Alternative TRANSUN 556811123117	1/1/2018	40.90	0.00	01/16/2018	
101-300-512-5399 Other professional services					Online investigative database system for background researc
	556811123117 Total:	40.90			
	TransUnion Risk and Alter	40.90			
VCG Uniform VCGUNIFO 19723	12/28/2017	61.80	0.00	01/16/2018	
101-300-512-5070 Uniform allowance					Uniform allowance
	19723 Total:	61.80			
19724	12/28/2017	311.30	0.00	01/16/2018	
101-300-512-5070 Uniform allowance					Uniform allowance

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	19724 Total:	311.30			
	VCG Uniform Total:	373.10			
Vermeer-Illinois Inc VRMERIL PB8518	12/19/2017	48.85	0.00	01/16/2018	
101-440-513-5480 R&M - vehicles					Guide, spring, screws, nuts for Chipper
	PB8518 Total:	48.85			
	Vermeer-Illinois Inc Total:	48.85			
Village of Lincolnwood VOL					
LPD-PC1418	12/11/2017	16.45	0.00	01/16/2018	
101-210-511-5720 Postage					Petty Cash - Police Dept
LPD-PC1418	12/11/2017	7.69	0.00	01/16/2018	
101-300-512-5700 Office supplies					Petty Cash - Police Dept
LPD-PC1418	12/11/2017	24.94	0.00	01/16/2018	
101-300-512-5730 Program supplies					Petty Cash - Police Dept
LPD-PC1418	12/11/2017	8.00	0.00	01/16/2018	
101-300-512-5730 Program supplies					Petty Cash - Police Dept
LPD-PC1418	12/11/2017	18.70	0.00	01/16/2018	
101-300-512-5820 Local mileage, parking & tolls					Petty Cash - Police Dept
LPD-PC1418	12/11/2017	285.00	0.00	01/16/2018	
101-300-512-5840 Meals					Petty Cash - Police Dept
	LPD-PC1418 Total:	360.78			
	Village of Lincolnwood To	360.78			
W S Darley WSDARLEY 17308041	12/19/2017	124.54	0.00	01/16/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-350-512-5665					Firefighting supplies
					Axe for A8
		<u>124.54</u>			17308041 Total:
		<u>124.54</u>			W S Darley Total:
West Side Tractor Sales					
WESTSIDE					
H85446	12/12/2017	600.61	0.00	01/16/2018	
					101-440-513-5480 R&M - vehicles
					Repairs to Sweeper #1
		<u>600.61</u>			H85446 Total:
		<u>600.61</u>			West Side Tractor Sales To
Zoll Medical Corporation GPO					
ZOLLMEDC					
2616916	12/26/2017	356.25	0.00	01/16/2018	
					101-350-512-5660 EMS supplies
					Cardiac monitor E-series battery
		<u>356.25</u>			2616916 Total:
		<u>356.25</u>			Zoll Medical Corporation G
		<u><u>75,872.15</u></u>			Report Total:

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 01/09/2018 - 9:57AM
Batch: 00203.01.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10512270-00	1/3/2018	270.45	0.00	01/16/2018	
101-420-511-5405 R&M - buildings					Electrical gloves for Buildings
	10512270-00 Total:	270.45			
10513034-00	1/3/2018	42.48	0.00	01/16/2018	
660-620-519-5405 R&M - buildings					Outlets for Pump House
	10513034-00 Total:	42.48			
	Active Electrical Supply C	312.93			
Amazon					
AMAZON					
446535733888	11/20/2017	109.99	0.00	01/16/2018	
101-250-511-6530 Equipment - data processing					Replacement hardrive
	446535733888 Total:	109.99			
456393893985	11/28/2017	37.99	0.00	01/16/2018	
101-410-511-5745 Small tools					Vacuum purge
	456393893985 Total:	37.99			
477965947563	12/6/2008	18.23	0.00	01/16/2018	
101-350-512-5730 Program supplies					Gator tape
	477965947563 Total:	18.23			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
643599983535	12/6/2008	303.99	0.00	01/16/2018
101-250-511-6530	Equipment - data processing			Printer
	643599983535 Total:	303.99		
675464935367	11/17/2017	26.35	0.00	01/16/2018
101-350-512-5730	Program supplies			Vinyl pockets
	675464935367 Total:	26.35		
773438696835	12/1/2008	44.47	0.00	01/16/2018
101-250-511-5640	Computer supplies			Memory Card
	773438696835 Total:	44.47		
947885966757	11/22/2017	54.64	0.00	01/16/2018
101-410-511-5730	Program supplies			Coolant test strips
	947885966757 Total:	54.64		
984485688883	11/12/2008	9.95	0.00	01/16/2018
101-200-511-5799	Other materials & supplies			Mic windscreens
	984485688883 Total:	9.95		
BFPisCdFyEtP	11/14/2017	34.69	0.00	01/16/2018
101-300-512-5730	Program supplies			Keyboard Watch Commander
	BFPisCdFyEtP Total:	34.69		
BleGSoJSBZXc	11/13/2017	50.00	0.00	01/16/2018
101-100-511-5799	Other materials & supplies			Table for Artist cards
	BleGSoJSBZXc Total:	50.00		
LudfjwMRKpT	11/9/2017	29.97	0.00	01/16/2018
101-410-511-5745	Small tools			Phone cases
	LudfjwMRKpT Total:	29.97		
zRWbBKmyEJT	11/14/2017	24.83	0.00	01/16/2018
101-200-511-5599	Other contractual			Window sign holder

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	zfRWbBKmyEJT Total:	24.83			
	Amazon Total:	745.10			
Blackboard BLACKINC 1278723	12/18/2017	3,834.81	0.00	01/16/2018	
101-300-512-5599 Other contractual					One year renewal of Balckboard connect CTY auto phone s
	1278723 Total:	3,834.81			
	Blackboard Total:	3,834.81			
Bound Tree Medical, LLC BOUND 82720459	12/20/2017	811.60	0.00	01/16/2018	
101-350-512-5660 EMS supplies					Latex gloves, blood glucose strips, pediatric defibrillator pa
	82720459 Total:	811.60			
	Bound Tree Medical, LLC	811.60			
Canon Solutions America, Inc CANONSOL 902649948	12/11/2017	328.70	0.00	01/16/2018	
101-240-517-5570 Professional associations					Maintenance kit TCS300-500
	902649948 Total:	328.70			
	Canon Solutions America,	328.70			
Chicago Metropolitan Fire Prevention Co. CHGOMETR 174123	12/27/2017	85.00	0.00	01/16/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-350-512-5411 R&M- Wireless Alarm Equipm					Fire alarm radio disconnection
174123 Total:		85.00			
Chicago Metropolitan Fire		85.00			
Chicago Tribune CHGOTRIB 5367869	12/28/2017	44.29	0.00	01/16/2018	Legal notice - 7110 N. Lincoln
101-120-511-5510 Advertising					
5367869 Total:		44.29			
Chicago Tribune Total:		44.29			
ClientFirst Consulting Group, LLC CLIENTFI 8281	10/31/2017	5,352.50	0.00	01/16/2018	IT Support
101-250-511-5320 Consulting					
8281 Total:		5,352.50			
8282	10/31/2017	680.00	0.00	01/16/2018	IT Support CD
101-000-210-2650 Contractor Permits Payable					
8282 Total:		680.00			
8283	10/31/2017	895.00	0.00	01/16/2018	IT Support PW
660-620-519-5320 Consulting					
8283 Total:		895.00			
8284	10/31/2017	1,715.00	0.00	01/16/2018	IT Mgmt
101-250-511-5320 Consulting					
8284 Total:		1,715.00			
8285	10/31/2017	1,887.50	0.00	01/16/2018	Accela Migration
101-000-210-2650 Contractor Permits Payable					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	8285 Total:	1,887.50			
8287	10/31/2017	493.75	0.00	01/16/2018	CAD Consolidation
101-250-511-5320	Consulting				
	8287 Total:	493.75			
8288	10/31/2017	1,472.50	0.00	01/16/2018	NWS Upgrade
101-250-511-5320	Consulting				
	8288 Total:	1,472.50			
8289	10/31/2017	2,321.25	0.00	01/16/2018	PC Replacement
101-250-511-6530	Equipment - data processing				
	8289 Total:	2,321.25			
8290	10/31/2017	115.00	0.00	01/16/2018	PD Dispatch TV relocation
101-250-511-5330	Data processing				
	8290 Total:	115.00			
8291	10/31/2017	1,063.75	0.00	01/16/2018	SAN Replacement
101-250-511-5320	Consulting				
	8291 Total:	1,063.75			
8292	10/31/2017	57.50	0.00	01/16/2018	SCADA Backups
660-610-519-5320	Consulting				
	8292 Total:	57.50			
8293	10/31/2017	913.75	0.00	01/16/2018	Anti Virus Replacement
101-250-511-5330	Data processing				
	8293 Total:	913.75			
	ClientFirst Consulting Gro	16,967.50			

Conrad Polygraph, Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
CONRAD 2714	11/1/2018	320.00	0.00	01/16/2018
101-200-511-5599 Other contractual				Polygraph services for Police Officer candidates
	2714 Total:	320.00		
	Conrad Polygraph, Inc. Tot	320.00		
Engelstein, Shirley ENGELSTE SE001-2018	12/27/2017	300.00	0.00	01/16/2018
101-100-511-5270 Purchased program services				Art Gallery Invoice - Jan/Feb 2018
	SE001-2018 Total:	300.00		
SE006-2017	12/27/2017	300.00	0.00	01/16/2018
101-100-511-5270 Purchased program services				Art Gallery Invoice - June/July
	SE006-2017 Total:	300.00		
SE007-2017	12/27/2017	300.00	0.00	01/16/2018
101-100-511-5270 Purchased program services				Art Gallery Invoice - July/Aug
	SE007-2017 Total:	300.00		
	Engelstein, Shirley Total:	900.00		
Eterno Attorney at Law, David ETERNO 12069	1/1/2018	47.50	0.00	01/16/2018
101-230-511-5399 Other professional services				Off Site docket review 12/18/17
12069	1/1/2018	525.00	0.00	01/16/2018
101-230-511-5399 Other professional services				On Site Hearings 12/19/17
	12069 Total:	572.50		
	Eterno Attorney at Law, D	572.50		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
FSCI Corporate Office					
FSCI					
1790	11/1/2017	440.00	0.00	01/16/2018	Stefani's - Fire Alarm
101-240-517-5399	Other professional services				
	1790 Total:	440.00			
1871	11/16/2017	440.00	0.00	01/16/2018	Lincolnwood Place
101-240-517-5399	Other professional services				
	1871 Total:	440.00			
1873	11/16/2017	395.00	0.00	01/16/2018	Stefani's - Kitchen Hood
101-240-517-5399	Other professional services				
	1873 Total:	395.00			
1909	11/28/2017	440.00	0.00	01/16/2018	Stefani's - Fire Sprinkler
101-240-517-5399	Other professional services				
	1909 Total:	440.00			
	FSCI Corporate Office Tot	1,715.00			
Gewalt Hamilton Associates Inc					
GEWALT					
922-251	12/21/2017	134.00	0.00	01/16/2018	Crawford Avenue water main construction
101-290-511-5942	PW Building Engineer Costs				
	922-251 Total:	134.00			
	Gewalt Hamilton Associate	134.00			
GOVTEMPSUSA LLC					
GOVTEMP					
2425194	12/21/2017	7,826.00	0.00	01/16/2018	Interim Police Chief Hourly Wages
101-300-512-5599	Other contractual				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	2425194 Total:	7,826.00			
	GOVTEMPSUSA LLC To	7,826.00			
HMO Healthcare Service Corporation					
HMO					
January	12/15/2017	3,147.34	0.00	01/16/2018	
	102-000-210-2027 Health insurance premium with				Employee Health Insurance HMO - January
	January Total:	3,147.34			
	HMO Healthcare Service C	3,147.34			
Illinois City/County Management Association					
ILCMA					
1091	1/2/2018	50.00	0.00	01/16/2018	
	101-200-511-5510 Advertising				Job ad posting fee/Foreman for Forestry
	1091 Total:	50.00			
	Illinois City/County Manag	50.00			
Levinson, Adam					
LEVINSON					
140549	2/22/2011	3,000.00	0.00	01/16/2018	
	101-000-210-2620 Contractor bonds payable				Site Development deposit refund
	140549 Total:	3,000.00			
	Levinson, Adam Total:	3,000.00			
Madison National Life					
MADISON					
1279974	12/18/2017	156.17	0.00	01/16/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
101-200-511-5150 Insurance - group life & AD&D					Life insurance - January
1279974	12/18/2017	94.63	0.00	01/16/2018	
101-210-511-5150 Insurance - group life & AD&D					Life insurance - January
1279974	12/18/2017	88.27	0.00	01/16/2018	
101-240-517-5150 Insurance - group life & AD&D					Life insurance - January
1279974	12/18/2017	456.47	0.00	01/16/2018	
101-300-512-5150 Insurance - group life & AD&D					Life insurance - January
1279974	12/18/2017	17.40	0.00	01/16/2018	
101-350-512-5150 Insurance - group life & AD&D					Life insurance - January
1279974	12/18/2017	66.96	0.00	01/16/2018	
101-400-511-5150 Insurance - group life & AD&D					Life insurance - January
1279974	12/18/2017	35.53	0.00	01/16/2018	
101-410-511-5150 Insurance - group life & AD&D					Life insurance - January
1279974	12/18/2017	96.87	0.00	01/16/2018	
101-440-513-5150 Insurance - group life & AD&D					Life insurance - January
1279974	12/18/2017	58.54	0.00	01/16/2018	
205-430-515-5150 Insurance - group life & AD&D					Life insurance - January
1279974	12/18/2017	36.46	0.00	01/16/2018	
205-500-515-5150 Insurance - group life & AD&D					Life insurance - January
1279974	12/18/2017	95.94	0.00	01/16/2018	
660-620-519-5150 Insurance - group life & AD&D					Life insurance - January
	1279974 Total:	1,203.24			
	Madison National Life Tot	1,203.24			
Malnati Organization					
MALNATI					
648406	1/2/2018	202.53	0.00	01/16/2018	
101-100-511-5840 Meals					Dinner Village Board meeting - 1/2/18
	648406 Total:	202.53			
	Malnati Organization Total	202.53			

Marc Printing
MARCP

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
111552	12/11/2017	267.80	0.00	01/16/2018	Mailing water bills
660-610-519-5720 Postage					
	111552 Total:	267.80			
	Marc Printing Total:	267.80			
Niles Township					
NILETOWN					
01012018	1/4/2018	1,000.00	0.00	01/16/2018	Turkey Trot cash donation/Food Pantry
205-509-515-5730 Program supplies					
	01012018 Total:	1,000.00			
	Niles Township Total:	1,000.00			
Perspectives					
PERSPECT					
88498	12/31/2018	355.00	0.00	01/16/2018	Leadership and management training sessions for Village en
101-200-511-5599 Other contractual					
	88498 Total:	355.00			
	Perspectives Total:	355.00			
Planned Forest Solutions LLC					
PLANNED					
168257	1/3/2018	807.84	0.00	01/16/2018	Nuisance tree removal permits, inspection requests
101-400-511-5039 Other contract labor					
	168257 Total:	807.84			
	Planned Forest Solutions L	807.84			

Quinlan Security Systems

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
QUINLANS					
21747	1/1/2018	2,291.50	0.00	01/16/2018	
660-610-519-5340	Maintenance Expen				Security Service maintenance agreement-Village Hall, Publi
21747	1/1/2018	2,291.51	0.00	01/16/2018	
101-250-511-5340	Maintenance Expen				Security Service maintenance agreement-Village Hall, Publi
21747 Total:		4,583.01			
Quinlan Security Systems T		4,583.01			
Robbins, Salomon & Patt, LTD					
RS&PLTD					
219450	12/11/2017	765.00	0.00	01/16/2018	
101-230-511-5399	Other professional services				November - Municipal Prosecution/Traffic Violations
219450	12/11/2017	615.00	0.00	01/16/2018	
101-230-511-5399	Other professional services				General Business
219450 Total:		1,380.00			
219452	12/11/2017	1,035.00	0.00	01/16/2018	
101-230-511-5399	Other professional services				November - Adjudicative Hearings
219452 Total:		1,035.00			
Robbins, Salomon & Patt,		2,415.00			
T.P.I. Building Code Consultants, Inc.					
TPI					
201712	12/31/2017	8,432.25	0.00	01/16/2018	
101-240-517-5399	Other professional services				Plan Review - December
201712	12/31/2017	6,337.50	0.00	01/16/2018	
101-240-517-5399	Other professional services				In House - December
201712	12/31/2017	1,735.50	0.00	01/16/2018	
101-240-517-5399	Other professional services				The Carrington - December
201712	12/31/2017	78.00	0.00	01/16/2018	
101-240-517-5399	Other professional services				6400 Cicero - December

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
201712 Total:		16,583.25			
T.P.I. Building Code Cons		16,583.25			
Thompson Elevator Inspection Service, Inc.					
THOMPSO					
17-3786	12/7/2017	100.00	0.00	01/16/2018	
101-240-517-5399					Other professional services Elevator plan review - 6600 N Lincoln
17-3786 Total:		100.00			
Thompson Elevator Inspec		100.00			
Verizon Wireless					
VERIZON					
9798502058	12/21/2017	38.42	0.00	01/16/2018	
101-000-210-2650					Contractor Permits Payable Verizon Data Charges/Nov thru Dec
9798502058	12/21/2017	38.71	0.00	01/16/2018	
660-610-519-5580					Telephone Verizon Data Charges/Nov thru Dec
9798502058	12/21/2017	428.24	0.00	01/16/2018	
101-250-511-5580					Telephone Verizon Data Charges/Nov thru Dec
9798502058 Total:		505.37			
9798502059	12/21/2017	495.74	0.00	01/16/2018	
101-210-511-5580					Telephone Verizon phone charges/Nov thru Dec
9798502059	12/21/2017	29.28	0.00	01/16/2018	
205-508-515-5580					Telephone Verizon phone charges/Nov thru Dec
9798502059	12/21/2017	25.83	0.00	01/16/2018	
205-520-515-5580					Telephone Verizon phone charges/Nov thru Dec
9798502059	12/21/2017	5.75	0.00	01/16/2018	
205-530-515-5580					Telephone Verizon phone charges/Nov thru Dec
9798502059	12/21/2017	28.13	0.00	01/16/2018	
205-560-515-5580					Telephone Verizon phone charges/Nov thru Dec
9798502059	12/21/2017	1.15	0.00	01/16/2018	
205-550-515-5270					Purchased program services Verizon phone charges/Nov thru Dec
9798502059	12/21/2017	26.58	0.00	01/16/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
101-000-210-2650 Contractor Permits Payable				Verizon phone charges/Nov thru Dec
9798502059	12/21/2017	67.68	0.00	01/16/2018
660-610-519-5580 Telephone				Verizon phone charges/Nov thru Dec
	9798502059 Total:	<u>680.14</u>		
	Verizon Wireless Total:	<u>1,185.51</u>		
Warehouse Direct				
WAREHOUS				
3729062-1	12/15/2017	36.83	0.00	01/16/2018
101-300-512-5730 Program supplies				Office supplies
	3729062-1 Total:	<u>36.83</u>		
3737578-0	12/21/2017	82.62	0.00	01/16/2018
101-350-512-5730 Program supplies				Office supplies
	3737578-0 Total:	<u>82.62</u>		
3737679-0	12/21/2017	518.60	0.00	01/16/2018
101-210-511-5700 Office supplies				Office supplies
	3737679-0 Total:	<u>518.60</u>		
	Warehouse Direct Total:	<u>638.05</u>		
Wells Fargo Vendor Fin Serv				
GECAPITA				
67874747	12/24/2017	232.43	0.00	01/16/2018
660-610-519-5340 Maintenance Agreement Expen				Copier - Public Works
67874747	12/24/2017	269.95	0.00	01/16/2018
205-500-515-5440 R&M - office equipment				Copier - Parks
67874747	12/24/2017	232.44	0.00	01/16/2018
101-000-210-2650 Contractor Permits Payable				Copier - Fire
67874747	12/24/2017	697.36	0.00	01/16/2018
101-210-511-5440 R&M - office equipment				Copier - PD, Finance

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	67874747 Total:	1,432.18		
	Wells Fargo Vendor Fin Se	1,432.18		
Woodward Printing Services WOODWARD 46679	1/2/2018	1,904.48	0.00	01/16/2018
101-100-511-5565 Village Newsletter				Printing cost/Connections Newsletter/Jan-Feb
	46679 Total:	1,904.48		
	Woodward Printing Service	1,904.48		
	Report Total:	73,472.66		

Request for Board Action

REFERRED TO BOARD: January 16, 2018

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Amending the Village's Anti-Harassment Policy

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On January 2, 2018, the Village Board approved a resolution revising the Village's Anti-Harassment Policy in line with Public Act 100-0554 which amended the State Officials and Employees Ethics Act, including Section 70-5, which pertains to government entities. At the January 2, 2018, Village Board directed staff and the Village's Labor Counsel to add provisions to the Anti-Harassment Policy regarding the investigation process when allegations of harassment are made.

Once approved, the revised anti-harassment policy will be distributed to staff members and will include training sessions with Village personnel on the updated policy. Attached is the red-line and final version of the proposed changes to the Village's anti-harassment policy.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Amended Anti-Harassment Policy - Redline
3. Amended Anti-Harassment Policy - Final Version

RECOMMENDED MOTION:

Move to approve a Resolution amending the Village's Anti-Harassment Policy.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

A RESOLUTION AMENDING THE VILLAGE'S ANTI-HARASSMENT POLICY

WHEREAS, on November 16, 2017, the Governor of the State of Illinois signed into law Public Act 100-0554, which Public Act, among other things, amends the State Officials and Employees Ethics Act to require each Illinois unit of local government to establish a policy to prohibit sexual harassment; and

WHEREAS, on October 21, 2014, the Village President and Board of Trustees adopted Resolution No. R2014-1818, amending the Village's Personnel Policy Manual to include, among other things, an anti-sexual harassment policy ("*Anti-Harassment Policy*"); and

WHEREAS, the Village President and Board of Trustees adopted Resolution No. R2018-2025 to amend the existing Anti-Harassment Policy to include the provisions required by Public Act 100-554; and

WHEREAS, the Village President and Board of Trustees now desire to further amend the Anti-Harassment Policy; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to amend the Anti-Harassment Policy as set forth in this Resolution;

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

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

SECTION 2. AMENDMENT OF ANTI-HARASSMENT POLICY. The President and Board of Trustees hereby amend the Anti-Harassment Policy, and adopt the amended Anti-Harassment Policy in the form attached to this Resolution as **Exhibit A**.

SECTION 3. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of January, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of January, 2018.

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

ATTESTED and FILED in my office this
_____ day of _____, 2018

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

EXHIBIT A

Amended Personnel Manual

3 HARASSMENT IN THE WORKPLACE.

The Village is committed to maintaining a professional work environment that is free from discrimination, harassment, retaliation and similar offensive or inappropriate conduct. Although some conduct may not rise to the level of unlawful harassment from a legal perspective, the Village wants to protect its employees from such conduct and prevent conduct from becoming severe or pervasive enough to alter the conditions of an employee's employment, create a hostile working environment, or result in a tangible adverse employment action. Accordingly, the Village has adopted a zero-tolerance policy against harassment. This policy forbids an employee, elected official, vendor, client, customer or other person, from engaging in such conduct.

3.1 Statement of Policy: It is the right of each individual employee to work in an environment free from harassment.

3.1.1 This policy prohibits harassment or other workplace discrimination based on a person's protected status under state and federal law. This includes conduct, whether verbal, physical, or visual, that denigrates or shows hostility or aversion toward an individual based upon that person's race, gender, sexual orientation, age, color, religious affiliation, national origin, disability, ancestry, marital status, military status, or other legally protected status. The Village will not tolerate harassing conduct that has the purpose or effect of interfering unreasonably with an individual's work performance, affecting an individual's tangible job benefits, or creating an intimidating, hostile, or offensive work environment.

3.1.2 The harassing conduct forbidden by this policy specifically includes, but is not limited to:

3.1.2.1 Epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status;

3.1.2.2 Written or graphic material circulated, available on the Village's computer system, or posted or distributed within the workplace that shows hostility toward a person or persons because of their protected status;

3.1.2.3 Jokes, kidding, teasing, or practical jokes directed at a person based on his or her protected status;

3.1.2.4 Any employee mocking or belittling any other employee in such a manner that has the purpose or effect of interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment; and

3.1.2.5 Retaliation against another employee for reporting acts of harassing conduct.

3.1.3 The Village discourages any such conduct in the workplace, and this policy prohibits harassment based on an individual's protected status, even if it does not rise to the level of a legal violation.

3.2 Sexual Harassment: Sexual harassment includes any harassing conduct based on gender, regardless of whether the conduct is sexual in nature. Any unwelcome conduct based on gender is also forbidden by this policy regardless of whether the individual engaged in harassment and the

individual being harassed are of the same or different genders.

3.2.1 Unwelcome sexual advances, requests for sexual favors, or other verbal, physical, or visual conduct based on sex constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term of employment, (2) submission to or rejection of the conduct is used as a basis for an employment decision affecting an individual (tangible employment action), or (3) conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

3.2.2 This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation.

3.2.3 The Village considers the following conduct to represent some of the types of sexually harassing conduct that violate the Harassment Policy:

3.2.3.1 Preferential treatment and promises of a preferential treatment to an employee for submitting to sexual conduct;

3.2.3.2 Verbal harassment, such as sexual innuendoes, suggestive comments, insults, comments on sexual preference, humor and jokes about sex, anatomy, or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements of a sexual nature about other employees, even outside of their presence

3.2.3.3 Non-verbal harassment, such as suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls," "smacking" or "kissing" noises, or winking

3.2.3.4 Visual harassment, such as posters, signs, pin-up, slogans of a sexual nature, overt display of pornographic photographs, or literature in the workplace

3.2.3.5 Physical harassment, such as: inappropriate touching or feeling of another person, unwelcome hugging or kissing, patting, pinching, grabbing, brushing against another person's ~~the~~ body, coerced sexual contact or intercourse, or sexual assault or sexual battery.

3.3 Compliance with Policy: Everyone at the Village can help assure that this workplace is free from prohibited discrimination or harassment. Everyone is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment under this policy. No employee or elected/appointed official is exempt from the requirements of this policy.

3.3.1.1 The Village expects employees to inform others in the workplace whenever their conduct is unwelcome, offensive or inappropriate.

3.3.1.2 In addition, employees may come forward with complaints about alleged problems or violations of this policy at any time through the procedure below. Employees are expected to come forward promptly and report any problems pursuant to this policy before the alleged offending behavior becomes severe or pervasive.

Prompt reporting is very important so that the Village can take action to stop the conduct before it is repeated.

3.3.1.3 Complaints need not be limited to someone who was the target of the alleged offending conduct. Anyone who has observed an alleged violation of the policy is also encouraged to report such conduct.

3.4 Internal Complaint Procedure.

3.4.1 If an employee or other person covered by this policy experiences or witnesses any conduct that he or she believes is inconsistent with this policy, the Village expects the person to promptly notify Human Resources, the Village Manager, an employee's Supervisor, or Department Head. This may be done in writing or orally. Any Supervisor or Department Head who receives a complaint or observes conduct which may violate this policy, must immediately report the complaint or observation to Human Resources ([the Assistant to the Village Manager](#)), or the Village Manager. This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination.

3.4.2 Persons who believe they have been subjected or exposed to discrimination or harassment prohibited by this policy have the right to have any such activity terminated immediately. The Village may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place.

3.4.3 The Village Manager or his/her designee will investigate all complaints of conduct that is inconsistent with this policy, promptly and thoroughly. This investigation may include, but is not limited to, interviewing the complaining party, Supervisors, and any other personnel, as required, to obtain sufficient factual information upon which to make a determination. In all cases the investigation will be conducted by a person or persons who are not involved in the alleged prohibited conduct. [Before making any final determination, the person accused of violating the policy will, whenever practical, be notified and afforded an opportunity to respond to the allegations.](#)

3.4.4 The Village wishes to create a safe environment in which individuals are not afraid to discuss concerns and complaints, or to seek general information about discrimination, harassment, and retaliation. The Village recognizes that individuals may be concerned about the confidentiality of information they share, and it will strive to preserve confidentiality to the extent possible. The Village is legally obligated to investigate and correct conduct that violates this policy once it is informed that discrimination, harassment or retaliation has occurred or may be occurring, and full confidentiality cannot be guaranteed.

3.4.5 If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then the Village will take corrective action regardless of the positions of the parties involved. While corrective action is intended to end inappropriate conduct in the workplace, discipline up to and including termination may be appropriate under the circumstances.. The Village may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct

amounts to a violation of law or even a violation of policy. If the person who engaged in harassment is not an employee of the Village, then the Village will take whatever corrective action is reasonable and appropriate under the circumstances.

3.5 External Complaint Procedures.

3.5.1 While the Village hopes that an incident of sexual harassment can be resolved through the internal complaint procedures, all employees have the right to file formal charges with the Illinois Department of Human Rights (IDHR) and/or the United States Equal Employment Opportunity Commission (EEOC). A charge with IDHR must be filed within 180 days of the incident of sexual harassment. A charge with the EEOC must be filed within 300 days of the incident. Employees can contact these agencies at:

Illinois Department of Human Rights
100 W. Randolph St., Suite 10-100
Chicago, IL 60601
(312) 814-6200

Equal Employment Opportunity Commission
500 West Madison Street, Ste. 2800
Chicago, Illinois 60661-2511
(312) 353-2713

3.6 False and/or Frivolous Complaints: It is critical in establishing a workplace free of harassment that an individual who experiences or witnesses an incident perceived as being harassing has access to a mechanism for reporting such incidents. It is critical in establishing a workplace free of harassment that an individual who experiences or witnesses an incident perceived as being harassing has access to a mechanism for reporting such incidents. False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. A false and frivolous charge is a severe offense that can itself result in disciplinary action to the person making such false and/or frivolous charge.

3.7 Retaliation: The Village has a strict anti-retaliation policy and all employees should be advised that retaliation will not be tolerated against any person who has filed a complaint in regards to harassment, discrimination or retaliation; or who assists or cooperates in an investigation of a complaint by someone else, whether internally or with an external agency; or who files a charge of discrimination or harassment or retaliation; or who otherwise provides information in a proceeding, including in a court, administrative or legislative hearing, related to violations of discrimination or harassment laws.. Examples of the types of retaliation that are prohibited include intimidation; discrimination; verbal or physical abuse; adverse actions with respect to pay, work assignments, and other terms of employment; termination of employment; or threats of any such actions. Retaliation will result in severe discipline, up to and including termination. Anyone experiencing or witnessing any conduct he or she believes to be retaliatory should immediately report such conduct using the complaint process set forth in above.

3 HARASSMENT IN THE WORKPLACE.

The Village is committed to maintaining a professional work environment that is free from discrimination, harassment, retaliation and similar offensive or inappropriate conduct. Although some conduct may not rise to the level of unlawful harassment from a legal perspective, the Village wants to protect its employees from such conduct and prevent conduct from becoming severe or pervasive enough to alter the conditions of an employee's employment, create a hostile working environment, or result in a tangible adverse employment action. Accordingly, the Village has adopted a zero-tolerance policy against harassment. This policy forbids an employee, elected official, vendor, client, customer or other person, from engaging in such conduct.

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Illinois Department of Human Rights
100 W. Randolph St., Suite 10-100
Chicago, IL 60601
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Equal Employment Opportunity Commission
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Chicago, Illinois 60661-2511
(312) 353-2713

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3.7 Retaliation: The Village has a strict anti-retaliation policy and all employees should be advised that retaliation will not be tolerated against any person who has filed a complaint in regards to harassment, discrimination or retaliation; or who assists or cooperates in an investigation of a complaint by someone else, whether internally or with an external agency; or who files a charge of discrimination or harassment or retaliation; or who otherwise provides information in a proceeding, including in a court, administrative or legislative hearing, related to violations of discrimination or harassment laws. Examples of the types of retaliation that are prohibited include intimidation; discrimination; verbal or physical abuse; adverse actions with respect to pay, work assignments, and other terms of employment; termination of employment; or threats of any such actions. Retaliation will result in severe discipline, up to and including termination. Anyone experiencing or witnessing any conduct he or she believes to be retaliatory should immediately report such conduct using the complaint process set forth in above.

Request For Board Action

REFERRED TO BOARD: January 16, 2018

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Police

SUBJECT: Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance to Amend Chapter 7, Article 2, Section 5 of the Village Code Pertaining to Two-Way Stop Control at the Intersections of Lowell and Jarvis Avenues and Kedvale and Jarvis Avenues

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On December 14, 2017, the Traffic Commission considered requiring motorists to stop at the intersections of Lowell and Jarvis Avenues and Kedvale and Jarvis Avenues. The request was initially made by the Village of Skokie following a review of the intersections. Jarvis Avenue is co-owned by the Villages of Lincolnwood and Skokie, thereby requiring consent of both communities before new traffic control devices can be installed. Two-way stop control currently exists for north/south traffic crossing Jarvis Avenue at Kostner Avenue and East Prairie Road. Two-way traffic control currently exists for east/west traffic along Jarvis Avenue at Kildare, Tripp, Crawford, and Cicero Avenues.

The Village uses a worksheet based on engineering standards outlined in the National Manual on Uniform Traffic Control Devices to evaluate whether sufficient need is present to warrant the installation of a stop sign. The worksheet focuses on speed and volume considerations, as well as crash history, and neighboring uses (e.g. school, park, houses of worship, etc.). Prior to the request being submitted by the Village of Skokie, the existing worksheet was intended evaluate the need for four-way stop controls. During the review of Skokie's request, it was determined that this worksheet was not appropriate to evaluate two-way stop controls. The Village Engineer amended the worksheet to better evaluate requests for two-way stop controls by adjusting evaluation factors related to the entering volume, volume balance, and the total required score to receive a positive recommendation.

Prior to the Traffic Commission meeting, the Village of Skokie performed a traffic study to determine vehicle speed and volume along the streets in question. The Village Engineer used the information from the traffic study as well as the crash history to complete the worksheet and determined that two-way stop control is warranted at both intersections. Table 1 provides a summary of the Village Engineer's findings.

Table 1. Summary of Findings

Lowell Ave. and Jarvis Ave.	Kedvale Ave. and Jarvis Ave.
Three accidents over the past two years	Two accidents over the past two years
At least 125 cars per hour during three of the four busiest hours enter the intersection	At least 250 cars per hour during three of the four busiest hours enter the intersection
Lowell Ave.'s traffic volume is 45-50% of Jarvis Ave.'s volume	Kedvale Ave.'s traffic volume is greater than 50% of Jarvis Ave.'s volume
Speed, pedestrian factors, and roadway conditions were not significant factors	Speed, pedestrian factors, and roadway conditions were not significant factors
Total Score: 54 (exceeds 50 point threshold)	Total Score: 52 (exceeds 50 point threshold)

After review and discussion, Commissioner Costantino made a motion to recommend two-way stop controls be added to the intersections of Lowell and Jarvis Avenues and Kedvale and Jarvis Avenues. Commission Earnst seconded. The motion was approved by a vote of 5-0.

FINANCIAL IMPACT:

Sufficient funds are available in the FY 2017/2018 Public Works Streets Maintenance budget to fund the purchase of the necessary signs and posts.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. December 14, 2017 Draft Traffic Commission Minutes
3. December 14, 2017 Traffic Commission PowerPoint
4. Location Map

RECOMMENDED MOTION:

Move to approve a recommendation by the Traffic Commission to adopt an Ordinance to amend Chapter 7, Article 2, Section 5 of the Village Code pertaining to two-way stop control at the intersections of Lowell and Jarvis Avenues and Kedvale and Jarvis Avenues.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2018-____

**AN ORDINANCE AMENDING SECTION 7-2-5
OF THE MUNICIPAL CODE OF LINCOLNWOOD**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF _____, 2018.

ORDINANCE NO. 2018-___

**AN ORDINANCE AMENDING SECTION 7-2-5
OF THE MUNICIPAL CODE OF LINCOLNWOOD**

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

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

WHEREAS, pursuant to Section 7-2-5 of the Municipal Code of Lincolnwood, as amended ("***Village Code***"), the Village has designated certain streets and alleys within the Village as "stop streets"; and

WHEREAS, the President and the Board of Trustees desire to amend Section 7-2-5 of the Village Code to require vehicular traffic travelling northbound on each of Kedvale Avenue and Lowell Avenue to stop at the intersections of such streets with Jarvis Avenue; and

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

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

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

SECTION 2. STOP STREETS. Section 7-2-5 of the Village Code is hereby amended to add the following entry:

"7-2-5: SCHEDULE OF STOP STREETS: The following streets and alleys are hereby designated as "stop streets":

<u>Street/Alley</u>	<u>Shall Stop For</u>	<u>Direction</u>
<u>Kedvale Avenue</u>	<u>Jarvis Avenue</u>	<u>Northbound</u>
<u>Lowell Avenue</u>	<u>Jarvis Avenue</u>	<u>Northbound</u>

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

SECTION 4. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will

remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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

PASSED this _____ day of _____, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2018.

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

ATTESTED and FILED in my office the
_____ day of _____, 2018.

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

#37213930_v1

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



Traffic Commission, Village of Lincolnwood
6900 Lincoln Avenue, Lincolnwood, IL 60712

Draft December 14, 2017 Meeting Minutes
Village Hall Council Chambers
6900 Lincoln Avenue
Lincolnwood, IL 60712

1. Call to Order
 - a. Chairman Troiani called the meeting to order at 7:00 p.m.
2. Pledge to the Flag
 - a. Chairman Troiani led the Pledge to the Flag
3. Roll Call
 - a. **Present**
 - i. Commissioner Antonio Costantino
 - ii. Commissioner John Earnst
 - iii. Commissioner Stanley Wilk
 - iv. Commissioner Victor Stojanoff
 - v. Chairman Scott Troiani
 - vi. Others Present – James Amelio, Village Engineer, Ashley Engelmann, Assistant Village Manager, Doug Hammel, Development Manager, Bruce Rottner, Police Chief (interim), Nadim Badran, Assistant to the Public Works Director, Jesal Patel, Trustee Liaison
 - b. **Absent**
 - i. Commissioner Mark Bonner
 - ii. Commissioner James Lee
4. Report By Chair Scott Troiani
 - a. Chairman Troiani welcomed interim Police Chief Bruce Rottner to the Village, and expressed his gratitude at having worked with retired Chief Robert LaMantia. Chairman Troiani stated the Chief LaMantia always conducted himself professionally and would be missed in the Village.
 - b. Chairman Troiani welcomed new Commissioner Victor Stojanoff. Commissioner Stojanoff stated that he has lived in the village for the last 24 years and is happy to have the opportunity to serve the community.
5. Approval of September 28, 2017 Minutes

- a. Commissioner Wilk made a motion to approve the September 28, 2017 minutes as presented. Commissioner Costantino seconded the motion. The motion was unanimously approved.

6. Unfinished Business

- a. No unfinished business was presented.

7. New Business

- a. Request for Alley Vacation – 6400 Block of Drake Avenue – Development Manager, Doug Hammel introduced the item to the Commission. Mr. Hammel explained the alley being considered for vacation is the southern half of the north/south alley to the west of 6400 Drake Avenue. The consideration for vacation is in response to a proposed development on the site, which would need the additional space to meet the landscaping and parking requirements of the Village. Mr. Hammel explained the northern portion of the vacation would be closed off, severing access to the northern end of the alley. Mr. Hammel stated that a 16 foot utility easement would be maintained to allow access to overhead power lines.

Mr. Hammel introduced Steve Bauer, an attorney from Meltzer, Purtil, & Stelle LLC, a law firm representing the site developers. Mr. Bauer stated that the type of congregation that would use the facility does not drive on the Sabbath, so traffic and parking issues should not be a concern. Mr. Bauer also stated that they spoke with the adjacent bank property and they did not express concerns regarding the vacation. Commissioner Wilk asked how many houses would be impacted. Mr. Bauer stated residents would have access from Arthur Avenue. Chairman Troiani asked Chief Rottner if he had any police concerns. Chief Rottner stated the police department does not have any concerns.

Two members of the public requested to speak on the matter. Resident Art Ross stated that he wants to see greater traffic control in the area. Mr. Ross stated that vehicles use the side streets to cut through from Pratt Avenue to Devon Avenue. Mr. Ross is concerned the development could lead to an increase in traffic concerns. Resident Gregory Fry stated that he was not aware of the development. Mr. Fry stated that he needs two points of access to his garage, and the development would not allow for that. Mr. Fry stated that utility trucks and landscapers often block the alley so a second access point is important.

Chairman Troiani requested a motion. Commissioner Wilk motioned to recommend the alley vacation for approval. Commissioner Stojanoff seconded the motion. The motion was unanimously approved by roll call vote.

- b. Schedule of Meetings – Assistant Village Manager, Ashely Engelmann introduced the proposed 2018 Traffic Commission Meeting dates. Chairman Troiani asked the Commission if there were concerns about the selected dates. No objections to the schedule were made.
- c. **Review of Two-Way Stop Sign Request from the Village of Skokie**
 - i. **Intersection of Jarvis And Kedvale Avenues – Village Engineer, James Amelio introduced the first intersection in question. Mr. Amelio stated that the request for the north/south stop sign came from the Village Engineer of Skokie. Mr. Amelio stated the intersection was assessed on a number of items such as traffic counts and accident data, and recommended north/south stop signs be installed.**
 - ii. **Intersection of Jarvis and Lowell Avenues – Mr. Amelio stated that the Village also performed an assessment of the Jarvis/Lowell intersection as well and recommended north/south stop signs be installed.**

Commissioner Costantino made the motion to recommend the stop signs be installed. Commissioner Earnst seconded the motion. The motion passed unanimously upon a roll call vote. Member Earnst inquired if the Village has ever done a comprehensive stop sign study, to which staff responded not in recent years.

8. Public Forum – no items presented.

9. Report from Staff – Assistant Village Manager, Ashely Engelmann, stated that Public Works Director Andrew Letson had his first baby on Monday, December 11th. The Commission congratulated the Letson family.

Mr. Amelio stated that the Village is looking into the safety concerns along I-94 and Lincolnwood Drive and would have an update for the Commission in the future.

10. Good of the Order – Commissioner Stojanoff stated that the Village should look into ways to increase the safety of Lincolnwood Drive along I-94, as many cars have hit the fence. Commissioner Earnst stated that the Village should look to install more stop signs where possible. Commissioner Earnst is concerned with the number of vehicles that ignore stop signs and school buses.

11. Adjournment – With no further business to discuss, Commissioner Costantino made a motion to adjourn, seconded by Commissioner Wilk. The motion passed unanimously with the meeting adjourning at 8:01 P.M.

Village of Lincolnwood

W. Jarvis Ave. Traffic Control

Date: December 14, 2017

Purpose of Discussion

- The Village received a request from the Village of Skokie to upgrade uncontrolled intersections on Jarvis Avenue
- Skokie is requesting North-South Stop control at:
 - Jarvis Ave. and N. Lowell Ave.
 - Jarvis Ave. and N. Kedvale Ave.

Existing Evaluation

- The Village of Skokie performed a minimum 24 hour traffic count for the volume of cars in all directions at both intersections
- Analysis performed by modifying existing 4-way stop sign worksheet for a 2-way stop
 - Entering Volume requirements reduced to 250 and 125 (versus 500 and 250)
 - Volume Balance unit range maintained, but shifted to below 50% (versus above 50%)
 - Qualification sum reduced from 60 to 50



Northbound

W. Jarvis Ave. & N. Lowell Ave.



Southbound

W. Jarvis Ave. & N. Lowell Ave.



Eastbound

W. Jarvis Ave. & N. Lowell Ave.



Westbound

W. Jarvis Ave. & N. Lowell Ave.

Jarvis Ave. & Lowell Ave.

Worksheet

Residential Two-Way Stop Control Warrant

Intersection of: Jarvis and Lowell

Date of Traffic Volume Collection: 4/18/2017 Weather: Cloudy 76 F

Collected by: Village of Skokie Site Visit (Photographed) On: _____

	Criteria	Points	Basis for Point Assignment	Points Received
1.	Vehicle Accident History	0-40	10 points for each recorded traffic accident at the subject intersection within the last 2 years subject to correction by AWSC installation.	30
2.	Entering Volume	0-30	5 points for every hour where average entering volume (sum of all approaches) exceeds 250 vehicles per hour for highest 8 hours of study period. 3 points for every hour where average entering volume (sum of all approaches) exceeds 125 vehicles per hour for highest 8 hours of study period.	12
3.	Volume Balance	0-15	5 points for each 10% difference between Minor street (lower total volume) and Major Street (higher total volume) entering volumes during highest 8 hours of study period Minor Street Volume < 40% of Major Street Vol. = 0 pts Minor Street Volume = 40-45% of Major Street Vol. = 5 pts Minor Street Volume = 45-50% of Major Street Vol. = 10 pts Minor Street Volume > 50% of Major Street Vol. = 15 pts	10
4.	Pedestrian Generators / Factors	0-10	4 points for Elementary or Middle School within 1 block of study area. 2 points for other schools, bus route/stop, park, community center or marked school route 1 block. 2 points for special needs resident(s) in study area (e.g. blind pedestrian or wheelchair) 2 points if (not each) retail, commercial or house of worship within 1 block.	2
5.	Speed Factor	0-10	2 points for each 2mph above the posted limit (use average 85% speed for highest 8 hours from Major Street).	0
6.	Roadway Conditions	0-5	Rating 0-5 points for road conditions. Factors to consider include: limited sight lines, horizontal / vertical deflection at intersection, need to control conflicting left turn volumes, existence of left turn lanes.	0
TOTAL				54

Intersections with point totals less than 50 do not qualify for Two-Way Stop Control. Intersections with point totals of 50 points or more result in a recommendation from the Traffic Commission to the Village Board to install appropriate signage.

Revised by the Village Engineer on October 6, 2017

Jarvis Ave. & Lowell Ave.

Recommendation

- Per the previous criteria, there are a significant amount of crashes at the intersection within the last 2 years (3), as well as an unbalanced distribution of traffic
- The Village Engineer recommends 2-way stop control along the minor street (Lowell



Northbound
W. Jarvis Ave. & N. Kedvale Ave.



Southbound
W. Jarvis Ave. & N. Kedvale Ave.



Eastbound
W. Jarvis Ave. & N. Kedvale Ave.



Westbound
W. Jarvis Ave. & N. Kedvale Ave.

Jarvis Ave. & Kedvale Ave.

Worksheet

Residential Two-Way Stop Control Warrant

Intersection of: Jarvis and Kedvale

Date of Traffic Volume Collection: 6/7/2017 Weather: Sunny 74 F

Collected by: Village of Skokie Site Visit (Photographed) On: _____

	Criteria	Points	Basis for Point Assignment	Points Received
1.	Vehicle Accident History	0-40	10 points for each recorded traffic accident at the subject intersection within the last 2 years subject to correction by AWSC installation.	20
2.	Entering Volume	0-30	5 points for every hour where average entering volume (sum of all approaches) exceeds 250 vehicles per hour for highest 8 hours of study period. 3 points for every hour where average entering volume (sum of all approaches) exceeds 125 vehicles per hour for highest 8 hours of study period.	15
3.	Volume Balance	0-15	5 points for each 10% difference between Minor street (lower total volume) and Major Street (higher total volume) entering volumes during highest 8 hours of study period Minor Street Volume < 40% of Major Street Vol. = 0 pts Minor Street Volume = 40-45% of Major Street Vol. = 5 pts Minor Street Volume = 45-50% of Major Street Vol. = 10 pts Minor Street Volume > 50% of Major Street Vol. = 15 pts	15
4.	Pedestrian Generators / Factors	0-10	4 points for Elementary or Middle School within 1 block of study area. 2 points for other schools, bus route/stop, park, community center or marked school route 1 block. 2 points for special needs resident(s) in study area (e.g. blind pedestrian or wheelchair) 2 points if (not each) retail, commercial or house of worship within 1 block.	2
5.	Speed Factor	0-10	2 points for each 2mph above the posted limit (use average 85% speed for highest 8 hours from Major Street).	0
6.	Roadway Conditions	0-5	Rating 0-5 points for road conditions. Factors to consider include: limited sight lines, horizontal / vertical deflection at intersection, need to control conflicting left turn volumes, existence of left turn lanes.	0
TOTAL				52

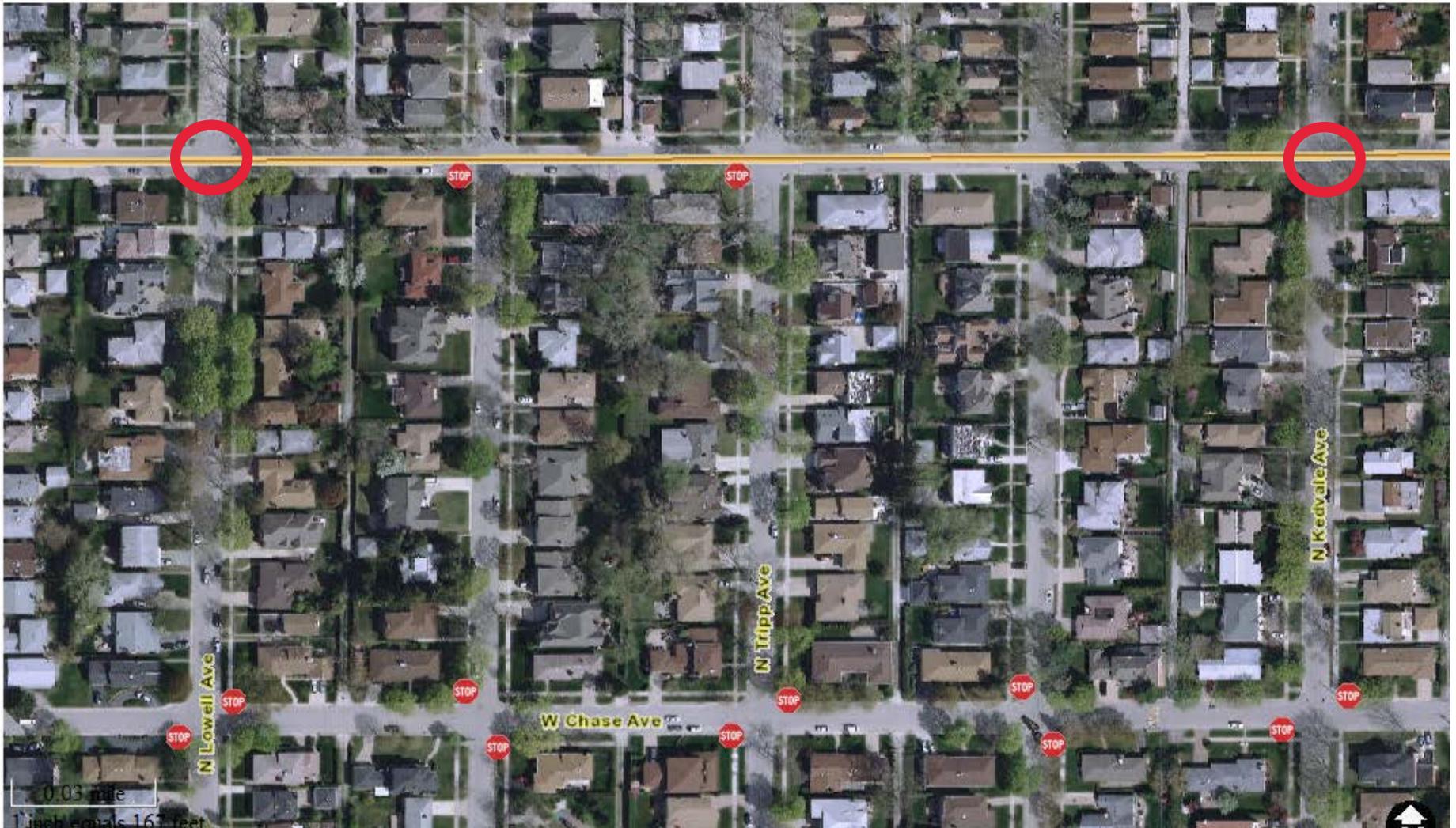
Intersections with point totals less than 50 do not qualify for Two-Way Stop Control. Intersections with point totals of 50 points or more result in a recommendation from the Traffic Commission to the Village Board to install appropriate signage.

Revised by the Village Engineer on October 6, 2017

Jarvis Ave. & Kedvale Ave.

Recommendation

- Per the previous criteria, there are a significant amount of crashes at the intersection within the last 2 years (2), as well as an unbalanced distribution of traffic
- The Village Engineer recommends 2-way stop control along the minor street (Kedvale)



Map created on January 8, 2018.

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Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Request For Board Action

REFERRED TO BOARD: January 16, 2018

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution Approving an Intergovernmental Agreement with the Illinois Department of Transportation for Grant Funding for the Engineering of Improvements to the Intersection of Touhy and Cicero Avenues

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On November 7, 2017, the Village Board adopted Resolution No. R2017-2011 approving an Intergovernmental Agreement (IGA) with Cook County for grant funding for the engineering of improvements at the intersection of Touhy and Cicero Avenues. Improvements are expected to include the addition of a right turn lane on northbound Cicero Avenue for traffic seeking to head eastbound on Touhy Avenue and widening of the Edens Expressway off ramp; however, the entire intersection will be studied to determine the most appropriate improvements. The "Invest in Cook" grant awarded by Cook County, which was the subject of the aforementioned IGA, covers 70% of the total cost of Phase I engineering design (\$175,000).

Upon receiving notice that the Village would be awarded an Invest in Cook grant, staff submitted a formal request to the Illinois Department of Transportation (IDOT) requesting participation in the local match. IDOT has agreed to cover the entire 30% local match at a sum not to exceed \$75,000. To move forward, the Village is required to enter into a grant agreement with IDOT. The Village will pay up front for the engineering services and IDOT will reimburse the Village. This is the same process that is used for other projects in the design phase where grant funds are managed by IDOT. With the award of this grant, the Village will not be responsible for any of the cost to complete the preliminary engineering of the proposed improvements.

IDOT has indicated that they may be willing to participate in funding future phases of the project if the Village were able to secure grant funding. After completion of the Phase I engineering, this project could be submitted for a Congestion Mitigation and Air Quality (CMAQ) grant. The Village Engineer has indicated that this project would be a good candidate for that program.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Grant Agreement

RECOMMENDED MOTION:

Move to approve a Resolution approving an intergovernmental agreement with the Illinois Department of Transportation for grant funding for the engineering of improvements to the intersection of Touhy and Cicero Avenues.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR GRANT
FUNDING FOR THE ENGINEERING OF IMPROVEMENTS TO THE
INTERSECTION OF TOUHY AND CICERO AVENUES**

WHEREAS, in an effort to ensure the highest-quality public infrastructure for its residents, the Village periodically identifies possible public infrastructure improvements for which it could apply for grant funding from various federal, state, and county grant programs; and

WHEREAS, at its meeting on November 1, 2016, the Village Board considered three possible projects for application to grant programs for phase I engineering, and decided that the addition of a right turn lane on northbound Cicero Avenue for traffic travelling eastbound on Touhy Avenue ("*Touhy/Cicero Project*") is appropriate for application for grant funding; and

WHEREAS, the County of Cook ("*County*") established the Invest in Cook grant program in January 2017 to provide municipalities with funding assistance for transportation improvements consistent with the goals of the County's long-range transportation plan ("*County Grant Program*"); and

WHEREAS, on March 7, 2017, the Village Board of Trustees adopted Resolution R2017-1968, committing \$75,000.00 in local funds, as required for its application to the County Grant Program to fund the completion of phase I engineering services for the Touhy/Cicero Project ("*Phase I Services*"); and

WHEREAS, the County has awarded a grant to the Village in the amount of \$175,000.00 through the County Grant Program to fund the completion of the Phase I Services ("*County Grant*"); and

WHEREAS, on November 7, 2017, the Village Board of Trustees adopted Resolution R2017-2011, approving an intergovernmental agreement with the County concerning the County Grant; and

WHEREAS, the Village filed an application with the Illinois Department of Transportation ("*IDOT*") for grant funding for the remaining \$75,000 in costs of the Phase I Services; and

WHEREAS, IDOT has awarded a grant to the Village in an amount not to exceed \$75,000.00 to fund the completion of the Phase I Services ("*IDOT Grant*"); and

WHEREAS, in order to receive the IDOT Grant, the Village must enter into an intergovernmental agreement with IDOT, in the form attached to this Resolution as **Exhibit A** ("*Intergovernmental Agreement*"); and

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreements is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to enter into the Intergovernmental Agreement with IDOT;

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 INTERGOVERNMENTAL AGREEMENT. The Intergovernmental Agreement by and between the Village and IDOT is hereby approved.

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2018.

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

ATTESTED and FILED in my office this
_____ day of _____, 2018

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

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND
VILLAGE OF LINCOLNWOOD**

The Illinois Department of Transportation (IDOT) (Grantor), with its principal office at 2300 S. Dirksen Parkway, Springfield Il, 62764
and VILLAGE OF LINCOLNWOOD (Grantee), with its principal office at 6900 North Lincoln Avenue, Lincolnwood, IL 60712,
and payment address (if different than principal office) at Same
hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 085870525 is Grantee's correct DUNS number, that 366005973 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
- Sole Proprietorship
- Partnership
- Corporation (includes Not For Profit)
- Medical Corporation
- Governmental Unit
- Estate or Trust
- Grantee has not received a payment from the State of Illinois in the last two years. Grantee must submit a W-9 tax form with this Agreement
- Pharmacy - Non Corporate
- Pharmacy/Funeral Home/Cemetery Corp.
- Tax Exempt
- Limited Liability Company (select applicable tax classification)
 - P = partnership
 - C = corporation

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed are estimated to be \$ 75,000, of which \$, are federal funds. Grantee agrees

to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 366005973, the Federal awarding agency is The Federal Highway Administration, and the Federal Award date . If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Highway Planning and Construction and Number is 20.205. The Catalog of State Financial Assistance (CSFA) Number is 494420495.

1.4 Term. This Agreement shall be effective on Execution Date and shall expire See Exhibit E unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Transportation

VILLAGE OF LINCOLNWOOD

By: _____
Signature of Secretary of Transportation

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: Randall S. Blankenhorn

Date: _____
Printed Name: _____
E-mail: _____

By: _____
Signature of Director of Program Development

Date: _____
Printed Name: Priscilla A. Tobias, P.E.

By: _____
Signature of Chief Counsel

By: _____
OR Signature of Other Approver's Title, if applicable

Date: _____
Printed Name: William M. Barnes

Date: _____
Printed Name: _____

By: _____
Signature of Chief Fiscal Officer (CFO)

By: _____
Signature of Other Approver's Title, if applicable

Date: _____
Printed Name: Jeff Heck

Date: _____
Printed Name: _____

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing under the laws of the State in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The Federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE or Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.11 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

**ARTICLE IX
CRIMINAL DISCLOSURE**

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

**ARTICLE X
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, OR ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

**ARTICLE XV
AUDIT REQUIREMENTS**

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2 Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends more than \$300,000 in Federal and State Awards, singularity or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than \$300,000 in Federal and State awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the audit period.

15.3 "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards) and State Awards, singularity or in any combination, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The audit and reporting package (including data collection form and management letters) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and State Awards combined, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(iii), above.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

**ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with the applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, senior management, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION AND RECONSTRUCTION OF BOARD MEMBERSHIP

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1 Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

25.1 Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the State of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

**ARTICLE XXVI
MISCELLANEOUS**

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

PROJECT DESCRIPTION

 Illinois Department of Transportation	Grantee	Grantor-Let Contract	Day Labor	Grantee Administered	RR Force Account
	VILLAGE OF LINCOLNWOOD	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Section Number	Fund Type	ITEP, SRTS, or HSIP Number(s)		
	17-00063-00-CH	STATE			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-017-18			

Location

Local Name Illinois Route 50(Cicero Avenue) and Touhy Route Illinois Route 50 Length (mi)
 Termini _____

Current Jurisdiction State TIP Number _____ Existing Structure No _____

PROJECT DESCRIPTION

(PROJECT is defined as the work proposed and financed by the terms of this Agreement)

CSFA Number: 494420495

GATA Registration Number: 681472

Phase 1 Engineering for Channelization

EXHIBIT B

DELIVERABLES OR MILESTONES

As applicable, contracts or side agreements referenced below are identified with the same project identifying numbers as noted in Exhibit A.

Construction: Completion of construction activities as specified by the construction contract herein incorporated by reference.

Preliminary and Construction Engineering: Completion of engineering work as specified by the Grantee's engineering agreement herein incorporated by reference.

Right-of-Way: Preparation of right-of-way documents and/or purchase of right-of-way.

Utilities: Completion of utility relocation or adjustment as specified by the Grantee's agreement with the utility herein incorporated by reference.

Materials: Purchase and delivery of the materials specified by the material proposal herein incorporated by reference.

Railroads: Completion of railroad force account work, flagging, or other work specified by the Grantee's agreement with the railroad herein incorporated by reference.

EXHIBIT C

PAYMENT

Division of Cost/Budget

Type of Work	%	STATE	%	LOCAL	%	Total
Participating Construction	()		()		()	
Non-Participating Construction	()		()		()	
Preliminary Engineering	()	75,000	(30)	175,000	(70)	
Construction Engineering	()		()		()	
Right of Way	()		()		()	
Railroads	()		()		()	
Utilities	()		()		()	
Materials	()		()		()	\$250,000
TOTAL		\$ 75,000		\$ 175,000		\$ 250,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **GRANTEE** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

GRANTOR-Let Contract Work

METHOD A---Lump Sum (80% of **GRANTEE's** obligation) _____

METHOD B--- _____ Monthly Payments of _____ due by the _____ of each successive month.

METHOD C---**GRANTEE's** Share _____ divided by estimated total cost multiplied by actual progress payment.

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **GRANTEE** will pay to the **GRANTOR** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **GRANTEE's** estimated obligation incurred under this Agreement. The **GRANTEE** will pay to the **GRANTOR** the remainder of the **GRANTEE's** obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the **GRANTEE** will pay to the **GRANTOR**, a specified amount each month for an estimated period of months, or until 80% of the **GRANTEE's** estimated obligation under the provisions of the Agreement has been paid, and will pay to the **GRANTOR** the remainder of the **GRANTEE's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **GRANTEE** will pay to the **GRANTOR** within thirty (30) calendar days of receipt, an amount equal to the **GRANTEE's** share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

GRANTEE Administered Projects or Day Labor To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

Railroad Related Work Only The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Studies and Plans Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with **GRANTOR** maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The **GRANTEE** is responsible for the payment of the railroad related expenses in accordance with the **GRANTEE**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates shall be in accordance with the Division of Cost.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Anthony J. Quigley
Title: Regional Engineer
Address: 201 West Center Ct
Phone: 847 705 4110
TTY#: _____
Fax#: _____
E-mail Address: anthony.quigley@illinois.gov

GRANTEE CONTACT

Name: Barry I. Bass
Title: Village President
Address: 6900 North Lincolnwood
Phone: 847 745 4717
TTY#: _____
Fax#: _____
E-mail Address: bbass@lwd.org

Additional Information:

EXHIBIT E

PERFORMANCE MEASURES

For All Projects: To complete this phase of the project within three (3) years from the date this agreement is approved by the **GRANTOR** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).

The **GRANTEE** will submit to the **GRANTOR** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

The **GRANTEE** shall provide the final report to the appropriate **GRANTOR** district within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

For Federally Funded Projects: To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires **GRANTORS** and **GRANTEES** to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **GRANTOR** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

For GRANTOR-Let Projects: To remit payments to the **GRANTOR** in a timely manner as required under Payment Methods A, B, or C in Exhibit C. Failure to remit the payment(s), shall allow the **GRANTOR** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **GRANTOR** to **GRANTEE** on this or any other contract. The **GRANTOR**, at its sole option, upon notice to the **GRANTEE**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

For Preliminary Engineering: To begin right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **GRANTEE**. In the event that this work is not started within this timeframe, the **GRANTEE** will repay the **GRANTOR** any Federal funds received under the terms of this Agreement.

For Right-of-Way Acquisition: To begin construction of the project on this right-of-way by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **GRANTEE**. In the event that construction is not started within this timeframe, the **GRANTEE** will repay the **GRANTOR** any Federal Funds received under the terms of this Agreement.

EXHIBIT F

PERFORMANCE STANDARDS

Performance standards are contained herein and incorporated by reference:

- The current Standard Specifications for Road and Bridge Construction
- The current Supplemental Specifications and Recurring Special Provisions
- The IDOT Bureau of Local Roads and Streets Manual
- The IDOT Bureau of Construction Manual
- The IDOT Project Procedures Guide
- Other relevant IDOT policy manuals and guides that may govern the specific work contemplated by this Agreement

EXHIBIT G

SPECIFIC CONDITIONS

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE		
	<u>FISCAL & ADMINISTRATIVE</u>	<u>PROGRAMMATIC</u>
<i>(1) The nature of the additional requirements</i>	Project process thru the Bureau of Local Roads and Streets (BLR&S)	N/A
<i>(2) The reason why the additional requirements are being imposed</i>	Following Federal Guidelines to be eligible for possible future funding for Construction.	N/A
<i>(3) The nature of the action needed to remove the additional requirement, if applicable</i>	N/A	N/A
<i>(4) The time allowed for completing the actions if applicable</i>	N/A	N/A
<i>(5) The method for requesting reconsideration of the additional requirements imposed</i>	N/A	N/A

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

THE GRANTEE AGREES:

- (1) To acquire in its name, or in the name of the **GRANTOR** if on the **GRANTOR** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established **GRANTOR** policies and procedures. Prior to advertising for bids, the **GRANTEE** shall certify to the **GRANTOR** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **GRANTEE**, and the **GRANTOR** and the Federal Highway Administration (**FHWA**), if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **GRANTOR** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (8) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (9) To regulate parking and traffic in accordance with the approved project report.
To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (10) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (11) If the **GRANTEE** signature is by an appointed official, a resolution authorizing said appointed official to execute this agreement is required.
- (12) For **GRANTEE** Administered Projects: Upon approval of the final plans and specifications by the **GRANTOR** and the **GRANTEE**, the **GRANTEE** agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the **GRANTOR**.

The **GRANTEE** agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the **GRANTOR**.

- (13) (For **GRANTOR**-Let Contracts): That execution of this agreement constitutes the **GRANTEE**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **GRANTOR**.

By execution of this Agreement, the **GRANTEE** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **GRANTEE** share of project costs. A copy of the authorizing resolution or ordinance is attached in Part Three.

THE GRANTOR AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **GRANTEE's** certification of compliance with Titles II and III requirements.
- (2) (**GRANTOR-Let Contracts**) To receive bids for the construction of the proposed improvement when the plans have been approved by the **GRANTOR** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (**Day Labor**) To authorize the **GRANTEE** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **GRANTEE** for that portion of the cost payable from Federal and/or **GRANTOR** funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (**GRANTEE Administered Projects**) For agreements with Federal and/or **GRANTOR** funds in engineering, right-of-way, utility work and/or construction work:
 - (a) To reimburse the **GRANTEE** for the Federal and/or **GRANTOR** share on the basis of periodic billings within timeframes specified in Exhibit E, provided said billings contain sufficient cost information and show evidence of payment by the **GRANTEE**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **GRANTOR** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **GRANTOR**.
- (5) The **GRANTEE** will submit supporting documentation with each request for reimbursement from the **GRANTOR**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **GRANTEE** invoice requests to the **GRANTOR** will be submitted with sequential invoice numbers by project.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 13.3(a), 14.1, 14.3, and 24.1 for information that may be required in this **PART TWO**.]

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

Attachments:

1. Location Map
2. Local Agency Appropriation Resolution (*state let construction projects only*)
- 3.
- 4.
- 5.

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 14.1, 14.3, and 24.1 for information that may be required in this **PART THREE**.]

Request For Board Action

REFERRED TO BOARD: January 16, 2018

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Approval of a Resolution for the Touhy Avenue Overpass Pertaining to the Following: A) Approving a Utility Relocation Agreement with Commonwealth Edison; and B) Approving a Prior Approval Authorization of Contract Change with the Illinois Department of Transportation

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On October 21, 2011, the Village was awarded a Congestion Mitigation and Air Quality (CMAQ) grant for construction of the bicycle/pedestrian overpass at Touhy Avenue on the Commonwealth Edison right-of-way (ComEd ROW). The grant covers 80% of the design and construction cost. Following completion of the design, the CMAQ Board authorized a total project cost of \$4,432,300 (\$3,545,840 in grant funds and \$886,460 in local funds).

As part of the project, there is an aerial electric line on the south side of Touhy Avenue that is owned by ComEd and needs to be relocated because it is in conflict with the bridge approach. ComEd plans to bury the line; however, since the project is taking place on their property, they will not pay for the relocation. The project cannot continue to move forward without this electric line being relocated.

On July 18, 2017, the Village Board adopted Ordinance No. 2017-3281 which approved a local public agency agreement for Federal participation in the Touhy Avenue Overpass project. This agreement spells out the Federal and local responsibilities for construction, construction oversight, and utility relocation. A total of \$99,800 was included for utility relocation. This amount was based on an estimate developed by the design engineer. ComEd was requested to provide a cost estimate; however, they were unable to do so before the deadline to submit the local agency agreement to the Illinois Department of Transportation (IDOT). Had the local agency agreement not been submitted on time, the project would not have been included on IDOT's August bid schedule and construction would have likely not begun until spring.

After IDOT awarded a construction contract to Areatha Construction, a utility coordination meeting was held to discuss the logistics of the relocation work. Following that meeting, ComEd provided the Village with a letter that outlines the cost and terms of the utility relocation work. ComEd estimates that the work will cost a total of \$139,745 and they require a 50% deposit before the work can begin. Staff and the consulting engineers worked with ComEd and IDOT to determine if the deposit could be waived or paid by IDOT. ComEd was unwilling to waive the deposit requirement and IDOT was unwilling to pay the deposit up front.

IDOT has informed staff that if the Village were to pay the full cost to relocate the utilities, the Village would be reimbursed the amount approved by the grant. Currently, the grant would only cover 80% of \$99,800 (as identified in the local agency agreement) rather than 80% of the full \$139,745; however, staff and the consulting engineer plan to return to the CMAQ Board once the actual cost of construction is better known to balance the grant funds and staff has been informed that it is likely the request for additional funds would be approved. Additionally, IDOT has informed staff that in these situations, it is their practice to pay the contractor (Areatha Construction) for the utility relocation work and the contractor would reimburse the Village. Areatha has provided the Village with a letter committing to said reimbursement. In order to approve this work through IDOT, a Prior Approval Authorization of Contract Change form needs to be submitted.

FINANCIAL IMPACT:

Sufficient funds have been included in the FY 2017/2018 ComEd ROW Fund for the local match to construct the Touhy Avenue Overpass. Utility relocation was anticipated as part of the local match.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed Utility Relocation Agreement
3. Proposed Prior Approval Authorization of Contract Change
4. Letter from Areatha Construction

RECOMMENDED MOTION:

Move to approve a Resolution approving a utility relocation agreement with Commonwealth Edison and approving a prior approval authorization of contract change with the Illinois Department of Transportation for the Touhy Avenue Overpass project.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

A RESOLUTION APPROVING AN AGREEMENT WITH COMMONWEALTH EDISON COMPANY, AND APPROVING A PRIOR APPROVAL AUTHORIZATION OF CONTRACT CHANGE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION, FOR THE TOUHY AVENUE OVERPASS PROJECT

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 Federal Highway Administration and the Federal Transit Administration jointly administer the Congestion Mitigation and Air Quality Improvement program ("**CMAQ**"), which authorizes state departments of transportation to award grants for surface transportation projects that are designed to improve air quality and reduce congestion; and

WHEREAS, the Illinois Department of Transportation ("**IDOT**") administers CMAQ grants; and

WHEREAS, the Village applied for, and received, a CMAQ grant for the construction of a bicycle and pedestrian overpass over Touhy Avenue ("**Project**"); and

WHEREAS, as a condition of receiving the CMAQ grant, on July 18, 2017, the Village Board approved a Local Agency Agreement for Federal Participation with IDOT for the Project ("**Local Agency Agreement**"); and

WHEREAS, in order to commence the Project, it is necessary for Commonwealth Edison Company ("**ComEd**") to relocate overhead and underground electric facilities within a right-of-way owned by ComEd ("**Electric Facilities Relocation**"); and

WHEREAS, before ComEd will complete the Electric Facilities Relocation, the Village must enter into: (i) an agreement with ComEd ("**Relocation Agreement**"); and (ii) a prior approval authorization of contract change with IDOT, concerning the Local Agency Agreement ("**Authorization of Change**"); and

WHEREAS, the Village President and Board of Trustees have determined that entering into the Relocation Agreement with ComEd and Authorization of Change with IDOT will serve and be in the best interest of the Village;

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

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

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

SECTION 3. APPROVAL OF AUTHORIZATION OF CHANGE. The Authorization of Change by and between the Village and IDOT is hereby approved in substantially the form attached to this Resolution as **Exhibit B**.

SECTION 4. EXECUTION OF RELOCATION AGREEMENT AND PAYMENT. The Village Manager is hereby authorized and directed to: (i) execute and attest, on behalf of the Village, the Relocation Agreement and all necessary documentation related thereto; and (ii) make a payment to ComEd on behalf of the Village, pursuant to the Relocation Agreement, in an amount not to exceed \$139,745.00.

SECTION 5. EXECUTION OF AUTHORIZATION OF CHANGE. The Director of Public Works is hereby authorized and directed to execute and attest, on behalf of the Village, the Authorization of Change and all necessary documentation related thereto.

SECTION 6. 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 _____, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2018.

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

ATTESTED and FILED in my office this
_____ day of _____, 2018

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

Exhibit A

Relocation Agreement

Exhibit B

Authorization of Change

Commonwealth Edison Company
Public Relocation Department
One Lincoln Centre
Oak Brook Terrace, IL 60181

www.comed.com

An Exelon Company

October 25, 2017

Andrew Letson
Director of Public Works
Village of Lincolnwood
7001 N. Lawndale Avenue
Lincolnwood, IL 60712

Project: H17046SKO
Work Order: 14658645
EPS Project: 17FRD138

Re: Relocation of overhead & underground electric facilities within CE ROW for Touhy Av Pedestrian/Bike Trail Bridge.

Dear Andrew,

This letter is regarding the Village of Lincolnwood's request to remove ComEd's overhead electric line and lower an underground cable crossing within CE Transmission ROW. More specifically, the subject electric lines are currently situated within CE Transmission ROW south of Touhy Avenue and east of Kilpatrick in Lincolnwood.

The engineered estimate of cost to relocate the existing overhead & underground facilities is approximately **\$139,745.00**. The cost represents an engineered design cost estimate only and is not a final cost for ComEd to provide any work to relocate the subject facilities. **The final construction costs may differ depending on the mutual agreement of facilities relocated, final construction, difficulty of work area and what the accepted contract bid is for performing some or all of the work. The Village should take note that final costs will be based off the total actual charges that ComEd incurs to complete this project.**

General Assumptions:

- This estimate is for the relocation of ComEd electric facilities only. The village will need to contact other utilities for their relocation cost, if applicable.
- This estimate is based upon current tariffs with no escalation.
- Construction estimate and schedule is based on normal 40-hour workweek, without overtime, weekend, or Holiday work.
- Estimate does not include delays related to permitting needs required by governmental entities including municipalities or other optional facilities charges.
- Project scope provides no additional capacity, contingency or redundancy above what is specifically stated. Change in scope will result in additional charges. Estimate does not include any enhanced reliability.

Others Responsibilities:

- Other's will be responsible to obtain all permits and easements/ROW at the other's expense as necessary to support ComEd's construction schedule and installation methods, including but not limited to trimming without restriction.
- All ComEd customers which require service entrance modifications (overhead to underground or relocated overhead service drops) are the responsibility of the city.
- Each switchgear being installed will require a minimum 10' x 22' parcel. This will have to be discussed in detail with the property owners.
- No landscaping or beautification will be provided by ComEd, only rough grade back fill of all areas disturbed by the ComEd construction removal and installation of equipment. All restoration, finished grading, sod and/or seeding is to be completed by other's within both the right-of-way and private property areas.
- Soil remediation will be the responsibility of other's.
- Other's to provide ComEd with all required easements for underground facilities being installed.



Please attach a copy of this approved form to the BC-22, Authorization of Contract Change, submitted for this work.

Contract Number 61D97

Authorization Number 2

FHWA Approval Required Yes No

Awarded Contract Value: \$3,937,162.15

Estimated Cost of this Authorization: \$139,745.00

County: Cook
Section: 12-00059-00-BR

Route: Lincolnwood Valley (Line Trail)
District: 01
Contract No.: 61D97
Job No.:
Project: CMM-4003(025)

Determination

The undersigned determine that the change is germane to the original contract as signed, because:

- Provision for this work is included in the original contract.
- Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract and department policy.
- The change represents an adjustment required by the contract, based on unpredictable developments in the work.
- The change in design is necessary to fulfill the original intent of the contract.
- Other: Explain:

Location and Description of Work:

Lincolnwood Valley Trail Pedestrian Bridge over Touhy Avenue.
Relocation of ComEd utilities on ComEd ROW to facilitate construction of the Pedestrian Bridge ove Touhy Avenue.

Reason:

Per the attached Local Agency Agreement for Utility Relocation, IDOT will be reimbursing ComEd for utilities that are located on ComEd ROW due to the construction of the Lincolnwood Valley Trail Pedestrian Bridge. ComEd is requiring 50% payment up front which will be paid by the Village of Lincolnwood with the understanding that IDOT will reimburse the Village for the Department's matching portion. ComEd will provide detailed invoices at the completion of the work for final payment.

_____	_____
Date	Prepared By
_____	_____
Date	Regional Engineer
_____	_____
Date	Engineer of Construction
_____	_____
Date	Director of Highways PI/Chief Engineer

THE STATE OF ILLINOIS By the Department of Transportation	
By _____	_____
Secretary	Date
By: _____	
By _____	_____
Director - Finance Administration	Date
By _____	_____
Chief Counsel	Date

FHWA	
Acceptable to Proceed:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Approved for Participation:	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____
FHWA Representative	Date

Contract #: 61D97
Authorization Number: 2
Contractor: Areatha Construction Company
Page 2

Description and Reason
FRC00200 COMED UTIL RELOCATE

Per the attached Local Agency Agreement for Utility Relocation, IDOT will be reimbursing ComEd for utilities that are located on ComEd ROW due to the construction of the Lincolnwood Valley Trail Pedestrian Bridge. ComEd is requiring 50% payment up front which will be paid by the Village of Lincolnwood with the understanding that IDOT will reimburse the Village for the Department's matching portion. ComEd will provide detailed invoices at the completion of the work for final payment. The Contractor will be reimbursed to the exact amount of money as billed by ComEd for its services.

The Contractor will be paid for this invoiced amount in accordance with Article 109.04 of the Standard Specifications under COMED UTIL RELOCATE (FRC00200). The Village of Lincolnwood will then be reimbursed by the Contractor.

Pay Item	Quantity	Unit Cost	Total Cost
FRC00200 COMED UTIL RELOCATE	1.0 Lump Sum	\$139,745.00	\$139,745.00
TOTAL			\$139,745.00

January 5, 2018

To,
Andrew Leston
Director of Public Works
Village of Lincolnwood
7001 N. Lawndale Avenue
Lincolnwood, IL 60712

REF: Reimbursement for Com Ed relocation work
IDOT Contract# 61D97

Dear Mr. Leston,

This is to confirm that Areatha Construction Co., Inc. will pay the Village of Lincolnwood all the reimbursement money they receive from IDOT for Com Ed relocation work (Authorization#2) with the exception of their markup per IDOT specification. If Areatha Construction Co., Inc. fails to pay the Village of Lincolnwood we hereby authorize you to deduct the reimbursement amount except for the mark up from our progress payment for the work we perform on the referenced contract.

Please feel free to contact me if you need any more information regarding this matter.

Yours truly,



Raj Patel
Vice President



Request For Board Action

REFERRED TO BOARD: January 16, 2018

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance in Case #PC-08-17 Approving a Final Plat of Subdivision and Subdivision Variation for 6530 North Lincoln Avenue, as well as Special Uses Related to Parking Located in the Front Yard and Variations Related to Building Setbacks and Parking Lot Design on Both Parcels Resulting from the Requested Subdivision

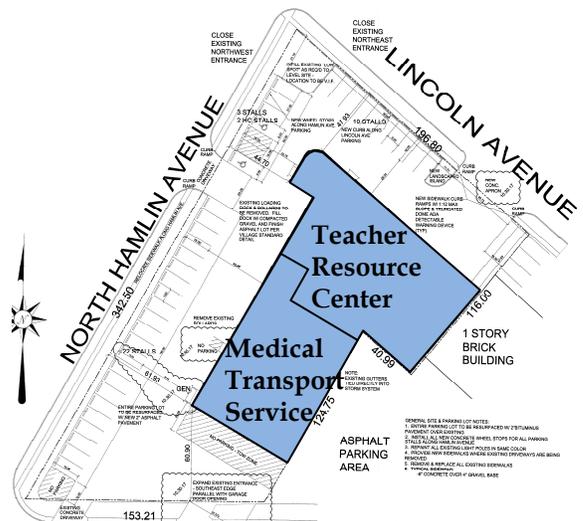
SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Bais Medrash Binyan Olam (BMBO), Property Owner of 6530 North Lincoln Avenue, wishes to adapt the existing structure on the property for two distinct uses. The northern portion of the building (fronting on Lincoln Avenue) would house an education resource center for teachers to receive training and curriculum support, which is a permitted use in the B-1 Zoning District. The southern portion of the building (fronting on Arthur Avenue) would house a medical transport service with ambulance bays and storage that would be maintained and operated by a not-for-profit, volunteer service provider. This is not a permitted use in the B-1 Zoning District and would require subdivision of the existing lot and rezoning of the resulting southern parcel.

Historically, the building has housed a variety of different businesses, from an auto dealership to a Tribune Publications warehouse and distribution facility. However, it has been vacant for several years. Approximately three years ago, the property was purchased by a bank with the intent to tear down the structure in order to build a new bank facility. The bank proceeded through the zoning process, seeking relief necessary to permit the proposed new bank structure and was granted approval in August, 2014. As part of that approval, the property was rezoned so that the then split-zoned property, with B-1 Zoning on the front half of the property and M-B Zoning on the back half, was united under one B-1 Zoning District. However, the bank invested in a different property for their new facility, and, as a result, this property was sold to the current owner.



Existing Property at 6530 North Lincoln Avenue



Proposed Uses in Existing Building Footprint

BMBO would like to subdivide the building and the property for two specific not-for-profit users. The 1.03- acre property is currently zoned B-1, Traditional Business and is in the Business/Residential Transition Area in the Lincoln Avenue Overlay District which is intended to promote neighborhood commercial uses and pedestrian access. B-1 commercial properties, including commercial service and office uses, are located on either side of this property along Lincoln Avenue.



Rendering of the Proposed Development

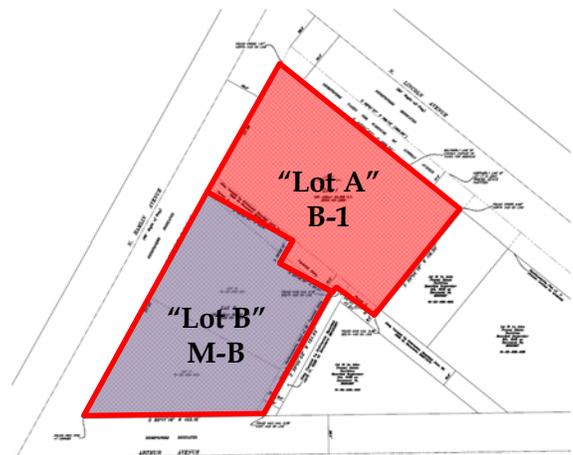
REQUESTED ACTIONS:

The proposed development requires the following approvals related to subdivision of the property, rezoning of one of the resulting parcels, and Special Uses and Variations on both of the resulting parcels:

- *Subdivision of the existing property from one current zoning lot to two new parcels.* The new parcel line would bisect the existing building, resulting in portions of the building on each new parcel. For the purposes of this report, “Lot A” would front on Lincoln Avenue and Hamlin Avenue, and “Lot B” would front on Arthur Avenue and Hamlin Avenue.
- *Variation from Section 16-5-2 of the Subdivision Ordinance.* This Section states that “no consolidation of more than two lots shall be permitted unless a Variation is granted pursuant to Article 9 of this Chapter 16.” The proposed development triggers this Variation requirement since there are currently three parcels that make up the existing zoning lot.
- *Rezoning of “Lot B” to the M-B District.* This would allow the proposed medical transport service and storage facility in the southern portion of the existing building.
- *Zoning relief for “Lot A” including the following:*
 - *Variation from Section 6.14(1)g of the Zoning Ordinance.* This Section states that “a six-inch continuous poured-in-place concrete curb shall separate all drive and parking surfaces from landscape areas.” The edge of the parking lot running along Hamlin Avenue and north of the Hamlin Avenue curb cut designated to remain does not include a six-inch curb.
 - *Variation from Section 4.13 of the Zoning Ordinance.* This section requires that properties in the B-1 District provide a rear setback of ten feet. The subdivision of the property and the dimensions of “Lot A” result in the



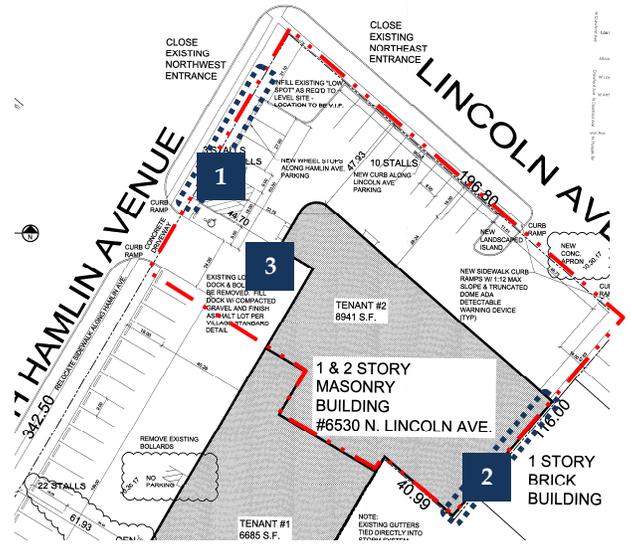
Existing Parcel Configuration and Zoning



Proposed Parcel Configuration and Zoning

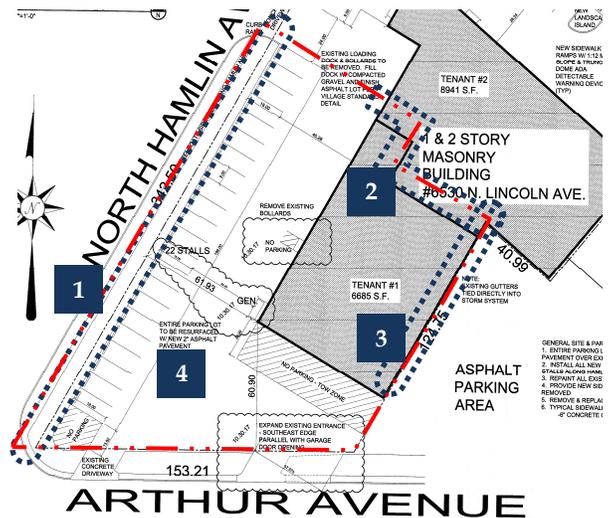
southeast lot line being designated as the rear lot line. The existing structure is built up to this lot line.

- *Special Use approval as per Section 7.06(5) of the Zoning Ordinance.* This section states that parking in the front yard of a property in the B-1 Zoning District requires Special Use approval. The subdivision of the property and the dimensions of "Lot A" result in the Hamlin Avenue frontage being designated as the front lot line, and the proposed plan shows parking between this lot line and the façade of the existing building.
- Zoning relief for "Lot B" including the following:
 - *Variation from Section 6.14(1)g of the Zoning Ordinance.* This Section states that "a six-inch continuous poured-in-place concrete curb shall separate all drive and parking surfaces from landscape areas." The edge of the parking lot running along Hamlin Avenue does not include a six-inch curb.
 - *Variation from Section 4.14 of the Zoning Ordinance.* This Section requires that properties in the M-B District provide a side yard setback of five feet and a rear setback of five feet. The subdivision of the property and the dimensions of "Lot B" result in the southeast interior lot line being designated as the side lot line and the northeast interior lot line being designated as the rear lot line. The existing structure is built up to the side lot line, and the subdivision of the property will result in the building extending up to and beyond the rear lot line.
 - *Special Use approval as per Section 7.06(5) of the Zoning Ordinance.* This Section states that parking in the front yard of a property in the M-B Zoning District requires Special Use approval. The subdivision of the property and the dimensions of "Lot B" result in the Arthur Avenue frontage being designated as the front lot line, and the proposed plan shows parking between this lot line and the façade of the existing building.



"Lot A" Requested Zoning Relief:

- 1) Uncurbed Proposed Parking Area
- 2) Non-compliant Rear Yard Setback
- 3) Parking in the Front Yard



"Lot B" Requested Zoning Relief:

- 1) Uncurbed Proposed Parking Area
- 2) Non-compliant Rear Yard Setback
- 3) Non-compliant Side Yard Setback
- 4) Parking on the Front Yard

Public Hearing

The requests listed were considered during a December 6, 2017 Public Hearing held by the Plan Commission. Jordan Matyas (attorney), Clifford Town (project architect), and Tzvi Montrose (Hatzalah Chicago) were sworn in and spoke on behalf of the Petitioner.

Mr. Matyas reiterated the beneficial aspects of the proposed development, including the active use of an otherwise vacant property, increased landscaping along the edge of the parking area, and enhancements to the exterior façade of the building.

There was discussion among the Plan Commission as to whether or not the Variation for the six-inch curb was necessary, and whether or not it met the Variation standards in the Zoning Ordinance. Ultimately, the Plan Commission felt the request for the curb Variation was appropriate.

Chairman Yohanna expressed concerns about permitting a use along Lincoln Avenue that would not provide property or sales tax revenues to the Village. However, it was reiterated that the specific owner of a property or their status as a not-for-profit entity is not included as a standards for determining the appropriateness of the requested subdivision or zoning approvals.

The Plan Commission sought additional information regarding the operation of the medical transport service out of the southern portion of the existing building. Mr. Montrose provided additional detail regarding the nature of the service and any impacts in may have on surrounding properties.

Plan Commission Recommendation

The Plan Commission found that the requested subdivision and rezoning of the resulting southern parcel to the M-B District are appropriate based on their alignment with the goals of the Comprehensive Plan, compatibility with adjacent land uses, and intent to use the existing site and structure in a similar manner without introducing substantial new impacts to surrounding properties. A motion recommending approval of the Preliminary Plat of Subdivision of the property, Variation from the Subdivision Ordinance related to the consolidation of more than two parcels, rezoning of the resulting southern parcel to the M-B District, and Variations and Special Uses related to each resulting parcel was unanimously passed by a 6-0 vote. Chairman Yohanna requested that the item be included on the Village Board's regular agenda for consideration of final approval. However, it is the Village's standard practice to place requests that receive a unanimous favorable recommendation on the Village Board's consent agenda. (Subsequently, the Village Board approved the preliminary Plat of Subdivision at its December 19, 2017 meeting, and the Plan Commission unanimously approved the Final Plat of Approval at its January 3, 2018 meeting.)

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution Approving a Final Plat of Subdivision
2. Proposed Ordinance to Rezone Property to the M-B Zoning District
3. Proposed Ordinance Approving Special Use Permits and Variations
4. December 6, 2017 Plan Commission Staff Report
5. December 6, 2017 Plan Commission Meeting Minutes Excerpt
6. January 3, 2018 Plan Commission Meeting Minutes (Draft)
7. Map Amendment Public Hearing Application
8. Variations Public Hearing Application
9. Proposed Final Plat of Subdivision
10. Proposed Site Plan and Engineering
11. Renderings of the Proposed Development
12. Proposed Sign Plans
13. Petitioner Letter Regarding Lights and Sirens
14. Relevant Code Sections

RECOMMENDED MOTION:

Move to approve an Ordinance in Case #PC-08-17 approving a Final Plat of Subdivision and Subdivision Variation for 6530 North Lincoln Avenue, as well as Special Uses related to parking located in the front yard and Variations related to building setbacks and parking lot design on both parcels resulting from the requested Subdivision.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018-_____

A RESOLUTION APPROVING A FINAL PLAT OF SUBDIVISION

(6530 North Lincoln Avenue)

WHEREAS, Bais Medrash Binyan Olam ("**Owner**") is the owner of record of the property consisting of three lots comprising a total of approximately 1.03 acres, legally described in **Exhibit A**, and commonly and collectively known as 6530 North Lincoln Avenue, Lincolnwood, Illinois ("**Property**"); and

WHEREAS, the Owner desires to consolidate the three existing lots and resubdivide the Property into two lots of record identified as Lot 1 and Lot 2 on that certain plat titled "Final Plat of Subdivision for Shulman Addition to the Village of Lincolnwood," prepared by AES Services, Inc., with a latest revision date of December 21, 2017 ("**Final Plat**"); and

WHEREAS, the Owner applied for preliminary approval of a preliminary plat of subdivision ("**Preliminary Plat**") for the Property pursuant to Chapter 16 of the Municipal Code of Lincolnwood ("**Village Code**"); and

WHEREAS, on December 6, 2017, pursuant to and in accordance with Section 16-4-4 of the Village Code, the Village Plan Commission recommended approval of the Preliminary Plat; and

WHEREAS, on December 19, 2017, pursuant to and in accordance with Section 16-4-4 of the Village Code, the Village President and Board of Trustees approved the Preliminary Plat; and

WHEREAS, the Owner has now applied for approval of the Final Plat pursuant to Chapter 16 of the Village Code; and

WHEREAS, the Final Plat substantially conforms to the approved Preliminary Plat; and

WHEREAS, on January 3, 2017, pursuant to Section 16-4-5 of the Village Code, the Village Plan Commission recommended approval of the Final Plat;

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

SECTION 3. GRANT OF VARIATION. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Resolution, a variation from Section 16-5-2 of the Village Code to permit the consolidation of three lots is hereby approved with respect to the Plat, in accordance with, and pursuant to, Article 9 of Chapter 16 of the Village Code.

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

- A. The Applicant must secure the necessary approvals from all public utility companies, provide easement statements, and locate all existing easements on the Plat, prior to recordation;
- B. The Plat must include all certificates, signatures, and seals as required by Chapter 16 of the Village Code; and
- C. Survey monuments must be installed as required pursuant to Section 16-5-9 of the Village Code.

SECTION 5. EXECUTION OF FINAL PLAT. Upon satisfaction of the conditions set forth in Section 4 of this Resolution, the Village President and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Final Plat.

SECTION 6. RECORDATION OF THE FINAL PLAT. Upon execution of the Final Plat by the Village President and the Village Clerk, as provided in Section 5 of this Resolution, the Village Clerk is directed to cause the Final Plat to be recorded in the office of the Cook County Recorder.

SECTION 7. 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 _____, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2018.

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

ATTESTED and FILED in my office this
____ day of _____, 2018

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

#54964345_v2

EXHIBIT A
FINAL PLAT

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2018-_____

AN ORDINANCE REZONING PROPERTY
TO THE M-B LIGHT MANUFACTURING/BUSINESS ZONING DISTRICT
(6530 North Lincoln Avenue, Lot 2)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF JANUARY, 2018.

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 January, 2018

Village Clerk

ORDINANCE NO. 2018-_____

**AN ORDINANCE REZONING PROPERTY
TO THE M-B LIGHT MANUFACTURING/BUSINESS ZONING DISTRICT**
(6530 North Lincoln Avenue, Lot 2)

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, Bais Medrash Binyan Olam (“**Owner**”) is the record title owner of that certain property identified as Lot 2 on **Exhibit A**, located at the address commonly known as 6530 North Lincoln Avenue, Lincolnwood, Illinois, and legally described in **Exhibit B** attached to and, by this reference, made a part of this Ordinance (“**Property**”); and

WHEREAS, the Property is currently located within the B-1 Traditional Business Zoning District of the Village (“**B-1 District**”); and

WHEREAS, the Owner has submitted an application to the Village requesting that the Village rezone the Property into the M-B Light Manufacturing/Business Zoning District of the Village (“**M-B District**”); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on November 14, 2017, the Plan Commission of the Village of Lincolnwood (“**Plan Commission**”) conducted a public hearing on December 6, 2017, concerning amendments to the Village of Lincolnwood Official Zoning Map (“**Zoning Map**”) to rezone the Property into the M-B District (“**Requested Rezoning**”); and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the President and Board of Trustees approve the Requested Rezoning of the Property, as set forth in this Ordinance; and

WHEREAS, having considered the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that it will serve and be in the best interest of the Village and its residents to rezone the Property into the M-B District;

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

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

SECTION 2. ZONING MAP AMENDMENT. The Zoning Map of the Village is hereby amended to rezone the Property into the M-B District, in accordance with, and pursuant to, Section 5.16 of the Zoning Ordinance and the home rule powers of the Village.

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

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

PASSED this ____ day of January, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of January, 2018.

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

ATTESTED and FILED in my office this
____ day of January, 2018

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

EXHIBIT A

PLAT

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

LOT 2 OF THE SCHULMAN ADDITION TO THE VILLAGE OF LINCOLNWOOD, BEING A RESUBDIVISION OF LOTS 14, 15, AND 17 AND VACATED ALLEYS (EXCEPT THE NORTHEASTERLY 17 FEET OF SAID LOT 17, CONDEMNED FOR WIDENING LINCOLN AVENUE) IN THE JOHN PROESEL ESTATE PARTITION, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

Commonly referred to as 6350 North Lincoln Avenue, Lincolnwood, Illinois

P.I.N.: 10-35-326-004-0000, 10-35-326-001-0000, 10-35-326-002-0000

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2018-_____

AN ORDINANCE APPROVING SPECIAL USE PERMITS AND VARIATIONS

(6530 North Lincoln Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS _____ DAY OF JANUARY, 2018.

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 _____, 2018

Village Clerk

AN ORDINANCE APPROVING SPECIAL USE PERMITS AND VARIATIONS

(6530 North Lincoln Avenue)

WHEREAS, Bais Medrash Binyan Olam ("**Owner**") is the record title owner of that certain property commonly and collectively known as 6530 North Lincoln Avenue, which consists of two lots of record, identified as Lot 1 ("**Lot 1**") and Lot 2 ("**Lot 2**") on **Exhibit A**, attached to and, by this reference, made a part of this Ordinance, and legally described in **Exhibit B**, attached to and, by this reference, made a part of this Ordinance (Lot 1 and Lot 2 are collectively, the "**Property**"); and

WHEREAS, the Property is currently improved with a one and two story commercial building ("**Building**"), which is located on both Lot 1 and Lot 2, and off-street parking areas; and

WHEREAS, the Owner desires to use Lot 1 as an education resource center, and to use Lot 2 as a medical transport service; and

WHEREAS, on January 16, 2018, the Village adopted Resolution No. _____, approving a final plat of subdivision to consolidate and resubdivide the Property into Lot 1 and Lot 2 ("**Subdivision**"); and

WHEREAS, Lot 1 is located in the B-1 Traditional Business Zoning District ("**B-1 District**"); and

WHEREAS, on January 16, 2018, the Village adopted Ordinance No. _____ approving the rezoning of Lot 2 from the B-1 District to the M-B Light Manufacturing/Business Zoning District ("**M-B District**"); and

WHEREAS, pursuant to Section 4.13 of the Village of Lincolnwood Zoning Ordinance ("**Zoning Ordinance**"), a rear yard setback of ten feet is required in the B-1 District; and

WHEREAS, pursuant to Section 4.14 of the Zoning Ordinance, a minimum rear yard setback of five feet and a minimum side yard setback of five feet are required in the M-B District; and

WHEREAS, pursuant to Section 2.02 of the Zoning Ordinance, the front lot line of a lot is the lot line with the shortest length abutting the street, and the rear lot line is the line most distant and opposite from the front lot line; and

WHEREAS, the Subdivision of the Property into two lots of record reconfigured the shapes and dimensions of the lots, and, therefore, resulted in the designation of new front and rear lot lines for Lot 1 and Lot 2; and

WHEREAS, after the Subdivision of the Property, the portion of the Building located on Lot 1 is located zero feet from the rear lot line, in violation of Section 4.13 of the Zoning Ordinance; and

WHEREAS, after the Subdivision of the Property, the portion of the Building located on Lot 2 is located zero feet from the rear lot line and zero feet from the side lot line, in violation of Section 4.14 of the Zoning Ordinance; and

WHEREAS, pursuant to Section 7.06(5) of the Zoning Ordinance, open-air, off-street parking areas are prohibited within front yards, except upon issuance of a special use permit therefor; and

WHEREAS, the Subdivision of the Property also caused the existing off-street parking areas to be located within the front yards of both Lot 1 and Lot 2, in violation of Section 7.06(5) of the Zoning Ordinance; and

WHEREAS, Section 6.14(1)g of the Zoning Ordinance requires that a six-inch curb separate all drive and parking surfaces from landscaped areas; and

WHEREAS, portions of the existing off-street parking areas do not have a six-inch curb separating the parking surfaces from landscaped areas, in violation of Section 6.14(1)g of the Zoning Ordinance; and

WHEREAS, in order to use the existing Building and off-street parking areas for two distinct uses, the Owner has filed an application for: (i) special use permits to allow the off-street parking areas to be located in the respective front yards of Lot 1 and Lot 2; (ii) variations for Lot 1 from Sections 6.14(1)g and 4.13 of the Zoning Ordinance to reduce the rear setback requirement from ten feet to zero feet, and to eliminate the requirement to separate the off-street parking area from the landscaped areas with a six-inch curb; and (iii) variations for Lot 2 from Sections 6.14(1)g and 4.14 of the Zoning Ordinance, to reduce the side yard and rear yard setback requirements from five feet to zero feet, and to eliminate the requirement to separate the off-street parking area from the landscaped areas with a six-inch curb (collectively, the ***“Requested Relief”***); and

WHEREAS, a public hearing of the Plan Commission of the Village of Lincolnwood (***“Plan Commission”***) to consider approval of the Requested Relief was duly advertised in the *Lincolnwood Review* on November 14, 2017 and held on December 6, 2017; and

WHEREAS, on December 6, 2017, the Plan Commission made findings and recommendations in support of the Requested Relief, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Relief meets the required standards for special use permits and variations as set forth in Article V of the Zoning Ordinance; and

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

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

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

SECTION 2. APPROVAL OF SPECIAL USE PERMITS. In accordance with, and pursuant to, Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 4 of this Ordinance, the Village President and Board of Trustees hereby grant the following special use permits pursuant to Section 7.06(5) of the Zoning Ordinance to the Owner and the Property:

- A. Off-Street Parking Area in Required Front Yard of Lot 1. A special use permit to allow the location of open-air, off-street parking spaces within the required front yard of Lot 1; and
- B. Off-Street Parking Area in Required Front Yard of Lot 2. A special use permit to allow the location of open-air, off-street parking spaces within the required front yard of Lot 2.

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

- A. Variations Granted for Lot 1.
 - 1. Six-Inch Curb Variation. A variation from Section 6.14(1)g of the Zoning Ordinance to eliminate the requirement to separate the off-street parking area from the landscaped areas with a six-inch curb; and
 - 2. Rear Yard Setback Variation. A variation from Section 4.13 of the Zoning Ordinance to decrease the minimum rear yard setback, from 10 feet to zero feet.
- B. Variations Granted for Lot 2.
 - 1. Six-Inch Curb Variation. A variation from Section 6.14(1)g of the Zoning Ordinance to eliminate the requirement to separate the off-street parking area from the landscaped areas with a six-inch curb; and
 - 2. Rear Yard Setback Variation. A variation from Section 4.14 of the Zoning Ordinance to decrease the minimum rear yard setback, from five feet to zero feet.
 - 3. Side Yard Setback Variation. A variation from Section 4.14 of the Zoning Ordinance to decrease the minimum side yard setback, from five feet to zero feet.

SECTION 4. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approval granted pursuant to Sections 2 and 3 of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of 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 the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

- B. Compliance with Plans. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Property must comply with the following plans:
 - 1. The Final Plat of Subdivision for Shulman Addition to the Village of Lincolnwood, prepared by AES Services, Inc. and consisting of two sheets, with a latest revision date of October 13, 2017, copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit A;

 - 2. The Proposed Site Plan and Engineering Plan, prepared by Town Studios, Inc. and consisting of one sheet, with a latest revision date of October 30, 2017, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit C;

 - 3. The Renderings of the Proposed Development Plan, prepared by Town Studios, Inc. and consisting of one sheet, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit D;

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

SECTION 6. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Sections 2 and 3 of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Sections 2 or 3 of this Ordinance unless they first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-1 District as to Lot 1 and the M-B District as to Lot

2, and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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

SECTION 8. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance 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 9. 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 Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit F** 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; and
- B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 9.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees will have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2018.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this ____ day of _____, 2018.

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

ATTESTED and FILED in my office this
____ day of _____, 2018

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

EXHIBIT A

FINAL PLAT OF SUBDIVISION

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

Commonly known as: 6530 N. Lincoln Avenue, Lincolnwood, Illinois

LOT 1

LOT 1 OF THE SCHULMAN ADDITION TO THE VILLAGE OF LINCOLNWOOD, BEING A RESUBDIVISION OF LOTS 14, 15, AND 17 AND VACATED ALLEYS (EXCEPT THE NORTHEASTERLY 17 FEET OF SAID LOT 17, CONDEMNED FOR WIDENING LINCOLN AVENUE) IN THE JOHN PROESEL ESTATE PARTITION, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXPECT RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

P.I.N.: 10-35-326-004-0000, 10-35-326-001-0000, 10-35-326-002-0000

LOT 2

LOT 2 OF THE SCHULMAN ADDITION TO THE VILLAGE OF LINCOLNWOOD, BEING A RESUBDIVISION OF LOTS 14, 15, AND 17 AND VACATED ALLEYS (EXCEPT THE NORTHEASTERLY 17 FEET OF SAID LOT 17, CONDEMNED FOR WIDENING LINCOLN AVENUE) IN THE JOHN PROESEL ESTATE PARTITION, BEING A SUBDIVISION OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXPECT RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

P.I.N.: 10-35-326-004-0000, 10-35-326-001-0000, 10-35-326-002-0000

EXHIBIT C

PROPOSED SITE PLAN AND ENGINEERING PLAN

EXHIBIT D

RENDERINGS OF THE PROPOSED DEVELOPMENT

EXHIBIT F

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Bais Medrash Binyan Olam ("*Owner*") is the record title owner of that certain property commonly and collectively known as 6530 North Lincoln Avenue, which consists of two lots of record ("*Property*"); and

WHEREAS, Ordinance No. 2018-_____, adopted by the Village President and Board of Trustees on _____, 2018 ("*Ordinance*"), grants special use permits and variations to the Owner in connection with the existing building and parking lots on the Property; and

WHEREAS, Section 9 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner has filed, 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 Owner does hereby agree and covenant as follows:

1. The Owner hereby unconditionally agrees to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner 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 Owner 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 the special use permit or variations for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.
4. The Owner 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 special use permit and variations for the Property.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2018

ATTEST:

BAIS MEDRASH BINYAN OLAM

By: _____



Plan Commission Staff Report

Case #PC-08-17

December 6, 2017

Subject Property:

6530 North Lincoln Avenue

Zoning District:

B-1, Business/Residential Transition Area

Petitioner:

Bais Medrash Binyan Olam,
Property Owner

Nature of Request: Petitioner seeks approval of subdivision of the property into two parcels, rezoning of one of the resulting parcels, and approval of Variations to allow for two distinct uses to be operated out of attached structures on the resulting parcels.



Requested Actions:

Subdivision: Consolidate and resubdivide three existing parcels into two resulting parcels referred to as “Lot A” and “Lot B” for the purposes of this report with “Lot A” fronting on Lincoln Avenue and Hamlin Avenue, and “Lot B” fronting on Arthur Avenue and Hamlin Avenue.

Subdivision Variation: The requested subdivision requires Variation from Section 16-5-2 of the Village Code which prohibits the consolidation of more than two parcels through subdivision.

Rezoning: Rezone “Lot B” to M-B, Manufacturing and Business zoning district to accommodate a medical transport service and storage facility that staff classifies as a warehouse use.

Zoning Relief for “Lot A”

1. Variation to allow a structure with no setback in the rear yard;
2. Variation to allow a portion of the parking lot to not include a 6” curb; and
3. Special Use approval for parking in the front yard.

Zoning Relief for “Lot B”

1. Variation to allow a structure with no setback in the side yard;
2. Variation to allow a structure with no setback in the rear yard;
3. Variation to allow a portion of the parking lot to not include a six-inch curb; and
4. Special Use approval for parking in the front yard.

Notification: Notice in Lincolnwood Review dated November 14, 2017, Public Hearing Sign Installed at 6733-6735 North Lincoln Avenue, and Mailed Legal Notices Dated November 16, 2017 to Properties within 250 Feet.

Summary of Request

Bais Medrash Binyan Olam (BMBO), Property Owner of 6530 North Lincoln Avenue, wishes to adapt the existing structure on the property for two distinct uses. The northern portion of the building (fronting on Lincoln Avenue) would house an education resource center for teachers to receive training and curriculum support, which is a permitted use in the B-1 Zoning District. The southern portion of the building (fronting on Arthur Avenue) would house a medical transport service with ambulance bays and storage that would be maintained and operated by a not-for-profit, volunteer service provider. This is not a permitted use in the B-1 Zoning District and would require subdivision of the existing lot and rezoning of the resulting southern parcel.

Historically, the building has housed a variety of different businesses, from an auto dealership to a Tribune Publications warehouse and distribution facility. However, it has been vacant for several years. Approximately three years ago, the property was purchased by a bank with the intent to tear down the structure in order to build a new bank facility. The bank proceeded through the zoning process, seeking relief necessary to permit the proposed new bank structure and was granted approval in August, 2014. As part of that approval, the property was rezoned so that the then split-zoned property, with B-1 Zoning on the front half of the property and M-B Zoning on the back half, was united under one B-1 Zoning District. However, the bank invested in a different property for their new facility, and, as a result, this property was sold to the current owner.

BMBO would like to subdivide the building and the property for two specific not-for-profit users. The 1.03- acre property is currently zoned B-1, Traditional Business and is in the Business/ Residential Transition Area in the Lincoln Avenue Overlay District which is intended to promote neighborhood commercial uses and pedestrian access. B-1 commercial properties, including commercial service and office uses, are located on either side of this property along Lincoln Avenue.



Rendering of the Proposed Development

Requested Approvals

The proposed development requires the following approvals related to subdivision of the property, rezoning of one of the resulting parcels, and Variations on both of the resulting parcels:

Property Subdivision

The existing property is made up of three parcels that collectively make up the 1.03-acre zoning lot. In order to accommodate the medical transport service in the southern portion of the building, the property must be subdivided. The new parcel line would bisect the existing building, resulting in portions of the building on each new parcel. For the purposes of this report, “Lot A” would front on Lincoln Avenue and Hamlin Avenue, and “Lot B” would front on Arthur avenue and Hamlin Avenue.

Subdivision Variation: Section 16-5-2 of the Village Code states that *“no consolidation of more than two lots shall be permitted unless a Variation is granted pursuant to Article 9 of this Chapter 16.”* The proposed development triggers this Variation requirement since there are currently three parcels that make up the zoning lot. Such Variation requests fall under the purview of the Plan Commission and can be considered concurrently with other requests for zoning relief.

Rezoning: The proposed medical transport service and storage facility in the southern portion of the existing building (located on the proposed “Lot B”) would classify as a warehouse use according to the Zoning Ordinance. This use is not permitted in the B-1 Zoning District. The permissibility of this use would require a rezoning of “Lot B” to the M-B, Manufacturing and Business Zoning District.



Existing Parcel Configuration and Zoning

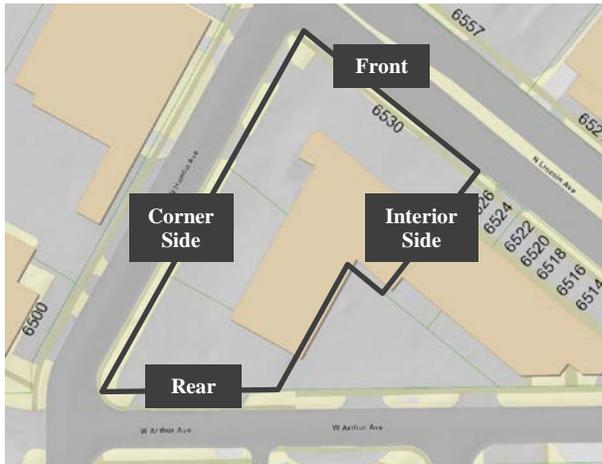


Proposed Parcel Configuration and Zoning

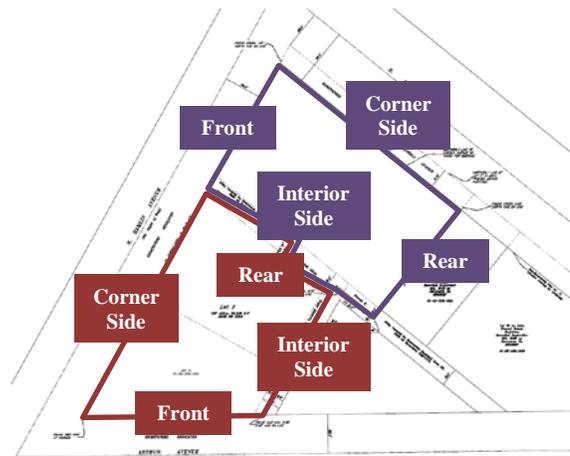
Variations for “Lot A”:

The subdivision of the existing zoning lot into two distinct parcels redefines which lot lines are considered the front, corner side, interior side, and rear lot lines. According to the Zoning Ordinance, front lot lines are defined as *“the lot line having the shortest length abutting a street.”* while the rear lot line is defined as *“the line that most nearly qualifies as the line most distant and opposite from the front lot line.”* Currently, the lot’s Lincoln Avenue frontage represents the front lot line. By default, the Arthur Avenue frontage is designated as the rear lot line. However, the proposed subdivision of the lot results in the shorter lot line along a public street for “Lot A” along the Hamlin Avenue frontage. Therefore, the southeast lot line is designated as the rear lot line. The existing structure provides no setback from the new rear lot line, while Section 4.13 of the Zoning Ordinance requires a rear yard setback of ten feet in the B-1 Zoning District. (This proposed scenario, resulting from the requested

subdivision, does not qualify for legal non-conforming status since the existing structure, with its current building and lot configuration, does not include any non-conformities.)



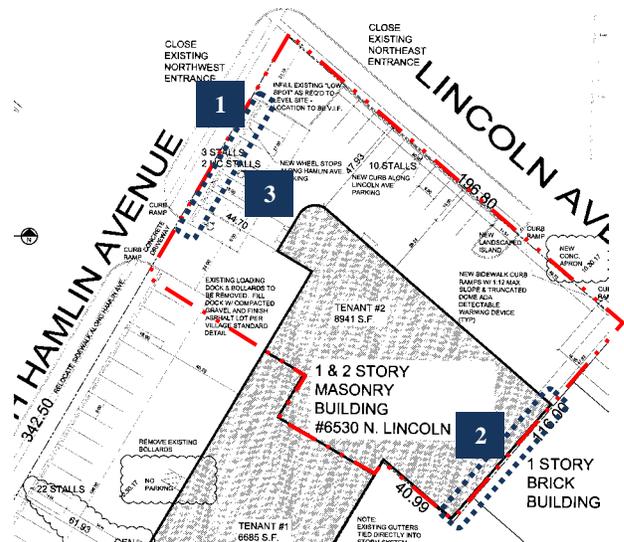
Existing Lot Line Designations



Lot Line Designations Resulting from Proposed Subdivision

The creation of new parcels and redefinition of lot lines would also result in the existing parking area being located in the new front yard of “Lot A” along Hamlin Avenue. According to Section 7.06(5) of the Zoning Ordinance, parking in the front yard of the B-1 Zoning District requires Special Use approval.

The proposed development includes parking lot landscaping along the edge of the parking area. However, the portion of the parking lot on “Lot A” along Hamlin Avenue does not include a curb. Section 6.14(1)g of the Zoning Ordinance states that “a six-inch continuous poured-in-place concrete curb shall separate all drive and parking surfaces from landscape areas.”



- 1) *Uncurbed Proposed Parking Area*
- 2) *Non-compliant Rear Yard Setback*
- 3) *Parking in the Front Yard*

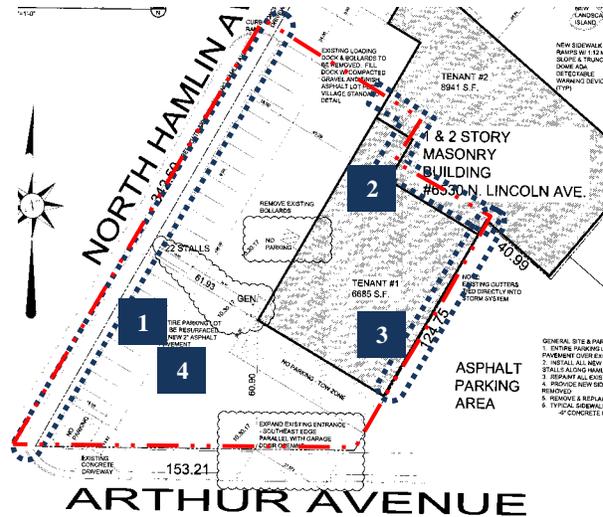
Variations for “Lot B”:

As per Section 4.14 of the Zoning Ordinance, the rezoning of “Lot B” to the M-B Zoning District results in a required interior side yard setback of five feet along the southeast lot line. The existing building is built to the lot line.

The proposed lot line that would divide the existing property into the two resulting lots would be considered the rear lot line for “Lot B.” Section 4.14 of the Zoning Ordinance establishes a minimum rear yard setback of five feet in the M-B District. However, the existing structure will be divided along this “Lot B” rear lot line, and the resulting spaces on each new lot will abut one another with no setback.

The proposed development includes parking lot landscaping along the edge of the parking area. However, the proposed design for the perimeter of the parking lot on “Lot B”, fronting on Hamlin Avenue and Arthur Avenue, does not include a curb. Section 6.14(1)g of the Zoning Ordinance states that “a six-inch continuous poured-in-place concrete curb shall separate all drive and parking surfaces from landscape areas.”

Similar to “Lot A”, the redefinition of lot lines results in parking of the front yard of “Lot B.” According to Section 7.06(5) of the Zoning Ordinance, parking in the front yard of the B-1 Zoning District requires Special Use approval.



- 1) Uncurbed Proposed Parking Area
- 2) Non-compliant Rear Yard Setback
- 3) Non-compliant Side Yard Setback
- 4) Parking on the Front Yard

Planning and Zoning Considerations

Alignment with the Comprehensive Plan

The Comprehensive Plan suggests this parcel should redevelop with Local/Corridor commercial uses as the preferred future land use. Local/ Corridor commercial areas offer the visibility and access desired by office and commercial businesses, including professional offices. The area south and west of this property is envisioned for Light Industrial uses, including warehouses. The uses proposed are consistent with the recommended future land uses with regard to Local/Corridor commercial uses along Lincoln Avenue and light Industrial uses in the area to the south.

The Comprehensive Plan also recommends limiting vehicular access from major streets, relying on side streets and alleys for parking. The proposed site plan concept depicts the two curb cuts closest to the Lincoln/Hamlin intersection being removed to improve traffic safety.



Existing Curb Cuts to be Removed as Part of the Proposed Redevelopment

Appropriateness of Rezoning

While splitting a property and an existing building into two halves is not ideal from a zoning standpoint, it is not unusual in older commercial corridors. The proposed rezoning would not create a part of the property that is spot-zoned or an inappropriate zoning based on the surrounding uses. In

fact, this property was previously zoned B-1 along Lincoln Avenue and M-B on the rear half of the lot prior to the approved rezoning in 2014 that united the property under the B-1 Zoning District.

Existing Nature of the Property

While the proposed subdivision of the property and specific proposed uses for each resulting parcel require special approval and relief as noted in this report, the inherent physical or operational characteristics of the site are remaining generally the same. The only physical change to the property that would impact operations is the removal of two existing curb cuts closest to the Lincoln Avenue/Hamlin Avenue intersection, which is seen as a benefit.

Public Comment

The Community Development Department has received no public comment relevant to this case prior to the distribution of this staff report.

Conclusion

Bais Medrash Binyan Olam, Property Owner, seeks approval of subdivision of the property into two parcels, rezoning of one of the resulting parcels, and approval of Variations to allow for two distinct uses to be operated out of attached structures on the resulting parcels.

Subdivision: Consolidate and resubdivide three existing parcels into two resulting parcels referred to “Lot A” and “Lot B” for the purposes of this report, with “Lot A” fronting on Lincoln Avenue and Hamlin Avenue, and “Lot B” fronting on Arthur Avenue and Hamlin Avenue.

Subdivision Variation: The requested subdivision requires Variation from Section 16-5-2 of the Village Code, which prohibits the consolidation of more than two parcels through subdivision.

Rezoning: Rezone “Lot B” to M-B Manufacturing and Business zoning district to accommodate a medical transport service and storage facility that staff classifies as a warehouse use.

Zoning Relief for “Lot A”:

1. Variation to allow a structure with no setback in the rear yard;
2. Variation to allow a portion of the parking lot to not include a 6” curb; and
3. Special Use approval for parking in the front yard.

Zoning Relief for “Lot B”:

1. Variation to allow a structure with no setback in the side yard;
2. Variation to allow a structure with no setback in the rear yard;
3. Variation to allow a portion of the parking lot to not include a six-inch curb; and
4. Special Use approval for parking in the front yard.

Documents Attached

1. Petitioner Applications
2. Proposed Plat of Subdivision
3. Proposed Site Plan and Engineering
4. Renderings of the Proposed Development
5. Proposed Sign Plans
6. Petitioner Letter Regarding Lights and Sirens
7. Relevant Code Sections



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

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

MEMBERS PRESENT:

Chairman Mark Yohanna
Sue Auerbach
Steven Jakubowski
Adi Kohn
Henry Novoselsky
Don Sampen

MEMBERS ABSENT:

Anthony Pauletto

STAFF PRESENT:

Doug Hammel, Community Development Manager
Kathryn Kasprzyk, Community Development Coordinator

I. Call to Order

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

II. Pledge of Allegiance

III. Approval of Minutes

Motion to recommend approval of the November 1, 2017 Plan Commission Minutes was made by Commissioner Sampen and seconded by Commissioner Kohn.

Aye: Sampen, Kohn, Auerbach, and Yohanna

Nay: None

Abstained: Jakubowski and Novoselsky

Motion Approved: 4-0

**IV. Case #PC-08-17: 6530 North Lincoln Avenue – Two-Lot Resubdivision,
Rezoning of One Resubdivided Lot, and Variations for Building Setbacks
and Parking Lot Design**

Chairman Yohanna announced Case #PC-08-17 for consideration of a request by property owner Bais Medrash Binyan Olam (BMBO) for Resubdivision for the rezoning of one of the resulting lots and amendments for both resulting lots related to building setbacks and parking lot design. Chairman Yohanna swore in the witnesses.

Development Manager Hammel presented background for the proposed development which includes the renovation and reuse for a teacher resource center at the front of the building and a medical transport service at the rear of the building. The project includes façade enhancements, new signage, parking lot resurfacing, site landscaping, and tree plantings.

Requested Regulatory Actions include: 1) Resubdivision from three existing parcels to two new parcels; 2) Rezoning of one parcel from the B-1, Traditional Business Zoning District to the M-B, Manufacturing and Business Zoning District; 3) Special Use to permit parking in the front yard of each resulting parcel; and 4) two Variations related to parking lot design and setbacks. Regarding the Special Use and Variations for Lot A, a six-inch curb is required, but they are proposing none; the ten-foot rear yard setback is not provided; and parking in the front yard requires a Special Use. Regarding the Special Use and Variations for Lot B, a six-inch curb is required, but they are proposing none; the five-foot rear yard setback is not provided; the five-foot side yard setback is not provided; and parking in the front yard requires a Special Use.

Mr. Jordan Matyas, Attorney for BMBO, which is a not-for-profit organization, spoke about the overall vision of the project. The building will be enhanced to make it more attractive. Signage will be minimal. Mr. Matyas said they were asked by the Village to match the aesthetics on the opposite side of Lincoln Avenue.

There was much discussion regarding whether or not the six-foot curb along Lincoln Avenue was required. Commissioner Jakubowski asked if the absence of the curbs would be a safety concern. Commissioner Auerbach asked about the specific hardship for not installing the curbs. Mr. Matyas reiterated the request to mirror the other side of Lincoln Avenue as their hardship.

Mr. Clifford Town, Project Architect, said that as Hatzalah Chicago is a not-for-profit and are doing more landscaping improvements than is required, installing the curbs were cost prohibitive. Commissioner Auerbach said that cost should not be a hardship standard, and granting their request could set a bad precedent. Development Manager Hammel stated that landscaping Variations were not required as they are resurfacing the parking lot, not replacing it.

Mr. Tzvi Montrose of Hatzalah Chicago, said their ambulances are currently parked at this location for storage. Their medical transport business could be operational within a year. Mr. Montrose explained their business practices whereas they augment existing ambulatory services. They receive calls directly, not through 911. Their geographical area encompasses Lincolnwood, Skokie, Peterson Park, and Rogers Park in Chicago.

Chairman Yohanna said he had reservations about taking a commercial property and turning it into a non-sales tax generating use.

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

Motion to recommend approval of the Resubdivision from three existing parcels to two new parcels; Rezoning of one parcel from the B-1, Traditional Business Zoning District to the M-B, Manufacturing and Business Zoning District; Special Use to permit parking in the front yard of each resulting parcel; and Variations for Lot A and Lot B, subject to arborist approval, was made by Commissioner Sampen and seconded by Commissioner Jakubowski. Case #PC-08-17 will be heard at the December 19, 2017 Village Board meeting.

Aye: Sampen, Jakubowski, Auerbach, Kohn, Novoselsky, and Yohanna

Nay: None

Motion Approved: 6-0

DRAFT**IV. Case #PC-08-17: 6530 North Lincoln Avenue – Approval of a Final Plat of Subdivision**

Chairman Yohanna announced Case #PC-08-17 for consideration of a request by property owner Bais Medrash Binyan Olam (BMBO) for Resubdivision for the property commonly known as 6530 North Lincoln Avenue.

Development Manager Hammel restated comments made from the December 6, 2017 meeting to consolidate three parcels into two. The building will house a teacher resource center in the front of the building and the rear will be used as a medical transport business.

The Preliminary Plat of Subdivision was approved by the Plan Commission at the December 6, 2017 meeting and then approved by the Village Board at their December 19, 2017 meeting. Now that the Preliminary Plat of Subdivision has been approved, the Petitioner requires a Final Plat of Subdivision to be approved by the Plan Commission. If approved, the Village Board will consider all requested actions at their January 16, 2018 meeting. Minor comments from the Village Engineer included adding the building footprint and indicate existing setbacks to the Plat of Survey.

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

Motion to recommend approval of a Final Plat of Subdivision for the property at 6530 North Lincoln Avenue, per the requirements of Section 16-4-5 of the Village Code, was made by Commissioner Sampen and seconded by Commissioner Kohn. Case #PC-08-17 will be heard at the January 16, 2018 Village Board meeting.

Aye: Sampen, Kohn, Auerbach, Jakubowski, Novoselsky, and Yohanna

Nay: None

Motion Approved: 6-0



VILLAGE OF LINCOLNWOOD Public Hearing Application
Community Development Department Map Amendment

SUBJECT PROPERTY

List all property addresses subject to the requested Map Amendment and attach a map identifying the extent of the subject property.

Property Address(es): 6530 N. Lincoln Avenue, Lincolnwood IL 60712

Permanent Real Estate Index Number(s): 10-35-326-001, 10-35-326-002 and 10-35-326-004

Current Zoning District: B1 Proposed Zoning District: MB

Lot Area: _____

Are there existing development restrictions affecting the property? Yes No

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

PETITIONER INFORMATION

Name: Bais Medrash Binyan Olam

Address: 3700 Oakton Street, Skokie, IL 60076

Telephone: (847) 675-8700 Fax: (847) 675-8704 E-mail: _____

Property Owner(s): (if Different from Petitioner)

Name: (List all Beneficiaries if Trust) _____

Address: _____

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

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: Bais Medrash Binyan Olam
Address: 3700 Oakton Street
City, State, Zip: Skokie, IL 60076

ATTESTMENT AND SIGNATURE

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

PROPERTY OWNER:

PETITIONER: *(if Different than Property Owner)*

Signature 

Signature

JAKE WEISS as manager of BMBO
Print Name

Print Name

10/10/17
Date

Date

REQUIRED ATTACHMENTS *

Check all Documents that are Attached:

- Map Amendment Standards
- Plat of Survey
- Proof of Ownership
- Photos of the Property
- PDF files of all documents

**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.*

MAP AMENDMENT STANDARDS

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

1. Nature of Request: Explain below why you are seeking a Map Amendment to the Zoning Map. What is it that you would like to do that requires a change in the zoning of the subject property?

See attached.

2. What existing uses and structures are located on the subject property? How does the proposed Map Amendment impact the conforming status of the existing uses and structures?

See attached.

3. Identify the zoning of the surrounding properties. Identify how the proposed Map Amendment is consistent with the surrounding zoning and the Comprehensive Plan.

See attached.

4. Indicate why you believe this zoning change is needed and why it would benefit the Village.

See attached.



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.

Addendum to Public Hearing Application
Maps

1. Nature of Request: Explain below why you are seeking a Map Amendment to the Zoning Map. What is it that you would like to do that requires a change in the zoning of the subject property?

The Petitioner is simply seeking approval to subdivide the Subject Property from a single zoned building, into two segmented portions in which two separate businesses would occupy a portion of the building. Accordingly, the Petitioner is requesting approval to partition the Subject Property through the middle of the building and seeking to rezone the back half of the Subject Property to be zoned as *M-B, Manufacturing & Business Zoning*. The parking spots associated with the Subject Property will be shared between the two businesses. Currently, the Subject Property does not provide for the requested zoning which as a result, would not allow for the Hatzalah Chicago to occupy a portion of the Subject Property. As previously advised, Hatzalah provides pre-hospital care as well as a higher level of emergency preparedness and support to the Chicagoland Jewish Community by augmenting the existing services provided by the municipalities. With that being said, the Hatzalah is of great benefit to the community – where in emergency medical situations, where every second counts, community members deserve to have access to the best possible care as effectively and efficiently as possible. Hatzalah Chicago’s goal is to provide emergency medical response 24 hours a day, 7 days a week within the defined geographical boundaries of Lincolnwood, Peterson Park, Skokie, and West Rogers Park.

2. What existing uses and structures are located on the subject property? How does the proposed Map Amendment impact the conforming status of the existing uses and structures?

Currently, the Subject Property contains a single building which is vacant with a corresponding parking lot. At this time, neither building nor the parking lot are being used for any specific purpose. The proposed amendment does not appear to have any detrimental impact to the neighboring buildings, businesses, or the community, other than regular activity (i.e. potential traffic) as to these two businesses. Of note, as previously advised, there are no plans to make any material alterations to the building’s exterior structure. Additionally, it is not expected that business activity of these two entities will negatively impact the surrounding business. The interior of the front half will be renovated and converted to office space. Lastly, the rear half of the building will remain as warehouse space for the most part with a small area to be converted to office space. Again, there is no expectation that this variation will negatively impact the neighboring businesses.

3. Identify the zoning of the surrounding properties. Identify how the proposed Map Amendment is consistent with the surrounding zoning and the Comprehensive Plan.

The Subject Property is located on Lincoln Avenue, north of Devon Avenue, and surrounded by Arthur Avenue and Hamlin Avenue. Accordingly, the surrounding properties are all commercial businesses. The requested/proposed amendment would be consistent with the surrounding zoning and would not negatively disrupt the Comprehensive Plan that is currently in place.

4. Indicate why you believe this zoning change is needed and why it would benefit the Village.

As previously set forth in our initial summary and proposal, there are several reasons why this change in zoning, with these two businesses entering the premises, would be beneficial to the Village and its members. Simply put, the property has been vacant for many years which does not allow for the Village to utilize any benefits from the Subject Property (whether utility, function, or tax revenue). To that end, the zoning change would enable two new businesses to enter into the Subject Property to provide useful services to the community, jobs, as well as revenue to the Village. Lastly, the Petitioner is committed to being an ideal steward of the community and is allocating a fair amount of resources to update and upkeep the Subject Property.



SUBJECT PROPERTY

Property Address: 6530 N. Lincoln Avenue, Lincolnwood IL 60712

Permanent Real Estate Index Number(s): 10-35-326-001, 10-35-326-002 and 10-35-004

Zoning District: B1 Lot Area: _____

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

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: See Attached

PROPERTY OWNER/PETITIONER INFORMATION

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

Name: Bais Medrash Binyan Olam

Address: 3700 Oakton Street

Telephone: (847-) 675-8700 Fax: (847) 675-8704 E-mail: _____

Petitioner: *(if Different from Owner)*

Name: _____ Relationship to Property: _____

Address: _____

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

NOTICE OF REASONABLE ACCOMMODATION PROCESS

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

REQUIRED ATTACHMENTS *

Check all Documents that are Attached:

Plat of Survey
Site Plan
Proof of Ownership
Floor Plans

Applicable Zoning Worksheet
Photos of the Property
PDF Files of all Drawings
Elevations

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

COST REIMBURSEMENT REQUIREMENT

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

Invoices in connection with this application shall be directed to:

Name: Bais Medrash Binyan Olam
Address: 3700 Oakton Street
City, State, Zip: Skokie, IL 60076

ATTESTMENT AND SIGNATURE

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

PROPERTY OWNER:

Signature

Print Name

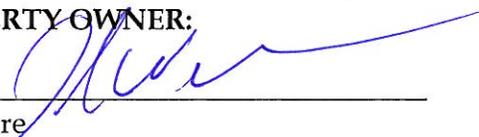
Date

PETITIONER: (if Different than Property Owner)

Signature

Print Name

Date


TAKE WEISS as mgr of BMSO
10/10/17

VARIATION STANDARDS

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

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

See Attached

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

See Attached

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

See Attached

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

See Attached

VARIATION STANDARDS (Continued)

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

See Attached

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

See Attached

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

See Attached

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

See Attached



VILLAGE OF LINCOLNWOOD COMMUNITY DEVELOPMENT DEPARTMENT

SIGN VARIATION STANDARDS

For all Sign Variation and/or Special Sign requests, the Applicant shall also complete Questions 9 through 12.

9. The proposed Variation is consistent with the statement of purpose set forth in Section 11.01 of the Zoning Ordinance.

NA

10. The proposed sign complies with any additional standards or conditions set forth in Article XI of the Zoning Ordinance.

NA

11. The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any.

NA

12. The proposed sign conforms with the design and appearance of nearby structures and signs.

NA



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.

Addendum to Public Hearing Application
Variations

Describe the Request and Project: The Petitioner is seeking to subdivide the Property through the middle of the building and rezone the rear half to M-B, Manufacturing & Business Zoning. The parking spots will be shared by the two properties.

VARIATION STANDARDS:

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

Correct. The Petitioner believes that this project and variation is consistent with the zoning ordinance, the current comprehensive plan as well as the prospective development in this area.

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 physical surroundings, both the environment and encompassing businesses, would not appear to be detrimentally affected, but rather to the contrary. Pursuant to the currently zoning requirements, the Hatzalah Chicago, a pre-hospital treatment and medical service, would not be authorized to operate its business at the Subject Property. As previously advised the Hatzalah provides pre-hospital care as well as a higher level of emergency preparedness and support to the Chicagoland Community by augmenting the existing services provided by the municipalities. In emergency medical situations where every second counts, community members deserve to have access to the best possible care. Hatzalah Chicago's goal is to provide emergency medical response 24 hours a day, 7 days a week within the defined geographical boundaries of Lincolnwood, Peterson Park, Skokie, and West Rogers Park.

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

The Petitioner is of the impression that the applicable zoning variation as to the Subject Property would be granted within the same Zoning District pursuant to the pertinent facts and circumstances surrounding this request. As mentioned, the requested variation would provide for constructive development in the community – particularly this 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.

The Petitioner is a non-profit and all tenants will be non-profit organization dedicated to serving the community.

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

To the best of the Petitioner's knowledge and understanding, there will be no hardship or hindrance to the neighboring businesses or the community.

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?

Correct. The Subject Property has been vacant for many years which does not allow for the Village to utilize any benefits from the Subject Property (whether utility, function, or tax revenue). To that end, the zoning change would enable two new businesses to enter into the Subject Property to provide useful services to the community, jobs, as well as revenue to the Village. Lastly, the Petitioner is committed to being an ideal steward of the community and is allocating a fair amount of resources to update and upkeep the Subject Property.

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

To the best of the Petitioner's knowledge and understanding, that is correct.

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.

To the best of the Petitioner's knowledge and understanding, that is correct. The requested/proposed amendment would be consistent with the surrounding companies and to that regard, would not negatively disrupt or impair the adjacent businesses, environment, and/or community. To the contrary the proposed variation would enable two businesses to enter the vacant building and utilize the building to provide medical care and services to the community.

"EXHIBIT A"
FINAL PLAT OF SUBDIVISION
FOR

SHULMAN ADDITION TO THE VILLAGE OF LINCOLNWOOD

BEING A RESUBDIVISION OF LOTS 14, 15, 17 AND VACATED ALLEYS (EXCEPT THE NORTHEASTERLY 17 FEET OF SAID LOT 17, CONDEMNED FOR WIDENING LINCOLN AVENUE) IN THE JOHN PROESEL ESTATE PARTITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.



20 10 0 20
SCALE: 1" = 20'

THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY AND RETURN TO AFTER RECORDING:
JORDAN MATYAS
(PRINT NAME)
20 W. KINZIE, 17TH FLOOR
(ADDRESS)
CHICAGO ILLINOIS 60654
(CITY/TOWN) (STATE) (ZIP CODE)

LINE LEGEND

- ADJACENT PROPERTY LINE (Light Solid Line)
- PROPOSED BOUNDARY LINE/LIMITS OF PROPOSED BOUNDARY (Bold Solid Lines)
- - - EXISTING UNDERLYING PARCEL LINE/LIMITS OF UNDERLYING PARCELS (Double Dashed Lines)

AREA TABLE

LOT 1= 22,229 S.F. (0.510 Ac.), MORE OR LESS
LOT 2= 22,633 S.F. (0.520 Ac.), MORE OR LESS
TOTAL AREA= 44,862 S.F. (1.03 Ac.), MORE OR LESS

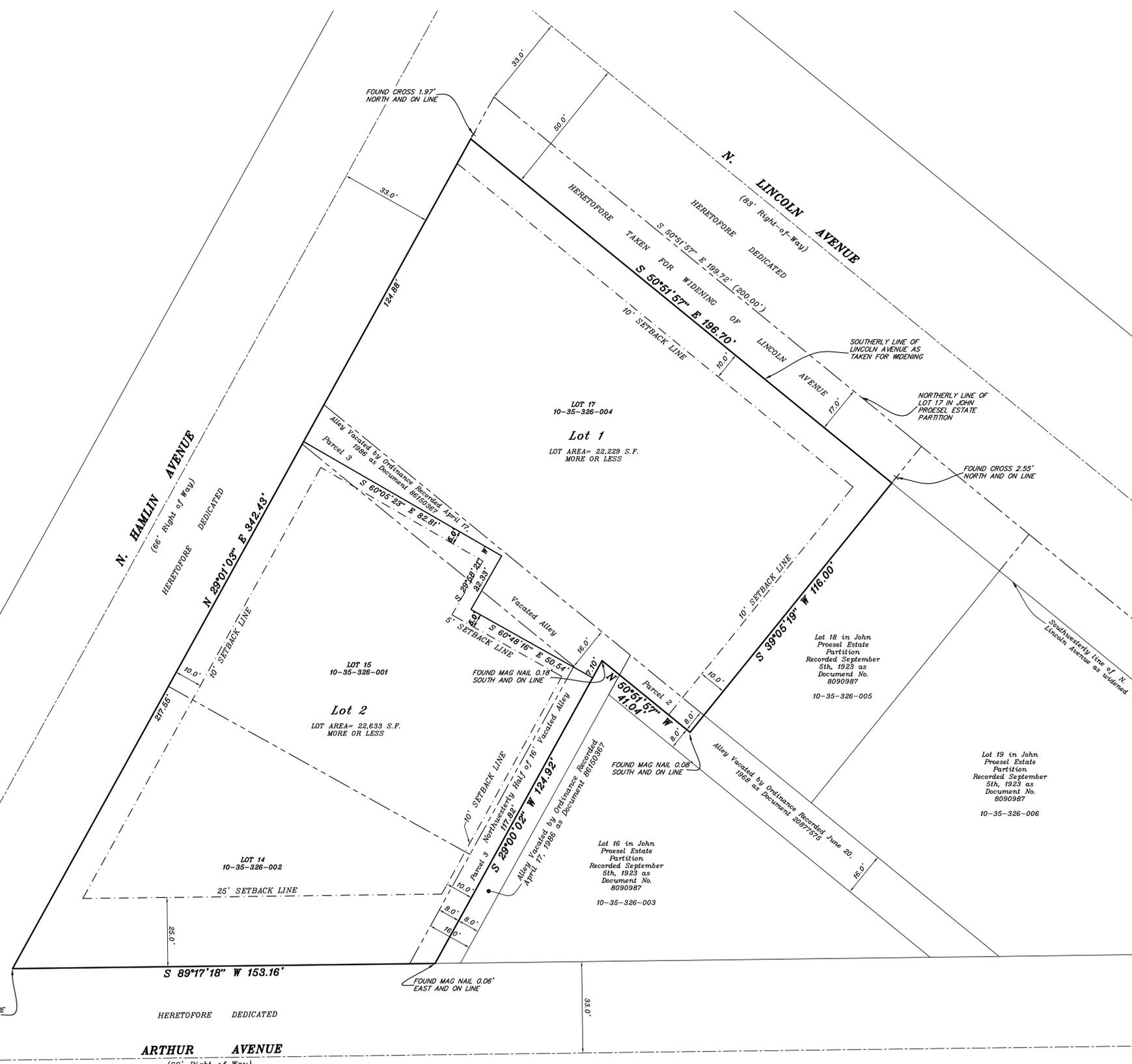
GENERAL NOTES

1. LOT 1 IS ZONED B1 - TRADITIONAL BUSINESS - BY THE VILLAGE OF LINCOLNWOOD.
BUILDING SETBACKS, PER ARTICLE IV, PART C
MINIMUM FRONT SETBACK N/A
MINIMUM BUILD-TO-LINE 5 FT. BUSINESS
10 FT. RESIDENTIAL*
MINIMUM INTERIOR SIDE SETBACK N/A
MINIMUM CORNER SIDE SETBACK 10 FT.
MINIMUM REAR SETBACK 10 FT.
*PER ARTICLE VII, PART B (SPECIAL REQUIREMENTS OF LINCOLN AVENUE OVERLAY DISTRICT)
2. LOT 2 IS ZONED M-B DISTRICT - BY THE VILLAGE OF LINCOLNWOOD.
BUILDING SETBACKS, PER ARTICLE IV, PART C
MINIMUM FRONT SETBACK 25 FT.
MINIMUM RESIDEN. SIDE SETBACK 30 FT.
MINIMUM STREET SIDE SETBACK 10 FT.
MINIMUM REAR SETBACK 5 FT.
3. THE SURVEYOR WAS NOT PROVIDED DOCUMENTATION REGARDING ANY UTILITY EASEMENTS.
4. CONCRETE MONUMENTS ARE UNABLE TO BE SET AT THE PROPOSED LOCATIONS DUE TO THE SURFACE CONDITIONS OF THE PAVED ASPHALT PARKING LOT.

REVISED
12-21-2017 - CLB - ZONING UPDATE
01-04-2018 - CLB - ZONING UPDATE

PREPARED FOR
CLIENT: JORDAN MATYAS DATE: 10/13/17
TYPE OF SURVEY: PLAT OF SUBDIVISION DRAWN BY: DLB
ADDRESS: 6530 N. LINCOLN AVE. SCALE: 1" = 20'
JOB NO.: 60117044 PAGE: 2 OF 2

AES AES SERVICES, INC.
111 S. WACKER DRIVE, SUITE 3910
CHICAGO, IL 60606
PH: 312-235-6793 EMAIL: AESSER@AESSER.COM
PROFESSIONAL DESIGN FIRM 184-003052-0014
EXPIRATION DATE: APRIL 30, 2019
Copyright © 2017 AES Services, Inc. All rights reserved.



PLAT AUTHORIZATION CERTIFICATE
STATE OF ILLINOIS)
JSS
COUNTY OF COOK)
WE, AES SERVICES, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-003052-0014, HEREBY DESIGNATE JORDAN MATYAS TO RECORD THIS PLAT OF SUBDIVISION WITH THE COOK COUNTY RECORDER OF DEEDS OR REGISTRAR OF TITLE. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER SECTION 2 OF THE ILLINOIS PLAT ACT, 765 ILLINOIS COMPILATED STATUTES 205/2.
GIVEN UNDER OUR HAND AND SEAL AT WEST CHICAGO, ILLINOIS, THIS 4TH DAY OF JANUARY, 2018 A.D.

CDOT# _____

"EXHIBIT A"
FINAL PLAT OF SUBDIVISION
FOR

SHULMAN ADDITION TO THE VILLAGE OF LINCOLNWOOD

OWNER'S AND SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____ IS THE RECORD OWNER OF THE PROPERTY DESCRIBED HEREON, AND THAT AS SAID RECORD OWNER IT CONSENTS TO THE SUBDIVISION OF SAID PROPERTY, THE VARIOUS DEDICATIONS, GRANTS AND RESERVATIONS OF EASEMENTS AND RIGHT-OF-WAY SHOWN HEREON.

ALSO, THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND, TO THE BEST OF THE OWNERS KNOWLEDGE AND BELIEF, SAID SUBDIVISION LIES ENTIRELY WITHIN THE LIMITS OF SCHOOL DISTRICT(S) _____

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, A.D., 20____

BY: _____ ATTEST: _____
SIGNATURE SIGNATURE

TITLE: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS, WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 20____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF _____)

THIS IS TO CERTIFY THAT _____ AS MORTGAGEE UNDER THE MORTGAGE RECORDED AS DOCUMENT NUMBER _____, DATED _____, HEREBY CONSENTS TO RECORDING OF THE PLAT AS HEREON SHOWN.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, A.D., 20____

BY: _____ ATTEST: _____

TITLE: _____ TITLE: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS, WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 20____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

DIRECTOR OF PUBLIC WORKS CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF _____)

I, _____, DO HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED, OR THE REQUIRED GUARANTEE BOND HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED LAND IMPROVEMENTS. DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, A.D., 20____

DIRECTOR OF PUBLIC WORKS, VILLAGE OF LINCOLNWOOD, IL

VILLAGE OF LINCOLNWOOD CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF _____)

ACCEPTED AND APPROVED BY THE BOARD OF TRUSTEE'S OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, THIS _____ DAY OF _____, A.D., 20____

(VILLAGE PRESIDENT)

(VILLAGE CLERK)

VILLAGE PLAN COMMISSION

STATE OF ILLINOIS)
SS.
COUNTY OF COOK)

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS THIS ____ DAY, OF _____, 20____

CHAIRMAN

ATTEST: _____
CHAIRMAN

VILLAGE ENGINEER

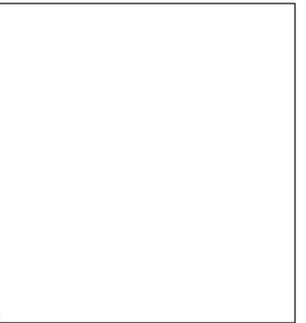
STATE OF ILLINOIS)
SS.
COUNTY OF COOK)

APPROVED BY THE THE VILLAGE ENGINEER OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS THIS ____ DAY, OF _____, 20____

VILLAGE ENGINEER



VILLAGE OF LINCOLNWOOD
DEPARTMENT OF FINANCE



CDOT



COOK COUNTY CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, DEAN L. BAUER, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1:
LOTS 14, 15 AND 17 (EXCEPT THE NORTHEASTERLY 17 FEET OF SAID LOT 17, CONDEMNED FOR WIDENING LINCOLN AVENUE) IN THE JOHN PROESEL ESTATE PARTITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD RIGHT OF WAY), IN COOK COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE NORTHEASTERLY 1/2 OF THE NORTHWESTERLY AND SOUTHEASTERLY VACATED ALLEY LYING SOUTHWESTERLY OF LOT 17 AND SOUTHEASTERLY OF THE WEST LINE OF LOT 16 EXTENDED NORTHEASTERLY TO THE SOUTH LINE OF LOT 17, AS VACATED BY ORDINANCE RECORDED JUNE 20, 1969 AS DOCUMENT 20877575 IN JOHN PROESEL ESTATE PARTITION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 3:
THAT PART OF THE NORTHEASTERLY 1/2 OF THE NORTHWESTERLY AND SOUTHEASTERLY VACATED ALLEY LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF LOT 17 AND NORTHWESTERLY OF THE WEST LINE OF LOT 16 EXTENDED NORTHEASTERLY TO THE SOUTHWESTERLY LINE OF LOT 17, AND THAT PART OF THE SOUTHWESTERLY 1/2 OF THE NORTHWESTERLY AND SOUTHEASTERLY ALLEY LYING NORTH OF AND ADJOINING THE NORTHEASTERLY LINE OF LOT 15 AND THAT PART OF THE NORTHWESTERLY 1/2 OF THE NORTHEASTERLY AND SOUTHWESTERLY VACATED ALLEY LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF LOTS 14 AND 15 AND SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF LOT 15 EXTENDED NORTH, 8 FEET MORE OR LESS; AS VACATED BY ORDINANCE RECORDED APRIL 17, 1986 AS DOCUMENT 86150367, ALL IN JOHN PROESEL ESTATE PARTITION AFORESAID, IN COOK COUNTY, ILLINOIS.

CONTAINING 44,862 S.F (1.03 Ac.), MORE OR LESS.

THE PLAT HEREON DRAWN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

A PRELIMINARY TITLE COMMITMENT WAS NOT FURNISHED TO AES SERVICES, INC. FOR THE USE IN PREPARATION OF THIS SURVEY. THEREFORE, THERE MAY BE ADDITIONAL EASEMENTS AND/OR SERVITUDES AFFECTING THIS PROPERTY WHICH ARE NOT SHOWN HEREON.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF LINCOLNWOOD WHICH HAS ADOPTED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED AND THAT BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 17031C0401J, PANEL NO. 401 WITH AN EFFECTIVE DATE OF AUGUST 19, 2008 IT IS MY OPINION THAT OF SAID PROPERTY PLATTED HEREON IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA FLOOD ZONE X AS IDENTIFIED BY SAID FEMA MAP, AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

GIVEN UNDER MY HAND AND SEAL THIS 12TH DAY OF OCTOBER, A.D., 2017.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003060
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2018

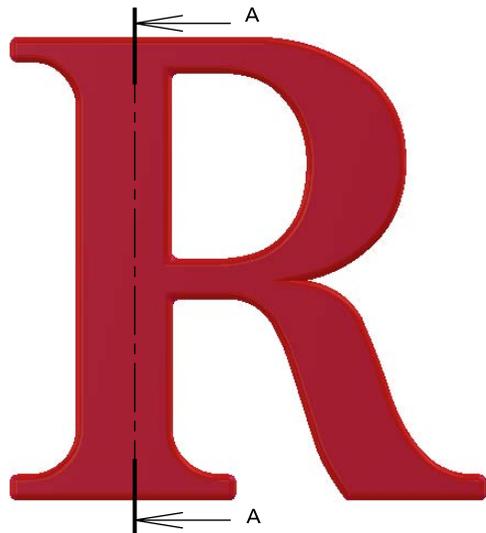
PREPARED FOR

CLIENT: JORDAN MATYAS	DATE: 10/13/17
TYPE OF SURVEY: PLAT OF SUBDIVISION	DRAWN BY: DLB
ADDRESS: 6530 N. LINCOLN AVE.	SCALE: 1"=20'
JOB NO.: 60117044	PAGE: 2 OF 2

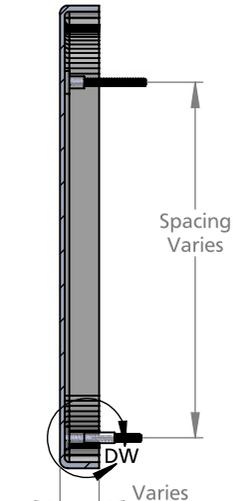
AES AES SERVICES, INC.
111 S. WACKER DRIVE, SUITE 3910
CHICAGO, IL 60606
PH: 312-235-6783 EMAIL: AESER@AESER.COM
AESER.COM PROFESSIONAL DESIGN FIRM 184-003052-0014
EXPIRATION DATE: APRIL 30, 2019





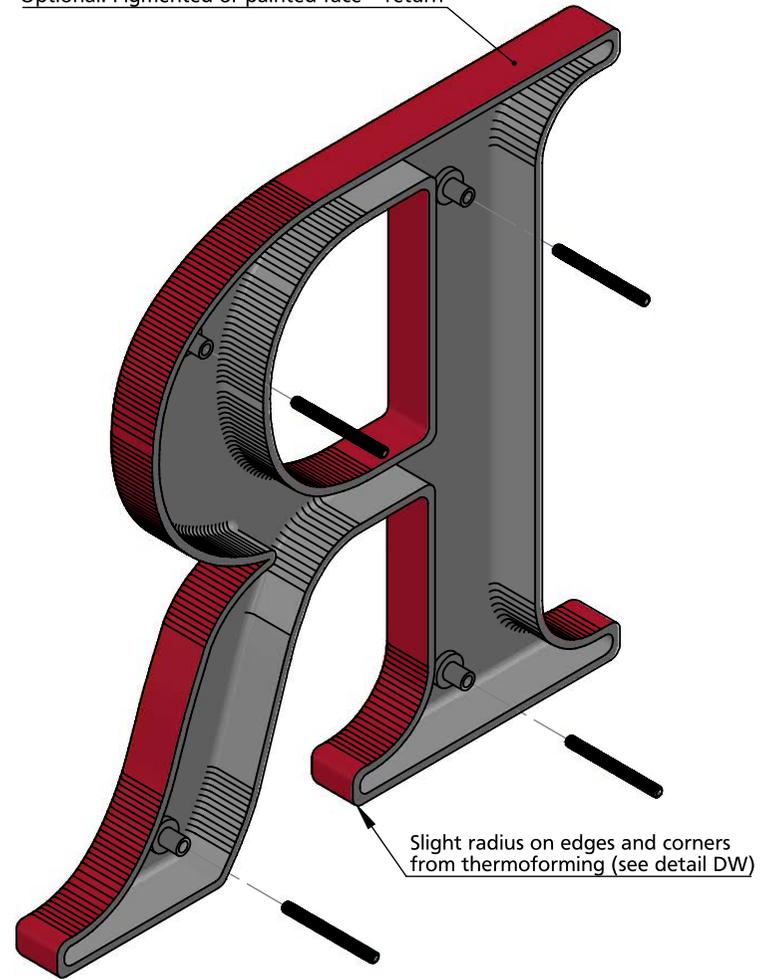


FRONT VIEW II SCALE 1:5



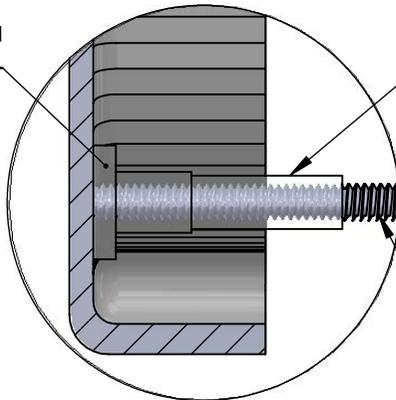
SECTION VIEW A-A II SCALE 1:5

Optional: Pigmented or painted face + return



ISOMETRIC BACK VIEW II SCALE 1:3

Plastic Stud Boss solvent bonded to inside of letter (size varies)



DETAIL DW II SCALE 1:1

Optional plastic or metal spacer sleeve (Size varies)

Aluminum 10/24 stud (length varies)

NOTES:
Typical stud length 2" beyond back of letter

Slight radius on edges and corners from thermoforming (see detail DW)

FASTSIGNS | Skokie

3437 Dempster St • Skokie, IL 60076

TITLE: FORMED PLASTIC - STUD MOUNT			
MATERIAL: PLASTIC		PRODUCT TYPE: PLASTIC LETTERS	
DWG NO. FORM10	REV 02/24/15	SCALE: AS INDICATED	SHEET 1 OF 1

10.0561 in

Dedicated in memory of Martin and Gertrude Walder A”H | 0.2880 in

WALDER EDUCATION | 0.6737 in

OF TORAH UMESORAH | 0.3609 in

2.1519 in

NOTES:
 Impact Modified Acrylic Letters
 Flush Stud Mounted
 Non-Illuminated
 Refer to drawing “LASR20” for mounting

LINCOLN AVE

1.9 in

2.3814 in



1.9 in

HATZALAH CHICAGO | 0.2484 in

3.4096 in

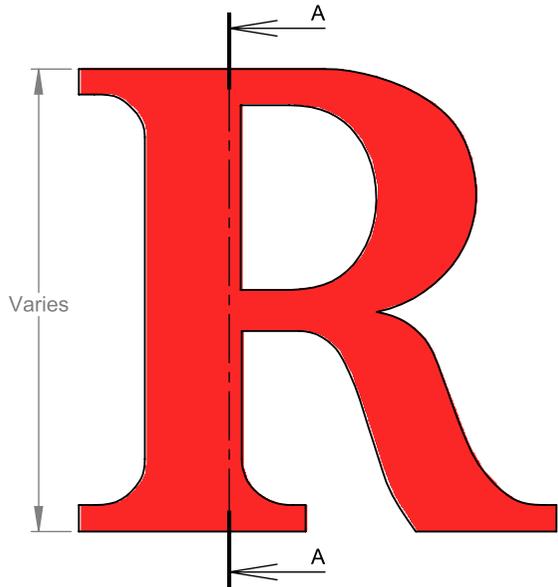
NOTES:
 Formed Plastic Letters
 Flush Stud Mounted
 Non-Illuminated
 Refer to drawing “Form10” for mounting

HAMLIN AVE

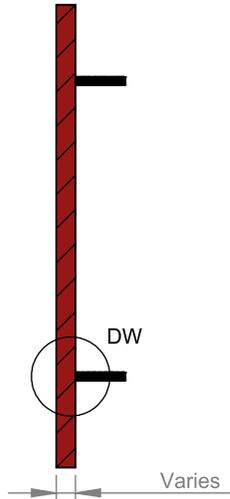
SCALE
 1/32 in = 1 ft

Facade Signage for: 6530 N. LINCOLN AVE LINCOLNWOOD, ILLINOIS

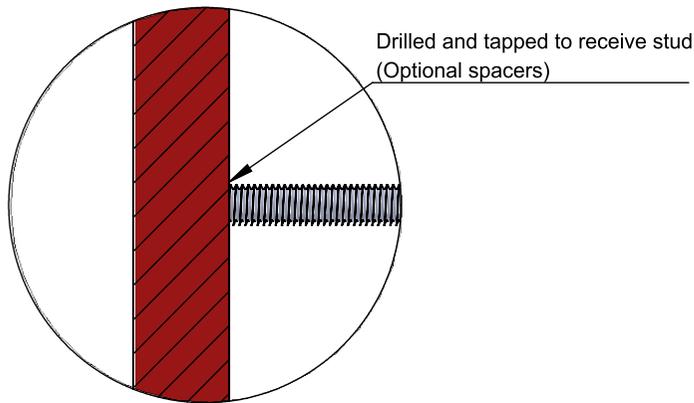
FASTSIGNS | Skokie 3437 Dempster St • Skokie, IL 60076



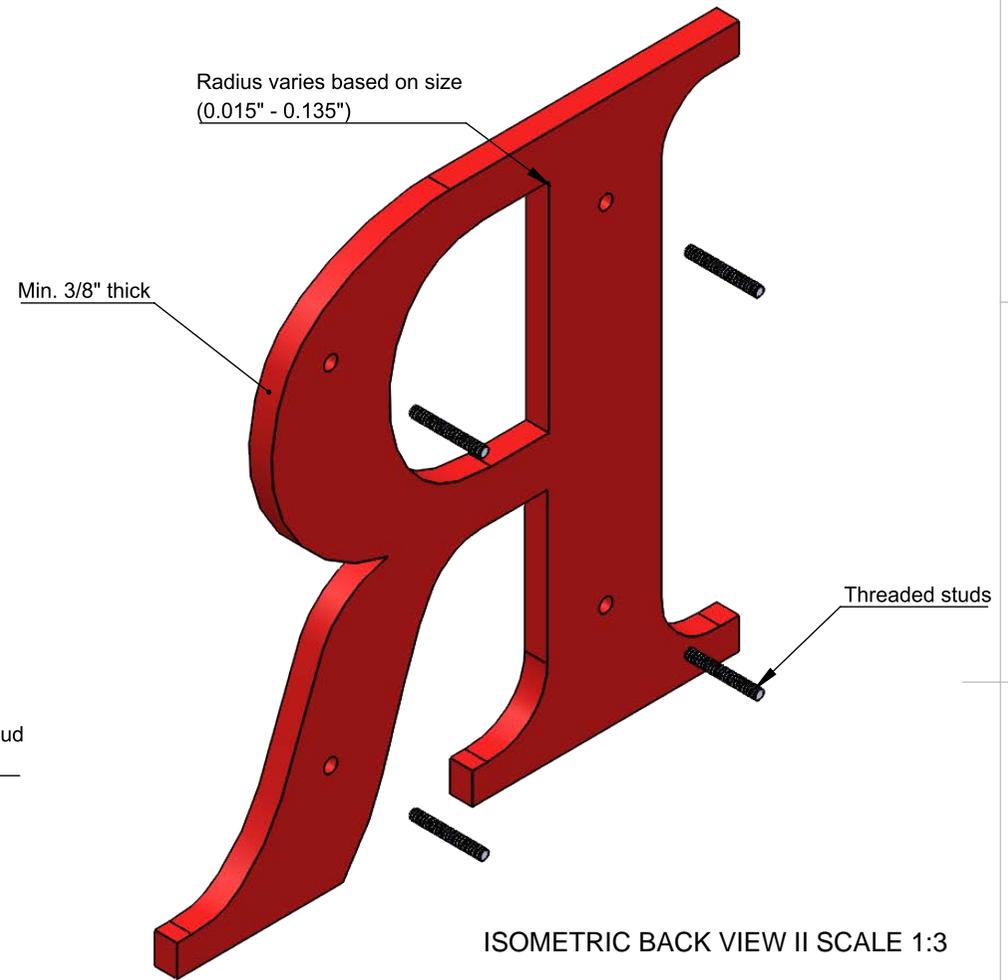
FRONT VIEW II SCALE 1:5



SECTION A-A II SCALE 1:5



DETAIL DW II SCALE 1:1



ISOMETRIC BACK VIEW II SCALE 1:3

- NOTES:**
- Pigmented
 - Impact modified acrylic - Laser cut
 - Standard - backs are drilled and tapped for 10/24 aluminum studs
 - Min. 3/8" thick- drilled and tapped
 - Min. 1/4" stroke
 - Aluminum 10/24 studs standard, 6/32 studs for thin strokes (stainless steel optional)
 - Available gauges (3/8" 1/2" 3/4" 1" 1 1/2" thick
 - Pigmented acrylic

FASTSIGNS | Skokie

3437 Dempster St • Skokie, IL 60076

TITLE:
LASER CUT ACRYLIC - FLUSH STUD MOUNT

MATERIAL:
IMPACT MODIFIED ACRYLIC

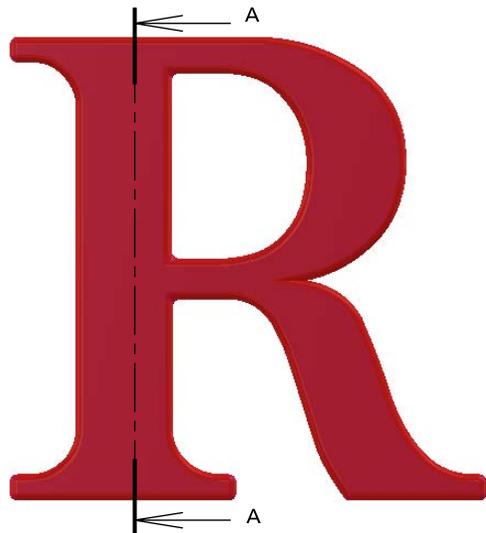
PRODUCT TYPE:
PLASTIC LETTERS

DWG NO. LASR20

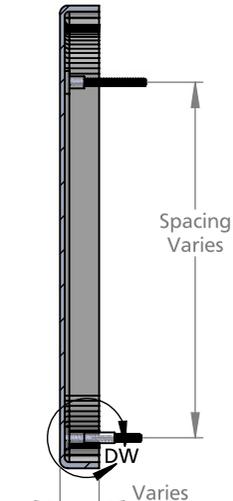
REV 09/15/16

SCALE: AS INDICATED

SHEET 1 OF 1

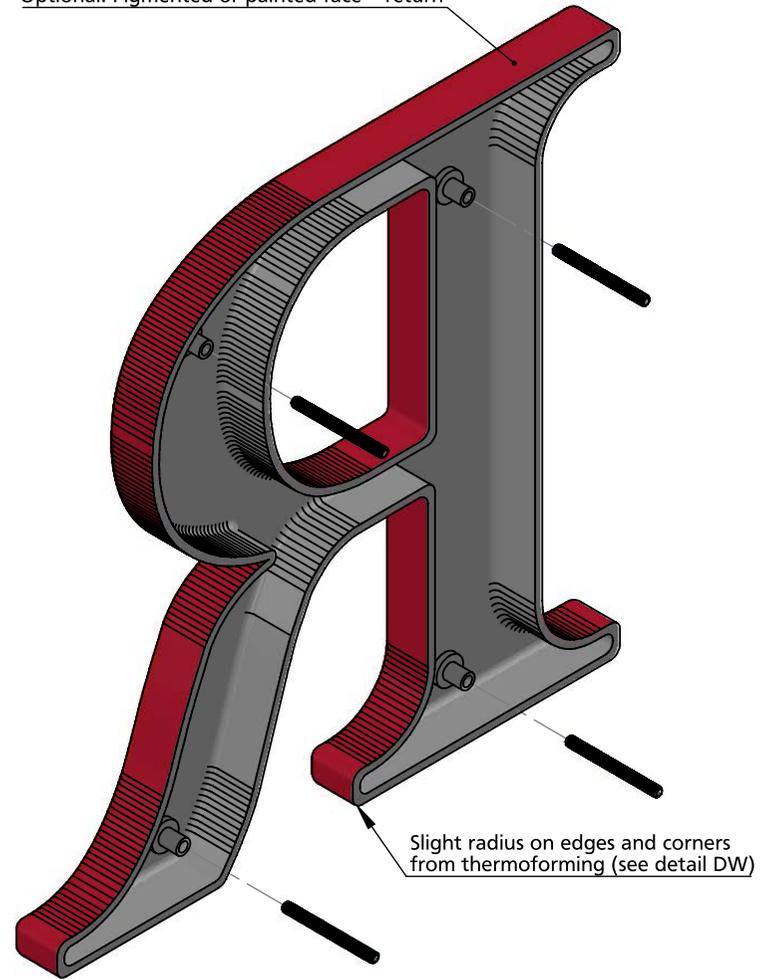


FRONT VIEW II SCALE 1:5



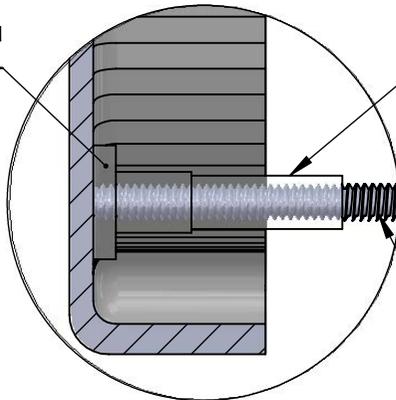
SECTION VIEW A-A II SCALE 1:5

Optional: Pigmented or painted face + return



ISOMETRIC BACK VIEW II SCALE 1:3

Plastic Stud Boss solvent bonded to inside of letter (size varies)



DETAIL DW II SCALE 1:1

Optional plastic or metal spacer sleeve (Size varies)

Aluminum 10/24 stud (length varies)

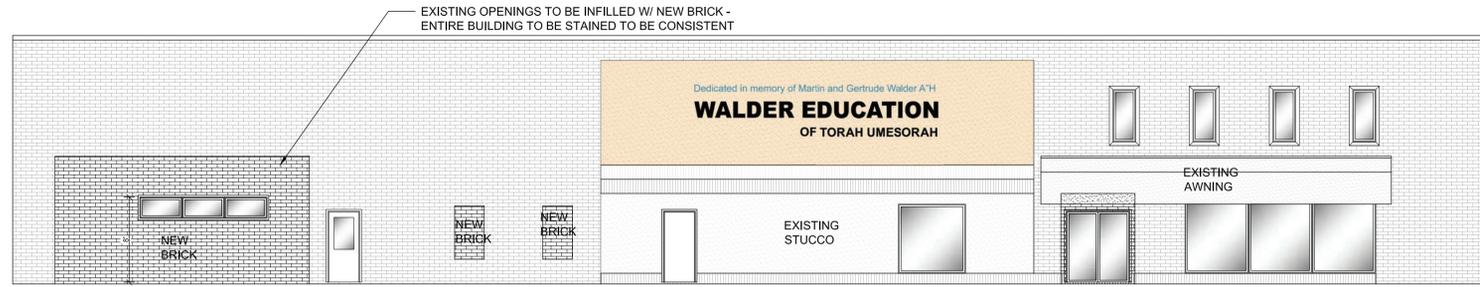
NOTES:

Typical stud length 2" beyond back of letter

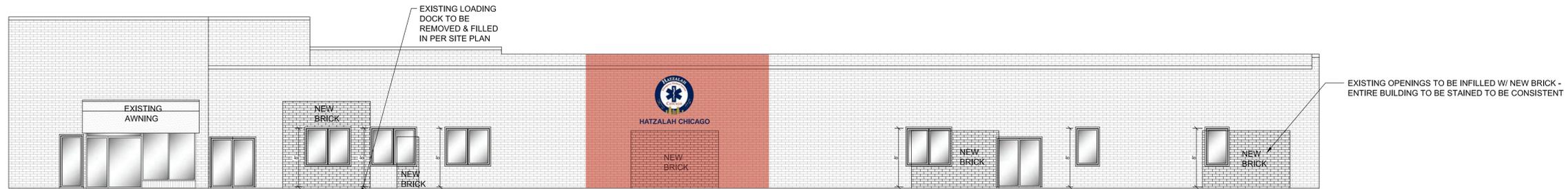
TITLE: FORMED PLASTIC - STUD MOUNT			
MATERIAL: PLASTIC		PRODUCT TYPE: PLASTIC LETTERS	
DWG NO. FORM10	REV 02/24/15	SCALE: AS INDICATED	SHEET 1 OF 1

FASTSIGNS | Skokie

3437 Dempster St • Skokie, IL 60076



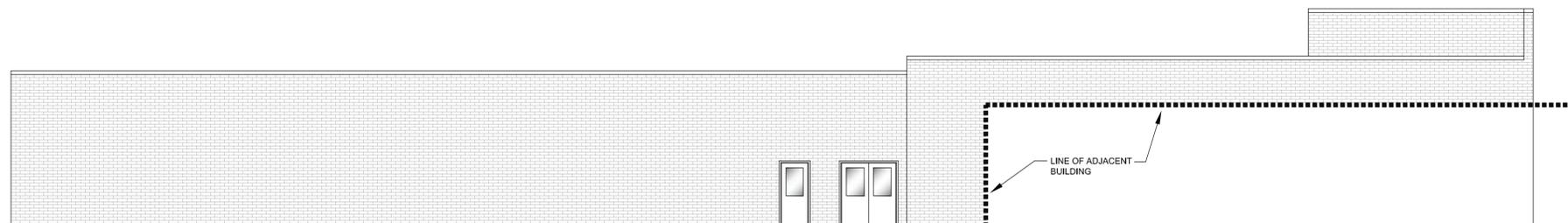
01 PROPOSED NORTHEAST (LINCOLN AVE) ELEVATION
SCALE: 1/8"=1'-0"



02 PROPOSED NORTHWEST (HAMLIN AVE) ELEVATION
SCALE: 1/8"=1'-0"



03 PROPOSED SOUTHWEST (ARTHUR AVE) ELEVATION
SCALE: 1/8"=1'-0"



04 PROPOSED SOUTHEAST ELEVATION
SCALE: 1/8"=1'-0"

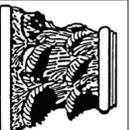
SHEET NO. A-5

DATE:

03.10.17	09.11.17
05.15.17	09.13.17
06.15.17	
06.20.17	
08.02.17	
08.02.17 V/2	

PROJECT:
INTERIOR & EXTERIOR RENOVATIONS TO:
6530 N. LINCOLN AVE
LINCOLNWOOD, ILLINOIS

TOWN STUDIOS, INC.
TOWN STUDIOS, INC.
1297 SHERMER ROAD NORTHBROOK, IL 60062
PHONE: 847-498-0900
WWW.TOWNSTUDIOS.COM





HATZALAH CHICAGO

Hatzalah Chicago
PO Box 59816
Chicago, IL 60659
info@hatzalahchicago.org
Phone (847) 454-0800
(non-emergency)
Fax (847) 324-4577

RABBINICAL BOARD

Rabbi Zev Cohen
Rabbi Shmuel Fuerst
Rabbi Baruch Hertz
Rabbi Leonard Matanky
Rabbi Gedalia Dov Schwartz
Rabbi Chaim Twerski

MEDICAL BOARD

Dr. Michael Friedman
Dr. Eli Jacobs
Dr. Joel Okner
Dr. Gary Schreiber
Dr. Phil Zaret

BOARD OF DIRECTORS

Craig Frank
Simcha Frank
Eliezer Hildeshaim
Tzvi Montrose
Hillel Shapiro
Ari Shulman
Shlomo Starck

OFFICERS

Rivka Kompel

08/03/2017

Village of Lincolnwood

c/o Steve McNellis - Community Development Director

6900 North Lincoln Avenue

Lincolnwood, Illinois 60712

Email: smcnellis@lwd.org

RE: 6530 North Lincoln Avenue – Hatzalah Lights and Sirens

Dear President Bass and Village Board of Trustees:

Hatzalah Chicago was formed to enhance pre-hospital care and develop a higher level of emergency preparedness and support in the Chicagoland Jewish Community by augmenting the existing services provided by the municipalities. In emergency medical situations where every second counts, community members deserve to have access to the best possible care.

As you are aware, we are seeking support for zoning changes to 6530 N. Lincoln to permanently house our organization. Hatzalah Chicago's goal is to provide emergency medical response 24 hours a day, 7 days a week within defined geographical boundaries of Lincolnwood, Peterson Park, Skokie, and West Rogers Park.

We are committed to being great neighbors. To ensure there is minimal disturbance to our neighbors, we hereby agree that we will not turn on our sirens while the ambulance is in the garage, or when we are leaving our garage and traveling on Hamlin Avenue or Arthur Avenue. The sirens will only be turned on once our vehicles reach either Lincoln Avenue or Devon Avenue.

We hope this satisfies any concerns you have.

Sincerely,

Tzvi Montrose

Founding Sponsorships in Memory of:

*Mr. Chaim Tzvi "Herman" Aaron z'l • Mrs. Bracha "Birdie" and Mr. Moshe Eliyahu "Maurie" Kirshner z'l •
Rabbi Yechiel "Henry" Lipshitz z'l • Rabbi Moshe Mendel "Marvin" Needle z'l*

Appendix #7 Relevant Code Sections

Subdivision Ordinance (Chapter 16 of the Village Code)

Consolidation of More Than Two Lots

Section 16-5-2. Lots

- 1) Consolidations.
 - 1) Two lots. For the consolidation of two lots into one lot, the total side yard setbacks for the new lot shall comply with the setbacks required by the Zoning Ordinance for the district in which the lot is located, and the individual side yard setbacks shall be subject to the review and approval of the Plan Commission.
 - 2) More than two lots. No consolidation of more than two lots shall be permitted unless a variation is granted pursuant to Article 9 of this Chapter 16. In granting any such variation, the Board of Trustees may, pursuant to Section 16-9-3 of this Code, impose certain conditions, including, without limitation, any one or more of the following conditions:
 - a) The installation of additional landscaping on the lot;
 - b) An increase in the width of any required yard or yards on such lot beyond what is required by the Zoning Ordinance;
 - c) A restriction on the gross floor area for the lot that is less than what is permitted by the Zoning Ordinance; and
 - d) A restriction on the maximum impervious surface on the lot.

Zoning Ordinance (Chapter 15 of the Village Code)

Rear Yard Setback in the B-1 District

Section 4.13 Area, bulk, density and setback standards: Business and Office Districts establishes a minimum rear yard setback of 10 feet.

Side Yard Setback in the M-B District

Section 4.14 Area, bulk, density and setback standards: M-B District establishes a minimum side yard setback of 5 feet.

Rear Yard Setback in the M-B District

Section 4.14 Area, bulk, density and setback standards: M-B District establishes a minimum rear yard setback of 5 feet.

Parking Lot Curb Requirement

Section 6.14 Minimum landscape requirements for off-street parking lots.

- 1) Perimeter screening required. Every off-street parking lot or parking area containing, five or more parking spaces shall be set back, buffered and screened from public view and adjacent

property by a perimeter landscaped area having a minimum width of eight feet, or, where screening shall consist of a masonry wall, a minimum width of five feet.

- a. The minimum width for the perimeter screening area shall be measured from the property line and shall not include any parking overhang.
- b. Screening within the perimeter setback area shall consist of a masonry wall, densely planted hedge or massing of shrubs resulting in a 75% semi-opaque screen within one year of installation, installed in a manner so as to inhibit public views of the parking area.
- c. Perimeter screening shall be continuous, except for breaks as may be permitted for sidewalks, driveways and sight triangles.
- d. Masonry walls used for perimeter screening shall have a minimum height of 30 inches and a maximum height of 36 inches. Such walls shall have a finished surface which is the same or closely similar to the masonry of the principal building.
- e. Shrubs planted as perimeter screening shall be at least three feet in height at time of installation.
- f. The surface of the perimeter setback area shall be suitably covered with grass, ground cover or similar vegetation and periodically mulched. Impervious materials such as asphalt, concrete or a layer of stone is prohibited.
- g. A six-inch continuous poured-in-place concrete curb shall separate all drive and parking surfaces from landscape areas.
- h. Upon petition, the ZBA may recommend a creative alternate perimeter screening plan of berms, walls, shrubs, trees or other material, which has the effect of providing a minimum three-foot high visual screen of parking areas.

Section 5.15 Major Variations Standards

(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.