



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
7:00 P.M. SEPTEMBER 4, 2018**

**AGENDA**

**I) Call to Order**

**II) Roll Call**

**IV) Regular Business**

- 1) Discussion Concerning Village Code Text Amendment Regarding Ice Rinks (7:00-7:30 p.m.)

**V) Public Comment**

**VI) Adjournment**

DATE POSTED: August 31, 2018



## MEMORANDUM

TO: President Bass and Members of the Village Board

FROM: Charles Meyer, Assistant to the Village Manager

DATE: August 31, 2018

SUBJECT: **September 4 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. Due to the late start, dinner will not be available. Please find below a summary of the items for discussion:

1) **Discussion Concerning Village Code Amendment Regarding Ice Rinks (7:00 – 7:30 p.m.)**

During the winter of 2017-18, the Community Development Department became aware of two instances of ice rinks on residential properties. Staff had difficulty enforcing the requirements of the Zoning Code since it does not explicitly identify ice rinks as being prohibited by the Code. Therefore staff is asking for this matter to be referred to the Plan Commission for consideration of a Zoning Code Text Amendment. [Attached](#) is the memorandum from the Development Manager outlining the details of this request.

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



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## MEMORANDUM

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**TO:** Robert Merkel  
Interim Village Manager

**FROM:** Doug Hammel, AICP  
Development Manager

**DATE:** September 4, 2018

**SUBJECT:** Standards Related to the Permissibility of Seasonal Ice Rinks

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### **BACKGROUND**

During the winter of 2017-2018, the Community Development Department observed two instances of seasonal ice rinks being installed on residential properties. The Department worked with the property owners to have them removed since they were in non-compliant locations on the respective lots. In one instance, staff had difficulty enforcing the requirements of the Zoning Code since it does not explicitly identify ice rinks as limited to rear yards. Table 3.10.01 of the Zoning Code currently states that *"tennis courts, volleyball, basketball, shuffleboard, and other courts, private"* are permitted only in rear yards and only if *"they are not less than 10 feet from any property line or the minimum setback, whichever is more restrictive."* Staff interpreted ice rinks as falling under the purview of this regulation since they can reasonably be considered "other courts".

### **RECOMMENDATION**

To better clarify the intent of the Zoning Code, staff requests that the Village Board refer the matter to the Plan Commission for consideration of a Zoning Code text Amendment. The Text Amendment would include the following:

- A modification to *Table 3.10.01. Permitted Obstructions in Yards* to explicitly identify ice rinks and permitted only in rear yards; and
- An amendment to *Section 2.02. Definitions* to include a definition of "ice rink".

Discussion related to this potential Text Amendment could focus on the following questions:

- Does the Village wish to limit the permissibility of ice rinks to rear yards, similar to how it restricts other types of athletic courts in residential areas?

- Are there certain characteristics of ice rinks that should be prohibited due to their potential impact on surrounding properties (i.e., lighting, walls, etc.)?
- Does the fact that ice rinks tend to be seasonal warrant any special consideration from a zoning standpoint?
- Are there any other potential similar uses of residential properties that should be considered as part of the proposed Text Amendment?

**DOCUMENTS ATTACHED**

1. Relevant Regulations
2. PowerPoint Presentation

## Attachment #1: Relevant Regulations

**Table 3.10.01 Permitted Obstructions in Yards**

<i>Item</i>	<i>Yard</i>			
	<i>Front</i>	<i>Rear</i>	<i>Side</i>	<i>Corner Side</i>
<i>[Rows removed for brevity]</i>				
Tennis courts, volleyball, basketball, shuffleboard and other courts, private, provided not less than 10 feet from any property line or the minimum setback, whichever is more restrictive	—	P	—	—
<i>[Rows removed for brevity]</i>				

# **Committee of the Whole Discussion:**

**Standards related to  
the Permissibility of  
Seasonal Ice Rinks**

# Background

- Table 3.10.01 of the Zoning Code restricts the permitted location of “*tennis courts, volleyball, basketball, shuffleboard and other courts, private*”
  - Permitted in rear yard only
  - Must be setback from all lot lines at least 10’ or minimum required setback, whichever is greater

# Background

- In winter 2017-2018, two known instances of non-compliant ice rinks



# Background

- “Ice rinks” are not explicitly restricted as per Table 3.10.01
- Staff interpreted “ice rinks” as qualifying as “other courts”
- Ambiguity in code made it difficult for staff to enforce its interpretation

# Proposed Text Amendment

- Explicitly restrict “ice rinks” in *Table 3.10.01* to be permitted only in rear yards
- Add a definition for “ice rink” in *Section 2.02 Definitions*

# Relevant Policy Questions

- Does the Village desire to restrict ice rinks in such a way?
- What about related characteristics of ice rinks? (i.e. lighting, walls, etc.)
- Does the seasonal nature of ice rinks impact regulatory approach?
- Are there any other similar uses of residential property that should also be regulated?

# Requested Action

- *Refer the matter to the Plan Commission to discuss potential Zoning Code Text Amendments to Table 3.10.01 and Section 2.02*



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
7:30 P.M., SEPTEMBER 4, 2018**

**AGENDA**

**I. Call to Order**

**II. Pledge to the Flag**

**III. Roll Call**

**IV. Warrant Approval**

**V. Village President's Report**

1. Proclamation Regarding Fairness and Equality
2. Appointment of Martina Keller as Zoning Board of Appeals Chairperson
3. Presentation on Current and Upcoming Development-Related Projects
4. Resolution Regarding Contract for Interim Village Manager Robert Merkel
5. Madeleine Grant Volunteer of the Year Arthur Lovering

*Short Break for Reception*

**VI. Consent Agenda** (If anyone wishes to speak to any matter on the Consent Agenda, a Speaker's Request Form must be completed, presented to the Village Manager, and the matter will be removed from the Consent Agenda and added to Regular Business.)

1. Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Approving a Variation Related to the Setback of an Accessory Structure at 6522 North Spaulding Avenue (Appears on Consent Agenda Because it was Approved Unanimously by a Recommending Body)
2. Approval of an Ordinance Pertaining to the Following: A) Authorizing the Purchase of a New Holland U80C Tractor Loader through the Sourcewell Joint Purchasing Contract #032515 from Martin Implement of Wauconda, Illinois in the Amount of \$96,542.35; and B) Declaring Tractor 3 Surplus and Authorizing its Sale or Disposal upon Receipt of the New Tractor (Appears on Consent Agenda Because it is Through a Joint Purchasing Cooperative)
3. Approval of a Resolution to Purchase Two 2019 Ford F-250 XL Pick-Up Trucks through the Northwest Municipal Conference Suburban Purchasing Cooperative Program, Contract #178, from Currie Motors of Frankfort, Illinois in the Amount of \$72,602 (Appears on Consent Agenda Because it is Through a Joint Purchasing Cooperative)
4. Approval of a Resolution Approving a Transferee Assumption Agreement (Appears on Consent Agenda Because it is a Routine Function of Government)

**VII. Regular Business**

5. Consideration of an Ordinance Setting the Time and Place for a Public Hearing on the Establishment of the North Lincoln Redevelopment Project Area and Tax Increment Redevelopment Plan and Project
6. Consideration of a Resolution to Approve a Final Plat of Subdivision for 6636 North Leroy Avenue

**VIII. Manager's Report**

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

**X. Village Clerk's Report**

**XI. Trustee Report**

**XII. Public Forum**

**XIII. Closed Session**

*A Closed Session is Requested to Discuss Setting Price to Sell or Lease Property Per Section 2(c)(6)*

**XIV. Adjournment**

DATE POSTED: August 31, 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](http://Lincolnwood.tv) at 7:30 p.m. Rebroadcasts of Village Board meetings can be viewed one week following the live broadcast at 1:00 p.m. and 7:30 p.m. on cable television or online at [lwdtv.org](http://lwdtv.org) or on the Lincolnwood Mobile App.

TO: President and the Board of Trustees  
FROM: Robert J. Merkel, Interim Village Manager  
SUBJECT: Warrant Approval  
DATE: August 31, 2018

The following are the totals for the List of Bills being presented at the September 4th Village Board meeting.

09/04/2018	29,646.94
09/04/2018	228,766.36
09/04/2018	85,094.09
09/04/2018	53,142.76
09/04/2018	67,735.93
Total	<hr/> \$ 464,386.08

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 08/29/2018 - 11:24AM  
Batch: 00100.09.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
American Express AMEREXP				
31182071118	7/11/2018	62.95	0.00	09/04/2018
101-100-511-5799				Other materials & supplies Flowers
	31182071118 Total:	62.95		
31182071218	7/12/2018	1.99	0.00	09/04/2018
101-250-511-5340				Maintenance Agreement Expen Web domain
	31182071218 Total:	1.99		
31182071518	7/15/2018	18.20	0.00	09/04/2018
101-250-511-5340				Maintenance Agreement Expen Web domain
	31182071518 Total:	18.20		
31182071718	7/17/2018	32.97	0.00	09/04/2018
101-100-511-5840				Meals Dinner - Village Board meeting
31182071718	7/17/2018	38.00	0.00	09/04/2018
101-100-511-5840				Meals Dinner - Village Board meeting
31182071718	7/17/2018	251.00	0.00	09/04/2018
101-100-511-5840				Meals Dinner - Village Board meeting
31182071718	7/17/2018	200.00	0.00	09/04/2018
101-200-511-5570				Professional associations Membership/ICMA
	31182071718 Total:	521.97		
31182072618	7/26/2018	19.99	0.00	09/04/2018
101-250-511-5340				Maintenance Agreement Expen Adobe in Design monthly fee

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	31182072618 Total:	19.99			
31182080118	8/1/2018	407.84	0.00	09/04/2018	
101-200-511-5799	Other materials & supplies				Lasertag - Employee appreciation
	31182080118 Total:	407.84			
31182080218	8/2/2018	45.00	0.00	09/04/2018	
101-200-511-5510	Advertising				Craigslist job posting
	31182080218 Total:	45.00			
31182080318	8/3/2018	60.00	0.00	09/04/2018	
101-200-511-5799	Other materials & supplies				Open Table - Employee Appreciation
31182080318	8/3/2018	266.39	0.00	09/04/2018	
101-250-511-5340	Maintenance Agreement Expen				Amazon server storage
	31182080318 Total:	326.39			
31182080718	8/7/2018	237.08	0.00	09/04/2018	
101-200-511-5799	Other materials & supplies				Employee appreciation giveaway
	31182080718 Total:	237.08			
31182080818	8/8/2018	24.47	0.00	09/04/2018	
101-200-511-5799	Other materials & supplies				Dessert for employee recognition event
	31182080818 Total:	24.47			
31182080918	8/9/2018	1.99	0.00	09/04/2018	
101-250-511-5340	Maintenance Agreement Expen				Web domain
	31182080918 Total:	1.99			
31190071018	7/10/2018	175.98	0.00	09/04/2018	
205-530-515-5730	Program supplies				Day camp supplies
	31190071018 Total:	175.98			
31190071218	7/12/2018	153.97	0.00	09/04/2018	
205-430-515-5730	Program supplies				BSN Sports - basketball nets
31190071218	7/12/2018	350.98	0.00	09/04/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-560-515-5405 R&M - buildings					Sustainability Supply - locker room shelves
31190071218	7/12/2018	88.00	0.00	09/04/2018	
205-530-515-5645 Concessions & food					Little Caesars - day camp pizza
31190071218	7/12/2018	19.95	0.00	09/04/2018	
205-530-515-5645 Concessions & food					Amazon - day camp snack
31190071218 Total:		612.90			
31190071318	7/13/2018	483.97	0.00	09/04/2018	
205-530-515-5270 Purchased program services					Sky High - day camp trip
31190071318	7/13/2018	328.00	0.00	09/04/2018	
205-530-515-5645 Concessions & food					Little Caesars - pizza day
31190071318 Total:		811.97			
31190071618	7/16/2018	15.99	0.00	09/04/2018	
205-500-515-5725 Credit card charges					Walgreens - poster photo
31190071618	7/16/2018	183.42	0.00	09/04/2018	
205-560-515-5405 R&M - buildings					Quincy Compressors - pool compressor part
31190071618 Total:		199.41			
31190071718	7/17/2018	993.50	0.00	09/04/2018	
205-430-515-5730 Program supplies					QSR Awards - plaque
31190071718 Total:		993.50			
31190071818	7/18/2018	191.00	0.00	09/04/2018	
205-530-515-5270 Purchased program services					Pump It Up - camp trip
31190071818	7/18/2018	19.72	0.00	09/04/2018	
205-530-515-5270 Purchased program services					Brunswick Zone - day camp trip
31190071818	7/18/2018	500.00	0.00	09/04/2018	
205-530-515-5645 Concessions & food					Meatheads - camp family picnic
31190071818	7/18/2018	150.00	0.00	09/04/2018	
205-560-515-5270 Purchased program services					The Barefoot Hawaiians - Luau at the pool
31190071818 Total:		860.72			
31190071918	7/19/2018	804.03	0.00	09/04/2018	
205-430-515-5730 Program supplies					Signs.com - park signs
31190071918	7/19/2018	28.00	0.00	09/04/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-520-515-5645 Concessions & food					Little Caesars - club kid pizza
31190071918	7/19/2018	86.03	0.00	09/04/2018	
205-530-515-5730 Program supplies					Jewel - day camp supplies
31190071918 Total:		918.06			
31190072018	7/20/2018	119.98	0.00	09/04/2018	
205-530-515-5730 Program supplies					Walmart - camp pool craft
31190072018	7/20/2018	2.29	0.00	09/04/2018	
205-530-515-5645 Concessions & food					Marianos - day camp supplies
31190072018	7/20/2018	48.99	0.00	09/04/2018	
205-530-515-5730 Program supplies					Amazon - camp scrapbooking supplies
31190072018 Total:		171.26			
31190072318	7/23/2018	21.45	0.00	09/04/2018	
205-530-515-5730 Program supplies					Jewel - food for camp
31190072318	7/23/2018	17.45	0.00	09/04/2018	
205-530-515-5730 Program supplies					Jewel - food for camp
31190072318 Total:		38.90			
31190072418	7/24/2018	27.96	0.00	09/04/2018	
205-530-515-5270 Purchased program services					Brunswick Zone - camp field trip
31190072418	7/24/2018	-435.95	0.00	09/04/2018	
205-560-515-5730 Program supplies					Refund
31190072418 Total:		-407.99			
31190072518	7/25/2018	265.00	0.00	09/04/2018	
205-500-515-5510 Advertising					IPRA - job posting
31190072518	7/25/2018	610.20	0.00	09/04/2018	
205-530-515-5270 Purchased program services					Whirleyball - camp trip
31190072518	7/25/2018	1,577.52	0.00	09/04/2018	
205-530-515-5270 Purchased program services					Medieval Times - camp trip
31190072518	7/25/2018	6.48	0.00	09/04/2018	
205-530-515-5730 Program supplies					Jewel - camp supplies
31190072518 Total:		2,459.20			
31190072618	7/26/2018	208.93	0.00	09/04/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-530-515-5730 Program supplies					Walmart - camp supplies
31190072618	7/26/2018	65.00	0.00	09/04/2018	
205-530-515-5270 Purchased program services					Field Museum - camp trip
31190072618	7/26/2018	2,544.99	0.00	09/04/2018	
205-530-515-5270 Purchased program services					Six Flags - camp trip
31190072618	7/26/2018	435.00	0.00	09/04/2018	
205-530-515-5645 Concessions & food					Little Caesars - camp pizza day
31190072618	7/26/2018	437.50	0.00	09/04/2018	
205-530-515-5270 Purchased program services					Mobile Room Escape - camp trip
	31190072618 Total:	3,691.42			
31190072718	7/27/2018	35.12	0.00	09/04/2018	
205-530-515-5730 Program supplies					Walmart - camp supplies
	31190072718 Total:	35.12			
31190073018	7/30/2018	702.00	0.00	09/04/2018	
205-530-515-5270 Purchased program services					Elk Grove Village - camp trip
	31190073018 Total:	702.00			
31190080118	8/1/2018	10.00	0.00	09/04/2018	
205-560-515-5645 Concessions & food					Google - pool account
31190080118	8/1/2018	10.00	0.00	09/04/2018	
205-530-515-5730 Program supplies					Google - camp account
31190080118	8/1/2018	30.00	0.00	09/04/2018	
205-530-515-5730 Program supplies					Amazon - camp bubbles
31190080118	8/1/2018	35.48	0.00	09/04/2018	
205-530-515-5590 Training					Marianos - camp snacks
	31190080118 Total:	85.48			
31190080218	8/2/2018	150.90	0.00	09/04/2018	
205-500-515-5725 Credit card charges					Plug n Play - monthly billing
31190080218	8/2/2018	900.00	0.00	09/04/2018	
205-530-515-5270 Purchased program services					Northbrook Park District - camp trip
31190080218	8/2/2018	-81.00	0.00	09/04/2018	
205-530-515-5270 Purchased program services					Refund

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
31190080218 Total:		969.90			
31190080318	8/3/2018	70.50	0.00	09/04/2018	Active - Turkey Trot advertising
205-509-515-5510 Advertising					
31190080318 Total:		70.50			
31190080718	8/7/2018	667.70	0.00	09/04/2018	Sky High - day camp trip
205-530-515-5270 Purchased program services					
31190080718 Total:		667.70			
31190080818	8/8/2018	207.00	0.00	09/04/2018	Jump Zone - camp trip
205-530-515-5270 Purchased program services					
31190080818	8/8/2018	716.25	0.00	09/04/2018	Sky High Sports - day camp trip
205-530-515-5270 Purchased program services					
31190080818 Total:		923.25			
31190080918	8/9/2018	6.57	0.00	09/04/2018	Walmart - camp overnight supplies
205-530-515-5730 Program supplies					
31190080918	8/9/2018	47.22	0.00	09/04/2018	Jewel - day camp supplies
205-530-515-5730 Program supplies					
31190080918	8/9/2018	113.00	0.00	09/04/2018	Little Caesars - day camp pizza
205-530-515-5645 Concessions & food					
31190080918	8/9/2018	395.00	0.00	09/04/2018	Little Caesars - cay camp pizza
205-530-515-5645 Concessions & food					
31190080918 Total:		561.79			
31208073118	7/31/2018	95.00	0.00	09/04/2018	ICSC Membership
101-240-517-5570 Professional associations					
31208073118 Total:		95.00			
31216071818	7/18/2018	21.00	0.00	09/04/2018	Parking for MWRD meeting
101-400-511-5820 Local mileage, parking & tolls					
31216071818 Total:		21.00			
31216080318	8/3/2018	150.00	0.00	09/04/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-410-511-5590 Training					Operator training for PW
31216080318	8/3/2018	150.00	0.00	09/04/2018	
101-410-511-5590 Training					Operator training for PW
31216080318	8/3/2018	150.00	0.00	09/04/2018	
101-410-511-5590 Training					Operator training for PW
	31216080318 Total:	450.00			
31216081418	8/14/2018	60.17	0.00	09/04/2018	
101-420-511-5405 R&M - buildings					Receiver for PD door
	31216081418 Total:	60.17			
32008071618	7/16/2018	274.51	0.00	09/04/2018	
101-250-511-5580 Telephone					Cable Service - Village Hall
32008071618	7/16/2018	147.85	0.00	09/04/2018	
660-610-519-5580 Telephone					Cable Service - PW
	32008071618 Total:	422.36			
32081082218	8/22/2018	110.40	0.00	09/04/2018	
101-350-512-5740 Repair parts					Sherman Dodge - Command van part
32081082218	8/22/2018	443.92	0.00	09/04/2018	
101-350-512-5560 Printing & copying services					Cards Direct - Get Well cards
	32081082218 Total:	554.32			
	American Express Total:	17,811.79			
Bank of America, Business Card					
BANKOFAM					
6958080818	8/8/2018	196.31	0.00	09/04/2018	
101-300-512-5700 Office supplies					Shoplet - office supplies
6958080818	8/8/2018	52.52	0.00	09/04/2018	
101-300-512-5730 Program supplies					Marianos - refreshments for Meet & Greet
6958080818	8/8/2018	50.00	0.00	09/04/2018	
101-300-512-5730 Program supplies					Special Olympics - truck convoy
6958080818	8/8/2018	425.00	0.00	09/04/2018	
101-300-512-5810 Conference & meeting registrat					Conference Registration

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
6958080818	8/8/2018	302.41	0.00	09/04/2018	
101-300-512-5850					Purchased Transportation American Airlines - air fare for conference
6958080818	8/8/2018	69.98	0.00	09/04/2018	
101-300-512-5700					Office Depot - office supplies
6958080818	8/8/2018	661.97	0.00	09/04/2018	
101-300-512-5730					Program supplies The Fun Ones - Bouncy House
6958080818	8/8/2018	-84.44	0.00	09/04/2018	
101-300-512-5730					Program supplies Credit
6958080818 Total:		1,673.75			
7670070518	7/5/2018	102.45	0.00	09/04/2018	
205-563-515-5645					Concessions & food GFS - Concession stand fryer oil
7670070518 Total:		102.45			
7670070718	7/7/2018	7.49	0.00	09/04/2018	
205-563-515-5645					Concessions & food GFS - Concession stand sugar
7670070718 Total:		7.49			
7670071818	7/18/2018	14.29	0.00	09/04/2018	
205-500-515-5700					Office supplies Office Depot - Mailing labels
7670071818 Total:		14.29			
7670071918	7/19/2018	480.00	0.00	09/04/2018	
205-560-515-5270					Purchased program services Mystic Waters - camp field trip
7670071918	7/19/2018	93.76	0.00	09/04/2018	
205-580-515-5270					Purchased program services GFS - Luau event supplies
7670071918 Total:		573.76			
7670080118	8/1/2018	81.96	0.00	09/04/2018	
205-563-515-5645					Concessions & food GFS - Concession stand fryer oil
7670080118 Total:		81.96			
8334071118	7/11/2018	40.00	0.00	09/04/2018	
101-210-511-5820					Local mileage, parking & tolls Ipass replenishment

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	8334071118 Total:	40.00			
8334072318	7/23/2018	40.00	0.00	09/04/2018	
101-210-511-5820	Local mileage, parking & tolls				Ipass replenishment
	8334072318 Total:	40.00			
8334080118	8/1/2018	40.00	0.00	09/04/2018	
101-210-511-5820	Local mileage, parking & tolls				Ipass replenishment
	8334080118 Total:	40.00			
8334080318	8/3/2018	51.12	0.00	09/04/2018	
101-210-511-5840	Meals				Budget discussion meeting/Finance
	8334080318 Total:	51.12			
9025071118	7/11/2018	102.45	0.00	09/04/2018	
205-563-515-5645	Concessions & food				GFS - Concession
9025071118	7/11/2018	804.00	0.00	09/04/2018	
205-530-515-5270	Purchased program services				Sunshine Arts & Crafts - camp trip
9025071118	7/11/2018	119.60	0.00	09/04/2018	
205-530-515-5730	Program supplies				Jewel - camp supplies
	9025071118 Total:	1,026.05			
9025071318	7/13/2018	42.29	0.00	09/04/2018	
205-530-515-5730	Program supplies				Jewel - camp supplies
	9025071318 Total:	42.29			
9025071718	7/17/2018	2.00	0.00	09/04/2018	
205-530-515-5645	Concessions & food				Dollar Tree - camp picnic
9025071718	7/17/2018	35.80	0.00	09/04/2018	
205-530-515-5730	Program supplies				Walmart - camp tye dye shirts
	9025071718 Total:	37.80			
9025072418	7/24/2018	432.00	0.00	09/04/2018	
205-530-515-5270	Purchased program services				Bensenville - camp trip

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	9025072418 Total:	432.00			
9025080618	8/6/2018	181.79	0.00	09/04/2018	Walmart - camp supplies
	205-530-515-5730 Program supplies				
	9025080618 Total:	181.79			
	Bank of America, Business	4,344.75			
Clifford-Wald CLIFFORD					
IN00109793	6/29/2018	6,995.00	0.00	09/04/2018	HP Design JetT2530 PS Plotter
	101-000-210-2650 Contractor Permits Payable				
	IN00109793 Total:	6,995.00			
IN00109814	6/29/2018	495.40	0.00	09/04/2018	Ink, paper for plotter
	101-000-210-2650 Contractor Permits Payable				
	IN00109814 Total:	495.40			
	Clifford-Wald Total:	7,490.40			
	Report Total:	29,646.94			

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
 Printed: 08/23/2018 - 2:18PM  
 Batch: 00101.09.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			
City of Chicago Dept of Water				
CTYOFCHI				
430883-430883	8/10/2018	111,000.36	0.00	09/04/2018
660-620-519-5790	Water purchases			
				Water - 6/12/18-7/12/18
430883-430883	Total:	111,000.36		
430884-430884	8/10/2018	96,609.24	0.00	09/04/2018
660-620-519-5790	Water purchases			
				Water - 6/12/18-7/12/18
430884-430884	Total:	96,609.24		
City of Chicago Dept of W		207,609.60		
Commonwealth Edison				
COMED				
1011026306	8/14/2018	1,548.12	0.00	09/04/2018
101-440-513-5785	Utilities - public way			
				Metered Street Lights
1011026306	Total:	1,548.12		
2028043041	8/7/2018	3,392.40	0.00	09/04/2018
101-440-513-5785	Utilities - public way			
				Master Account Street lighting
2028043041	Total:	3,392.40		
5103171049	8/14/2018	8,490.36	0.00	09/04/2018
101-440-513-5785	Utilities - public way			
				Master Account Street lighting
5103171049	8/14/2018	109.53	0.00	09/04/2018
660-620-519-5785	Utilities - public way			
				Master Account Street lighting

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	5103171049 Total:	8,599.89		
57221-35010	8/7/2018	130.48	0.00	09/04/2018
101-440-513-5785	Utilities - public way			Master Account Street lighting
	57221-35010 Total:	130.48		
592075011	7/27/2018	1,683.22	0.00	09/04/2018
101-440-513-5785	Utilities - public way			Master Account Street lighting
	592075011 Total:	1,683.22		
	Commonwealth Edison To	15,354.11		
Fedex				
FEDEX				
811309872289	8/8/2018	20.86	0.00	09/04/2018
101-210-511-5720	Postage			Shipping - Admin
	811309872289 Total:	20.86		
811309872598	8/8/2018	46.13	0.00	09/04/2018
101-210-511-5720	Postage			Shipping - Building
	811309872598 Total:	46.13		
	Fedex Total:	66.99		
Illinois Department of Revenue				
ILDEPREV				
July 2018	8/12/2018	2,161.00	0.00	09/04/2018
205-563-410-4486	Entrees			Sales tax concessions - July 2018
	July 2018 Total:	2,161.00		
	Illinois Department of Rev	2,161.00		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Metropolitan Mayor Caucus					
METROMAY					
2018-151	7/31/2018	566.55	0.00	09/04/2018	
101-100-511-5540					Intergovernmental fees & dues
					2017-2018 Caucus Dues
	2018-151 Total:	566.55			
	Metropolitan Mayor Cauca	566.55			
Nicor Gas					
NICOR					
1436840000	8/7/2018	96.48	0.00	09/04/2018	
205-430-515-5780					Utilities - government buildin
					Community Center
	1436840000 Total:	96.48			
21-46-84-00003	8/7/2018	186.68	0.00	09/04/2018	
205-560-515-5780					Utilities - government buildin
					Pool
	21-46-84-00003 Total:	186.68			
21-84-84-00004	8/7/2018	42.28	0.00	09/04/2018	
660-620-519-5780					Utilities - government buildin
					Pump Station
	21-84-84-00004 Total:	42.28			
3017240000	8/8/2018	107.84	0.00	09/04/2018	
101-420-511-5780					Utilities - government buildin
					Public Services
	3017240000 Total:	107.84			
31-46-84-00002	8/7/2018	631.95	0.00	09/04/2018	
205-560-515-5780					Utilities - government buildin
					Parks & Rec
	31-46-84-00002 Total:	631.95			
5202340000	8/8/2018	118.67	0.00	09/04/2018	
101-420-511-5780					Utilities - government buildin
					Village Hall
	5202340000 Total:	118.67			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
6202340000	8/8/2018	429.65	0.00	09/04/2018
101-420-511-5780	Utilities - government buildin			Public Safety
	6202340000 Total:	429.65		
70-61-47-04487	8/8/2018	84.30	0.00	09/04/2018
205-560-515-5780	Utilities - government buildin			7055 Kostner
	70-61-47-04487 Total:	84.30		
	Nicor Gas Total:	1,697.85		
U.S. FoodService, Inc.				
USFOODSE				
1591060	8/8/2018	1,310.26	0.00	09/04/2018
205-563-515-5645	Concessions & food			Concession stand food
	1591060 Total:	1,310.26		
	U.S. FoodService, Inc. Tot	1,310.26		
	Report Total:	228,766.36		

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
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Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

Air One Equipment  
AIRONE

135186	8/10/2018	2,263.65	0.00	09/04/2018
101-350-512-5730 Program supplies				Replacement fire hose nozzles
135186 Total:		2,263.65		
Air One Equipment Total:		2,263.65		

Airoom Inc  
AIROOM

082018	8/20/2018	50,000.00	0.00	09/04/2018
452-000-210-2010 Accounts Payable				Property Enhancement program - Grant
082018 Total:		50,000.00		
Airoom Inc Total:		50,000.00		

Alltown Bus Service  
ALLTOWN

512754	8/17/2018	3,614.80	0.00	09/04/2018
205-530-515-5721 Transportation				Day camp bus
512754 Total:		3,614.80		
Alltown Bus Service Total:		3,614.80		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Alpha Baking Company ALPHABAK 180055229002	8/17/2018	47.70	0.00	09/04/2018	
205-560-515-5645 Concessions & food					Concession stand bread order
180055229002 Total:		47.70			
Alpha Baking Company To		47.70			
American Building Services, LLC AMERBLD 4025527	8/10/2018	400.00	0.00	09/04/2018	
101-420-511-5405 R&M - buildings					Horton swing control for PD
4025527 Total:		400.00			
American Building Service		400.00			
ARRP Trucking & Hauling Inc ARRP 233	8/7/2018	3,084.00	0.00	09/04/2018	
660-620-519-5599 Other contractual					12 loads of hauling out dirt
233 Total:		3,084.00			
241	8/14/2018	257.00	0.00	09/04/2018	
660-620-519-5599 Other contractual					One laud of hauling out dirt
241 Total:		257.00			
ARRP Trucking & Hauling		3,341.00			
Azami, Jalaal AZAMI 18-8879	8/22/2018	3,244.50	0.00	09/04/2018	
101-000-210-2480 Unadjudicated forfeitures					Funds RE: Asset Forfeiture

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
18-8879 Total:		3,244.50			
Azami, Jalaal Total:		3,244.50			
Best Quality Cleaning, Inc.					
BESTQU					
24905	6/20/2018	2,396.68	0.00	09/04/2018	
101-420-511-5240 Janitorial					Cleaning Services - June 2018
24905	6/20/2018	833.32	0.00	09/04/2018	
205-571-515-5240 Janitorial					Cleaning Services - June 2018
24905 Total:		3,230.00			
25647	8/20/2018	3,230.00	0.00	09/04/2018	
101-420-511-5240 Janitorial					Cleaning Services - August 2018
25647 Total:		3,230.00			
Best Quality Cleaning, Inc.		6,460.00			
Builders Asphalt					
BUILDERS					
30121	7/30/2018	520.62	0.00	09/04/2018	
213-000-561-5490 R&M Road Repairs					Asphalt - surface
30121 Total:		520.62			
30174	7/31/2018	671.40	0.00	09/04/2018	
213-000-561-5490 R&M Road Repairs					Asphalt - surface
30174 Total:		671.40			
30268	8/1/2018	481.20	0.00	09/04/2018	
213-000-561-5490 R&M Road Repairs					Asphalt - surface
30268 Total:		481.20			
30322	8/2/2018	640.32	0.00	09/04/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
213-000-561-5490 R&M Road Repairs					Asphalt - surface
30322 Total:		640.32			
30387	8/3/2018	609.40	0.00	09/04/2018	
213-000-561-5490 R&M Road Repairs					Asphalt - surface
30387 Total:		609.40			
30488	8/7/2018	558.62	0.00	09/04/2018	
213-000-561-5490 R&M Road Repairs					Asphalt - surface
30488 Total:		558.62			
Builders Asphalt Total:		3,481.56			
Canon Solutions America					
CANN					
470472	8/15/2018	110.89	0.00	09/04/2018	
101-210-511-5440 R&M - office equipment					Copier - PD/Usage and rental
470472 Total:		110.89			
476907	8/1/2018	67.41	0.00	09/04/2018	
101-210-511-5440 R&M - office equipment					Copier - PD/Usage and rental
476907 Total:		67.41			
Canon Solutions America T		178.30			
Chicago Communications, LLC					
CHGOCOMM					
304059	8/8/2018	50.00	0.00	09/04/2018	
101-300-512-5410 R&M - communications equipm					Portable radio maintenance - September 2018
304059 Total:		50.00			
Chicago Communications,		50.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Coca-Cola Bottling Company					
COCACOLA					
726208726	7/31/2018	493.17	0.00	09/04/2018	Concession stand beverage purchase
205-560-515-5645 Concessions & food					
726208726 Total:		493.17			
728207675	8/13/2018	40.00	0.00	09/04/2018	Concession stand beverage purchase
205-560-515-5645 Concessions & food					
728207675 Total:		40.00			
Coca-Cola Bottling Compa		533.17			
De Lange Landen Financial Services					
DELANGE					
60300536	8/17/2018	89.92	0.00	09/04/2018	Community Center copier - July
205-571-515-5730 Program supplies					
60300536 Total:		89.92			
De Lange Landen Financia		89.92			
Dhamavasi, Archawee					
DHAMAVAS					
082118	8/21/2018	350.00	0.00	09/04/2018	Refund - Pool rental
205-000-210-2430 Parks and Recs Control Deposi					
082118 Total:		350.00			
Dhamavasi, Archawee Tota		350.00			
E Town Tennis					
ETOWN					
080818	8/8/2018	2,960.94	0.00	09/04/2018	Tennis lessons
205-550-515-5270 Purchased program services					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
080818 Total:		2,960.94			
E Town Tennis Total:		2,960.94			
Emcor Services Team Mechanical Inc					
EMCOR					
930010318	8/9/2018	689.74	0.00	09/04/2018	Leak check in PD AC unit
101-420-511-5405 R&M - buildings					
930010318 Total:		689.74			
Emcor Services Team Mec		689.74			
Falson, Patrick					
FALSONPA					
REIM082718PFM	8/27/2018	60.00	0.00	09/04/2018	Reimburse Meals/Training
101-300-512-5840 Meals					
REIM082718PFM Total:		60.00			
Falson, Patrick Total:		60.00			
Fedex					
FEDEX					
811309872587	7/31/2018	63.89	0.00	09/04/2018	Shipping - Parks
205-500-515-5560 Printing & copying services					
811309872587 Total:		63.89			
Fedex Total:		63.89			
Hadzalic, Mershiha					
HADZALIC					
081318	8/13/2018	734.00	0.00	09/04/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-000-210-2430 Parks and Recs Control Deposi					Refund - Camp
081318 Total:		734.00			
Hadzalic, Mershiha Total:		734.00			
Illinois City/County Management Association ILCMA					
082118	8/21/2018	115.00	0.00	09/04/2018	
101-200-511-5570 Professional associations					ILCMA/IAMMA Renewal
082118 Total:		115.00			
Illinois City/County Manag		115.00			
Lowe's Business Acc/GECF LOWES					
01337	8/21/2005	-229.28	0.00	09/04/2018	
101-420-511-5405 R&M - buildings					Return
01337 Total:		-229.28			
02066	8/9/2005	9.10	0.00	09/04/2018	
101-420-511-5405 R&M - buildings					Fuse, push in Police Dept
02066 Total:		9.10			
02083	8/21/2005	105.52	0.00	09/04/2018	
101-420-511-5405 R&M - buildings					Knife, grout removal, blades for PD
02083 Total:		105.52			
02098	8/21/2005	278.68	0.00	09/04/2018	
101-420-511-5405 R&M - buildings					PVC, double track, vacuum breaker
02098 Total:		278.68			
02101	8/9/2005	34.45	0.00	09/04/2018	
101-420-511-5405 R&M - buildings					Adapter, washer for Police

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	02101 Total:	34.45			
02115	8/21/2005	185.42	0.00	09/04/2018	Shelves mounting for PD
	101-420-511-5405 R&M - buildings				
	02115 Total:	185.42			
02436	8/2/2005	42.98	0.00	09/04/2018	Pipes for Trailer #1
	205-430-515-5480 R&M - vehicles				
	02436 Total:	42.98			
02776	8/17/2005	-12.59	0.00	09/04/2018	Return
	101-420-511-5405 R&M - buildings				
	02776 Total:	-12.59			
02808	8/6/2018	45.51	0.00	09/04/2018	Outlets for Shelter
	205-430-515-5730 Program supplies				
	02808 Total:	45.51			
02869	8/7/2005	6.13	0.00	09/04/2018	Covers, porcelain keyless lamp
	101-420-511-5405 R&M - buildings				
	02869 Total:	6.13			
02878	8/7/2018	22.00	0.00	09/04/2018	Spray paint, paint brush, water screen
	101-420-511-5405 R&M - buildings				
	02878 Total:	22.00			
02910	8/7/2018	9.72	0.00	09/04/2018	Electronic fuse for Buildings
	101-420-511-5405 R&M - buildings				
	02910 Total:	9.72			
02946	8/8/2005	183.88	0.00	09/04/2018	Caulk gun and epoxy
	205-430-515-5730 Program supplies				
	02946 Total:	183.88			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
02947	8/8/2005	7.90	0.00	09/04/2018
205-430-515-5730				Program supplies
				Insulation for Parks
02947 Total:		7.90		
08686	8/8/2018	1.56	0.00	09/04/2018
205-430-515-5730				Program supplies
				Nylon for Flowers Park
08686 Total:		1.56		
Lowe's Business Acc/GEC		690.98		
Lurvey Landscape Supply				
LURVEY				
T1-10262367	8/13/2018	248.25	0.00	09/04/2018
101-440-513-5680				Landscaping supplies
				Plants for Touhy and Crawford median
T1-10262367 Total:		248.25		
T1-10262596	8/14/2018	319.20	0.00	09/04/2018
101-440-513-5680				Landscaping supplies
				Mulch for Village Hall
T1-10262596 Total:		319.20		
Lurvey Landscape Supply		567.45		
Northeastern IL Public Safety Training				
NORTHEAS				
10940708	8/16/2018	110.00	0.00	09/04/2018
205-430-515-5590				Training
				Public Works driver training
10940708 Total:		110.00		
Northeastern IL Public Saf		110.00		

PPG Architectural Finishes  
PPGAR

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
944402123235	8/1/2018	312.06	0.00	09/04/2018	White paint for streets
101-440-513-5730 Program supplies					
	944402123235 Total:	312.06			
944403102497	7/30/2018	923.58	0.00	09/04/2018	Yellow and white paint for Streets
101-440-513-5730 Program supplies					
	944403102497 Total:	923.58			
	PPG Architectural Finishes	1,235.64			
QSR Awards & Engravings, Inc.					
QSR AWARD					
106657	8/20/2018	99.00	0.00	09/04/2018	Retirement plaque for PW employee
101-400-511-5700 Office supplies					
	106657 Total:	99.00			
	QSR Awards & Engravings	99.00			
Sherrill Inc.					
SHERILL					
INV-423415	8/9/2018	1,474.95	0.00	09/04/2018	Arborist helmets for Forestry Dept
101-440-513-5730 Program supplies					
	INV-423415 Total:	1,474.95			
	Sherrill Inc. Total:	1,474.95			
The Faucet Shoppe					
THEFAUCE					
60841	8/6/2018	969.75	0.00	09/04/2018	Automatic faucets for PD bathroom
101-420-511-5405 R&M - buildings					
	60841 Total:	969.75			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

	The Faucet Shoppe Total:	969.75		
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Traffic Control & Protection

TRAFFICC

93541	8/16/2018	1,136.65	0.00	09/04/2018
	101-440-513-5768 Street materials - signs & bar			Signs

	93541 Total:	1,136.65		
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	Traffic Control & Protectio	1,136.65		
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Will Enterprises

WILLENT

265087	8/20/2018	131.50	0.00	09/04/2018
	101-400-511-5730 Program supplies			T-shirts for PW employees

	265087 Total:	131.50		
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	Will Enterprises Total:	131.50		
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	Report Total:	85,094.09		
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# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 08/27/2018 - 3:01PM  
Batch: 00103.09.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Amazon				
AMAZON				
445666496378	7/9/2018	104.88	0.00	09/04/2018
205-563-515-5649 Supplies				Pool concession supplies
	445666496378 Total:	104.88		
446554485745	7/24/2018	95.37	0.00	09/04/2018
205-509-515-5730 Program supplies				Turkey Trot pins
	446554485745 Total:	95.37		
447699968964	8/1/2018	59.59	0.00	09/04/2018
205-560-515-5700 Office supplies				Pool office supplies
	447699968964 Total:	59.59		
467988565936	5/7/2018	140.97	0.00	09/04/2018
205-530-515-5730 Program supplies				Day camp office chair
	467988565936 Total:	140.97		
548569977538	7/9/2018	125.80	0.00	09/04/2018
205-563-515-5649 Supplies				Pool concession supplies
	548569977538 Total:	125.80		
565399833996	8/1/2018	8.00	0.00	09/04/2018
205-560-515-5700 Office supplies				Pool office supplies
	565399833996 Total:	8.00		
589573676637	8/1/2018	159.99	0.00	09/04/2018

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
205-430-515-5730 Program supplies					Park drag mat
	589573676637 Total:	159.99			
636656558766	6/26/2018	65.94	0.00	09/04/2018	
205-560-515-5270 Purchased program services					Pool special event supplies
	636656558766 Total:	65.94			
736888887363	7/30/2018	19.99	0.00	09/04/2018	
205-504-515-5035 Wages - seasonal hourly					Speical Event - Movie in the Park
	736888887363 Total:	19.99			
757479963556	7/31/2018	21.95	0.00	09/04/2018	
205-560-515-5730 Program supplies					Pool program supplies
	757479963556 Total:	21.95			
759836595634	7/25/2018	23.98	0.00	09/04/2018	
205-560-515-5700 Office supplies					Pool office supplies
	759836595634 Total:	23.98			
865756468999	5/7/2018	255.49	0.00	09/04/2018	
205-530-515-5730 Program supplies					Day camp supplies
	865756468999 Total:	255.49			
934879746439	5/7/2018	138.00	0.00	09/04/2018	
205-571-515-5730 Program supplies					Room dividers
	934879746439 Total:	138.00			
	Amazon Total:	1,219.95			
I.D.E.S.					
IDES					
682000707	6/30/2018	2,014.00	0.00	09/04/2018	
101-210-511-5195 Employee Benefit Expenses					2nd quarter amount due

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
682000707 Total:		2,014.00			
I.D.E.S. Total:		2,014.00			
Illinois State Police ILSTPAF 18-8879	8/22/2018	3,244.50	0.00	09/04/2018	Fund RE: Asset Forfeiture/Case No 18-8879
101-000-210-2480 Unadjudicated forfeitures					
18-8879 Total:		3,244.50			
Illinois State Police Total:		3,244.50			
IRMA IRMA 7297052	8/13/2018	35.00	0.00	09/04/2018	Electrical safety Part 2 training
205-430-515-5590 Training					
7297052 Total:		35.00			
7297053	8/13/2018	35.00	0.00	09/04/2018	Electrical safety Part 2 training
205-430-515-5590 Training					
7297053 Total:		35.00			
7297054	8/13/2018	35.00	0.00	09/04/2018	Electrical safety Part 2 training
205-430-515-5590 Training					
7297054 Total:		35.00			
7297055	8/13/2018	35.00	0.00	09/04/2018	Electrical safety Part 2 training
205-430-515-5590 Training					
7297055 Total:		35.00			
IRMA Total:		140.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
JG Uniforms Inc					
JGUNIFOR					
39848	7/27/2018	54.99	0.00	09/04/2018	
101-300-512-5070					Uniform allowance
		54.99			
	39848 Total:	54.99			
40602					
	8/14/2018	148.40	0.00	09/04/2018	
101-300-512-5070					Uniform allowance
		148.40			
	40602 Total:	148.40			
		203.39			
	JG Uniforms Inc Total:	203.39			
Joseph, Lissy					
JOSLISS					
082118	8/21/2018	650.00	0.00	09/04/2018	
205-000-210-2430					Refund - Community Center rental
		650.00			
	082118 Total:	650.00			
		650.00			
	Joseph, Lissy Total:	650.00			
Lakeshore Recycling Systems					
LAKESHR					
PS220661	8/2/2018	74.00	0.00	09/04/2018	
205-430-515-5405					Portable toilet in Centennial Park
		74.00			
	PS220661 Total:	74.00			
		74.00			
	Lakeshore Recycling Syste	74.00			
Lund Industries					
LUNDIND					
92053	8/13/2018	354.95	0.00	09/04/2018	
101-250-511-6530					Install computer docking station in Squad

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	92053 Total:	354.95			
	Lund Industries Total:	354.95			
Maine-Niles Association of Special Recreation					
MNASR					
16-524	8/17/2018	4,179.16	0.00	09/04/2018	
	205-580-515-5270 Purchased program services				Inclusion Services - August A 2018
	16-524 Total:	4,179.16			
	Maine-Niles Association o	4,179.16			
Malnati Organization					
MALNATI					
2704009	8/21/2018	152.25	0.00	09/04/2018	
	101-300-512-5730 Program supplies				Lunch for Personnel/crew Lip Sync challenge
	2704009 Total:	152.25			
	Malnati Organization Total	152.25			
Motorola					
MOTOROLA					
373563282018	8/1/2018	1,122.00	0.00	09/04/2018	
	101-300-512-5410 R&M - communications equipm				Radio Maintenance / August 2018
	373563282018 Total:	1,122.00			
	Motorola Total:	1,122.00			
Northwest Police Academy					
NWPDACAD					
Aug-18	8/16/2018	50.00	0.00	09/04/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-300-512-5590 Training					Training seminar
	Aug-18 Total:	50.00			
	Northwest Police Academy	50.00			
PEP Boys PEPBOYS 04791102488	8/13/2018	29.73	0.00	09/04/2018	
101-350-512-5740 Repair parts					Brake line, line bender, brake fluid
	04791102488 Total:	29.73			
	PEP Boys Total:	29.73			
Porter Lee Corporation PORTERLE 20959	8/1/2018	954.00	0.00	09/04/2018	
101-300-512-5420 R&M - data processing equipm					BEAST annual support fee
	20959 Total:	954.00			
	Porter Lee Corporation Tot	954.00			
ProSafety PROSAFET 2/852590	7/31/2018	54.30	0.00	09/04/2018	
205-430-515-5070 Uniform allowance					Clothing allowance
2/852590	7/31/2018	505.55	0.00	09/04/2018	
660-620-519-5070 Uniform allowance					Clothing allowance
	2/852590 Total:	559.85			
2/852610	7/31/2018	171.45	0.00	09/04/2018	
101-440-513-5070 Uniform allowance					Clothing allowance
2/852610	7/31/2018	291.00	0.00	09/04/2018	
101-410-511-5070 Uniform allowance					Clothing allowance

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
2/852610	7/31/2018	345.70	0.00	09/04/2018	
205-430-515-5070					Uniform allowance
					Clothing allowance
	2/852610 Total:	808.15			
2/852620	7/31/2018	522.40	0.00	09/04/2018	
101-440-513-5070					Uniform allowance
					Clothing allowance
	2/852620 Total:	522.40			
2/852640	7/31/2018	241.30	0.00	09/04/2018	
660-620-519-5070					Uniform allowance
					Clothing allowance
	2/852640 Total:	241.30			
	ProSafety Total:	2,131.70			
Rubinstein, Michael					
RUBINSTE					
082118	8/21/2018	32.00	0.00	09/04/2018	
205-000-210-2430					Parks and Recs Control Deposi
					Refund - program cancelled
	082118 Total:	32.00			
	Rubinstein, Michael Total:	32.00			
Safe Kids Worldwide, c/o ProExam					
SAFEKI					
ORG772591	8/14/2018	10.00	0.00	09/04/2018	
101-300-512-5590					Training
					CPS Technician Certification & Training
	ORG772591 Total:	10.00			
	Safe Kids Worldwide, c/o P	10.00			
Sam's Club					
SAMSCL					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
46430644	8/15/2018	40.90	0.00	09/04/2018	Refreshments for Meet & Greet/Chief and Mayor
101-300-512-5730 Program supplies					
46430644 Total:		40.90			
Sam's Club Total:		40.90			
Solid Waste Agency of Northern Cook County					
SOLIDWA					
5989	9/1/2018	18,646.29	0.00	09/04/2018	FY 2019 O & M Costs - October
101-440-514-5230 Garbage & recycling					
5989 Total:		18,646.29			
Solid Waste Agency of Nor		18,646.29			
Sportsfields, Inc.					
SPORTFID					
2018625	8/9/2018	485.00	0.00	09/04/2018	Durabrick for Baseball Fields
205-430-515-5470 R&M - Recreation equipment					
2018625 Total:		485.00			
Sportsfields, Inc. Total:		485.00			
The Fun Ones					
THEFUN					
60546	8/15/2018	1,025.00	0.00	09/04/2018	Pumpkins in Proesel Park
205-504-515-5270 Purchased program services					
60546 Total:		1,025.00			
The Fun Ones Total:		1,025.00			

U.S. FoodService, Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
USFOODSE					
1775159	8/16/2018	1,522.45	0.00	09/04/2018	
205-563-515-5645					Concessions & food
					Concession stand food
	1775159 Total:	1,522.45			
	U.S. FoodService, Inc. Tot	1,522.45			
Verizon Wireless					
VERIZON					
98118668960	8/1/2018	90.10	0.00	09/04/2018	
101-000-210-2650					Contractor Permits Payable
					Cell phones and tablet data charges
	98118668960 Total:	90.10			
	Verizon Wireless Total:	90.10			
Village of Lincolnwood					
VOL					
LPDPC8-15-18	8/15/2018	195.00	0.00	09/04/2018	
101-300-512-5840					Meals
					Reimbursement/Meals/Training
LPDPC8-15-18	8/15/2018	50.00	0.00	09/04/2018	
101-300-512-5810					Conference & meeting registrat
					Conferences & Meetings
	LPDPC8-15-18 Total:	245.00			
	Village of Lincolnwood To	245.00			
Wienski, Jesse					
WIENSKI					
REIM082718JWM	8/27/2018	60.00	0.00	09/04/2018	
101-300-512-5840					Meals
					Reimburse Meals/Training
	REIM082718JWM Total:	60.00			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Wienski, Jesse Total:	60.00		
Wirfs Industries				
WIRFS				
31814	8/20/2018	9,449.53	0.00	09/04/2018
	101-350-512-5480 R&M - vehicles			Truck 15 repairs
	31814 Total:	9,449.53		
	Wirfs Industries Total:	9,449.53		
Woodward Printing Services				
WOODWARD				
48595	8/13/2018	1,991.00	0.00	09/04/2018
	205-500-515-5560 Printing & copying services			Fall brochure printing
48595	8/13/2018	726.60	0.00	09/04/2018
	205-500-515-5720 Postage			Fall brochure postage
	48595 Total:	2,717.60		
48613	8/13/2018	880.94	0.00	09/04/2018
	205-509-515-5720 Postage			Turkey Trot postcard postage
	48613 Total:	880.94		
	Woodward Printing Service	3,598.54		
Zoll Data System				
ZOLLDATA				
INV00023702	8/1/2018	1,225.50	0.00	09/04/2018
	101-350-512-5330 Data processing			Rescue net maintenance for ambulance billing
	INV00023702 Total:	1,225.50		
	Zoll Data System Total:	1,225.50		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Z-Rose Productions					
Z-ROSE					
10779	8/17/2018	192.82	0.00	09/04/2018	
101-300-512-5070	Uniform allowance				NORTAF uniform items
	10779 Total:	192.82			
	Z-Rose Productions Total:	192.82			
	Report Total:	53,142.76			

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 08/27/2018 - 3:01PM  
Batch: 00104.09.2018



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Air One Equipment					
AIRONE					
135380	8/20/2018	745.25	0.00	09/04/2018	
					101-350-512-5430 R&M - Fire & EMS equipmen
					Breathing air compressor
		<hr/>			
	135380 Total:	745.25			
		<hr/>			
	Air One Equipment Total:	745.25			
Arteta, Elvira					
ARTETA					
170316	6/16/2017	3,000.00	0.00	09/04/2018	
					101-000-210-2620 Contractor bonds payable
					Refund - Site Management Deposit
		<hr/>			
	170316 Total:	3,000.00			
		<hr/>			
	Arteta, Elvira Total:	3,000.00			
Atlas Bobcat Inc					
ATLASB					
690517	8/16/2018	3,458.86	0.00	09/04/2018	
					101-440-513-5480 R&M - vehicles
					O'ring, bolt, hub bearing
		<hr/>			
	690517 Total:	3,458.86			
BE6058	8/8/2018	169.85	0.00	09/04/2018	
					101-440-513-5480 R&M - vehicles
					Planers

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

BE6058 Total: 169.85

BE6235 8/13/2018 238.25 0.00 09/04/2018  
 101-440-513-5480 R&M - vehicles Bit Planner

BE6235 Total: 238.25

BE6385 8/16/2018 375.66 0.00 09/04/2018  
 101-440-513-5480 R&M - vehicles Starter

BE6385 Total: 375.66

Atlas Bobcat Inc Total: 4,242.62

Averus  
 AVERIS  
 984359 8/21/2018 33.00 0.00 09/04/2018  
 101-350-512-5499 R&M - other Baffles for kitchen suppression

984359 Total: 33.00

Averus Total: 33.00

Case Lots, Inc.  
 CASELOTS  
 3974 8/20/2018 1,495.00 0.00 09/04/2018  
 101-420-511-5730 Program supplies Multi fold towels

3974 Total: 1,495.00

Case Lots, Inc. Total: 1,495.00

Cassidy Tire  
 CASSIDYT  
 708003346 7/20/2018 209.50 0.00 09/04/2018  
 660-620-519-5480 R&M - vehicles Tube to repair tires

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	708003346 Total:	209.50			
	Cassidy Tire Total:	209.50			
Chicago Tribune CHGOTRIB 5726308	7/26/2018	43.49	0.00	09/04/2018	
101-240-517-5510 Advertising					Legal notice
	5726308 Total:	43.49			
	Chicago Tribune Total:	43.49			
Christopher Burke Engineering CHRISTB 142911	5/2/2018	4,500.00	0.00	09/04/2018	
660-620-519-5399 Other professional services					Village Engineering Retainer
	142911 Total:	4,500.00			
	Christopher Burke Enginee	4,500.00			
Crane, Carol CRANE 160865	11/17/2016	3,000.00	0.00	09/04/2018	
101-000-210-2620 Contractor bonds payable					Site Management Deposit - refund
	160865 Total:	3,000.00			
	Crane, Carol Total:	3,000.00			
Douglas Truck Parts DOUGTK 46332	8/15/2018	248.64	0.00	09/04/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-410-511-5730 Program supplies					Black gloves, brake clean for Shop
		46332 Total:			248.64
		Douglas Truck Parts Total:			248.64
Eagle Engraving EAGLE 2018-3686	8/14/2018	20.00	0.00	09/04/2018	
101-350-512-5665 Firefighting supplies					Passport tags & gear locker sign
		2018-3686 Total:			20.00
		Eagle Engraving Total:			20.00
Golf Mill Ford GOLFMILL 444544P	8/17/2018	75.31	0.00	09/04/2018	
101-300-512-5480 R&M - vehicles					Pipe for Squad #216
		444544P Total:			75.31
		Golf Mill Ford Total:			75.31
GOVTEMPSUSA LLC GOVTEMP 2589524	8/9/2018	1,120.00	0.00	09/04/2018	
101-240-517-5030 Wages- Part time hourly					Interim Code Enforcement Officer
		2589524 Total:			1,120.00
		GOVTEMPSUSA LLC To			1,120.00
Holland & Knight LLP HOLLAND					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
073018	7/30/2018	13,465.00	0.00	09/04/2018	General Counsel retainer
101-230-511-5350 Legal - retainer					
073018 Total:		13,465.00			
5706962	8/10/2018	971.50	0.00	09/04/2018	Sign code amendment
101-230-511-5370 Legal - review					
5706962 Total:		971.50			
5706967	8/10/2018	1,759.50	0.00	09/04/2018	Telecommunications Ordinance
101-230-511-5370 Legal - review					
5706967 Total:		1,759.50			
5706971	8/10/2018	1,842.50	0.00	09/04/2018	6636 Leroy
101-230-511-5370 Legal - review					
5706971	8/10/2018	129.00	0.00	09/04/2018	Sacred Learning Center
101-230-511-5370 Legal - review					
5706971 Total:		1,971.50			
5706976	8/10/2018	4,633.00	0.00	09/04/2018	Evasnton Water Agreement negotiations
101-230-511-5370 Legal - review					
5706976 Total:		4,633.00			
5706977	8/10/2018	2,693.63	0.00	09/04/2018	Purple Hotel Development
101-230-511-5370 Legal - review					
5706977 Total:		2,693.63			
5706983	8/10/2018	268.00	0.00	09/04/2018	Class 6B Applications
101-230-511-5370 Legal - review					
5706983 Total:		268.00			
5706984	8/10/2018	284.00	0.00	09/04/2018	Personnel
101-230-511-5370 Legal - review					
5706984 Total:		284.00			
5706987	8/10/2018	1,485.00	0.00	09/04/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-230-511-5370 Legal - review					Litigation
	5706987 Total:	1,485.00			
	Holland & Knight LLP Tot	27,531.13			
Illinois City/County Management Association ILCMA					
1389	8/15/2018	50.00	0.00	09/04/2018	
101-200-511-5510 Advertising					Job ad posting fee
	1389 Total:	50.00			
	Illinois City/County Manag	50.00			
Interstate Billing Service, Inc INTERBIL					
3011711719	8/20/2018	451.84	0.00	09/04/2018	
660-620-519-5480 R&M - vehicles					Ring, seal, gasket for truck #20
	3011711719 Total:	451.84			
	Interstate Billing Service, I	451.84			
iSolved HCM ISOLVED					
90232705	8/10/2018	70.00	0.00	09/04/2018	
101-400-511-5440 R&M - office equipment					Monthly maintenance for Time clock
90232705	8/10/2018	220.00	0.00	09/04/2018	
205-530-515-5730 Program supplies					Monthly maintenance for Time clock
90232705	8/10/2018	387.50	0.00	09/04/2018	
205-560-515-5640 Computer supplies					Monthly maintenance for Time clock
	90232705 Total:	677.50			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	iSolved HCM Total:	677.50		
Kane McKenna & Associates				
KANEMKEN				
15676	7/31/2018	4,800.00	0.00	09/04/2018
101-240-517-5399	Other professional services			Proposed 2018 TIF9
	15676 Total:	4,800.00		
	Kane McKenna & Associa	4,800.00		
Lawson Products Inc				
LAWSNPRO				
9306047998	8/15/2018	115.59	0.00	09/04/2018
101-410-511-5730	Program supplies			Shop supplies
	9306047998 Total:	115.59		
	Lawson Products Inc Total	115.59		
Lowe's Business Acc/GECE				
LOWES				
2007	8/20/2018	29.13	0.00	09/04/2018
205-560-515-5730	Program supplies			Drill bits for Aquatic Center
	2007 Total:	29.13		
2052013	8/23/2018	173.57	0.00	09/04/2018
101-350-512-5770	Training supplies			Plywood, chop saw, saw blade
	2052013 Total:	173.57		
2989	8/8/2018	62.32	0.00	09/04/2018
205-430-515-5730	Program supplies			Parts for a sign at Proesel
	2989 Total:	62.32		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
2990	8/8/2018	32.48	0.00	09/04/2018
205-560-515-5730	Program supplies			Aquatic Center - Event Program supplies
	2990 Total:	32.48		
	Lowe's Business Acc/GEC	297.50		
Madison National Life				
MADISON				
1310325	8/20/2018	159.53	0.00	09/04/2018
101-200-511-5150	Insurance - group life & AD&D			Life insurance - September
1310325	8/20/2018	97.07	0.00	09/04/2018
101-210-511-5150	Insurance - group life & AD&D			Life insurance - September
1310325	8/20/2018	89.95	0.00	09/04/2018
101-240-517-5150	Insurance - group life & AD&D			Life insurance - September
1310325	8/20/2018	537.53	0.00	09/04/2018
101-300-512-5150	Insurance - group life & AD&D			Life insurance - September
1310325	8/20/2018	20.76	0.00	09/04/2018
101-350-512-5150	Insurance - group life & AD&D			Life insurance - September
1310325	8/20/2018	75.19	0.00	09/04/2018
101-400-511-5150	Insurance - group life & AD&D			Life insurance - September
1310325	8/20/2018	18.70	0.00	09/04/2018
101-410-511-5150	Insurance - group life & AD&D			Life insurance - September
1310325	8/20/2018	67.14	0.00	09/04/2018
101-440-513-5150	Insurance - group life & AD&D			Life insurance - September
1310325	8/20/2018	68.82	0.00	09/04/2018
205-430-515-5150	Insurance - group life & AD&D			Life insurance - September
1310325	8/20/2018	92.39	0.00	09/04/2018
205-500-515-5150	Insurance - group life & AD&D			Life insurance - September
1310325	8/20/2018	109.60	0.00	09/04/2018
660-620-519-5150	Insurance - group life & AD&D			Life insurance - September
	1310325 Total:	1,336.68		
	Madison National Life Tot	1,336.68		

Martin Implement Sales Inc

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
MARTINIM P15976	8/17/2018	194.70	0.00	09/04/2018	Handle for Tractor #3
101-440-513-5480 R&M - vehicles					
	P15976 Total:	194.70			
PA64408	8/14/2018	72.87	0.00	09/04/2018	Gaskets, handling for Tractor #3
101-440-513-5480 R&M - vehicles					
	PA64408 Total:	72.87			
	Martin Implement Sales In	267.57			
Neopost USA Inc. NEOPOST 15486722	8/17/2018	181.50	0.00	09/04/2018	Ink for postage machine
101-210-511-5700 Office supplies					
	15486722 Total:	181.50			
	Neopost USA Inc. Total:	181.50			
New Pig Corporation NEWPIG 22541955-00	8/9/2018	198.37	0.00	09/04/2018	Rags for Shop
101-410-511-5730 Program supplies					
	22541955-00 Total:	198.37			
	New Pig Corporation Total	198.37			
North Suburban Employee Benefit NSEBENEF September	8/15/2018	10,179.00	0.00	09/04/2018	Dental - September
102-000-210-2028 Dental insurance premium with					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
September Total:		10,179.00			
North Suburban Employee		10,179.00			
Personnel Strategies, LLC					
PERSONNE					
081418	8/14/2018	500.00	0.00	09/04/2018	
101-200-511-5599 Other contractual					Pre-employment psychological assessment
081418 Total:		500.00			
Personnel Strategies, LLC		500.00			
Russo Power Equipment					
RUSSO					
5303817	8/17/2018	1,321.86	0.00	09/04/2018	
205-430-515-5480 R&M - vehicles					Wheel motor pump for Riding mower #2
5303817 Total:		1,321.86			
Russo Power Equipment T		1,321.86			
Sam's Club					
SAMSCCL					
227	6/9/2018	176.07	0.00	09/04/2018	
205-530-515-5645 Concessions & food					Day camp supplies
227 Total:		176.07			
Sam's Club Total:		176.07			
Snap-On Industrial					
SNAPON					
ARV/37005878	8/15/2018	124.51	0.00	09/04/2018	

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
101-410-511-5730					Program supplies
					Screw drivers for Shop
		ARV/37005878 Total:			124.51
		Snap-On Industrial Total:			124.51
Thompson Elevator Inspection Service, Inc.					
THOMPSON					
2316	8/8/2018	494.00	0.00	09/04/2018	
					101-240-517-5399 Other professional services
					13 Semi annual inspections & reinspections
		2316 Total:			494.00
2346	8/8/2018	300.00	0.00	09/04/2018	
					101-240-517-5399 Other professional services
					2 New construction permit inspections
		2346 Total:			300.00
		Thompson Elevator Inspec			794.00
		Report Total:			67,735.93



## *Proclamation*

**WHEREAS**, December 3, 2018, marks the 200<sup>th</sup> anniversary of Illinois becoming the 21<sup>st</sup> state in the union; and

**WHEREAS**, the Village of Lincolnwood joins partners across the state in recognizing the Illinois Bicentennial, and celebrating what is BORN, BUILT, AND GROWN in Illinois throughout the year; and

**WHEREAS**, the Illinois Department of Human Rights is celebrating the Illinois Bicentennial by engaging at least 200 units of local government throughout the State of Illinois to join the Fairness and Equality Campaign; and

**WHEREAS**, the Fairness and Equality Campaign aims to celebrate and reaffirm the Land of Lincoln's rich history of valuing diversity, inclusion, and non-discrimination; and

**WHEREAS**, by supporting the Fairness and Equality Campaign, the Village hopes to inspire a welcoming and inclusive community that fosters greater understanding of others; and

**WHEREAS**, the Village is proud to support the Fairness and Equality Campaign and urges local units of government throughout the State to reaffirm that the Campaign's core principals are essential to an open, thriving, and diverse community;

**NOW, THEREFORE, BE IT RESOLVED** that I, Barry I. Bass, President of the Village of Lincolnwood along with the Village Board of Trustees is proud to support the Fairness and Equality Campaign in celebration of the Illinois Bicentennial, and encourage all residents to recognize and honor the core principles of diversity, inclusion, and non-discrimination in Illinois.

DATED this 4<sup>th</sup> day of September, 2018

ATTEST:

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Beryl Herman  
Village Clerk

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Barry I. Bass  
Village President

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2018-\_\_\_\_\_**

**A RESOLUTION APPROVING A WRITTEN INTERIM VILLAGE MANAGER AGREEMENT WITH ROBERT MERKEL**

WHEREAS, on August 21, 2018, the Village Board of Trustees adopted a Resolution consenting to the Village President’s appointment of Robert Merkel as the Interim Village Manager on a month-to-month basis; and

WHEREAS, as contemplated in the Resolution, the Village and Robert Merkel desire to codify the terms and conditions of employment as Interim Village Manager into a written agreement; and

WHEREAS, the Village Board of Trustees has determined that it will serve and be in the best interest of the Village to approve and enter into a written agreement with Robert Merkel in substantially the form attached to this Resolution (the “*Interim Village Manager Agreement*”);

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Village Board of Trustees hereby approves the Interim Village Manager Agreement and authorizes the Village President to execute the Interim Village Manager Agreement on behalf of the Village.

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

PASSED this \_\_\_\_ day of September, 2018.

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

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

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

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

APPROVED by me this \_\_\_\_\_ day of September, 2018.

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018

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

#60132679\_v1

## AGREEMENT FOR APPOINTMENT AS INTERIM VILLAGE MANAGER

**THIS AGREEMENT FOR APPOINTMENT AS INTERIM VILLAGE MANAGER** ("*Agreement*") is entered into as of this \_\_\_\_ day of September, 2018, by and between the **VILLAGE OF LINCOLNWOOD**, State of Illinois, a home rule municipal corporation ("*Village*"), and **ROBERT MERKEL** ("*Merkel*"), to establish and set forth the terms and conditions of the appointment of Merkel as Interim Village Manager of the Village.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Merkel currently serves as the Village's Director of Finance.
2. The office of Village Manager became vacant as of September 1, 2018, and the Village President and Board of Trustees desire, pursuant to Article 3 of Chapter 4 of the Municipal Code of Lincolnwood ("*Village Code*"), to appoint Merkel to serve as Interim Village Manager, beginning on September 1, 2018, and continuing through and including August 31, 2019, unless either party terminates this Agreement as provided in Sections 8 through 10 of this Agreement ("*Term*"). As provided herein, such appointment shall be "at-will".
3. During the Term, Merkel shall, in addition to his duties as Director of Finance, perform the duties of the office of Village Manager as directed by the President and Board of Trustees and as set forth in the Village Code ("*Additional Services*"). The Additional Services shall be Merkel's primary responsibility during the Term. Merkel may, as he determines may be necessary, delegate to others his continuing duties as Director of Finance in order to perform the Additional Services during the Term.
4. As compensation for providing the Additional Services during the Term, the Village agrees to pay Merkel total annualized compensation of \$174,000 (which includes his compensation as Director of Finance of \$139,000 and \$35,000 as an Interim Village Manager stipend). The compensation shall be paid and adjusted pursuant to the Village's regular payroll policies and procedures.
5. Merkel acknowledges and agrees that he is employed by the Village "at-will" and that nothing in this Agreement shall create any property right in him or any other right to the continuation of his employment with the Village. No act of the Board of Trustees, the Village President or any Trustee, any Village employee, or any legal representative or other agent of the Village shall create any such property right or any such other right unless specifically ratified in writing by the Board of Trustees.
6. Nothing in this Agreement shall be construed to prevent Merkel from applying for the position of Village Manager, or being appointed to that position by the Village President; and nothing in this Agreement shall obligate the Village to appoint Merkel to the position of Village Manager.

7. Merkel acknowledges and agrees that the Board of Trustees shall have the right to remove Merkel from the office of Interim Village Manager and terminate this Agreement in accordance with Section 4-3-3 of the Village Code. Further, either party may terminate this Agreement at any time, for any reason or for no reason, upon the delivery of 30 days advance written notice to the other party.
8. Upon the termination of this Agreement, Merkel will continue his position and duties as Director of Finance unless the Board of Trustees appoints him to the position of Village Manager, or unless he is otherwise terminated.
9. In the event that the Village both (a) terminates this Agreement pursuant to Section 7 of this Agreement on or after December 1, 2018, and (b) terminates Merkel from any other employment with the Village, the Village must pay to Merkel the amount of \$43,500 (which is the equivalent of three months compensation as Interim Village Manager), as severance pay; provided, however, that this Section 12 will not apply if the termination of all employment is either for cause or due to "misconduct", as that term is defined in Section 5 of the Illinois Government Severance Pay Act, 5 ILCS 415/5, as may be amended. Further, in the event of such termination, Merkel shall also receive all accrued benefits to which he was otherwise entitled in his position as Director of Finance, and shall be paid out along with the severance pay on the next payroll date after termination.
10. This Agreement constitutes the entire understanding of the parties with respect to the Additional Services and supersedes all prior written and oral agreements and understandings pertaining thereto.
11. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the parties hereto.
12. The parties mutually acknowledge that they have entered into this Agreement voluntarily and have had an opportunity to have the Agreement reviewed by counsel of their choosing.

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**IN WITNESS WHEREOF**, the Village and Merkel have executed this Agreement as of the date first written above.

**VILLAGE OF LINCOLNWOOD**

**ROBERT MERKEL**

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

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

Attest: \_\_\_\_\_  
Village Clerk

# Request For Board Action

REFERRED TO BOARD: September 4, 2018

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Community Development

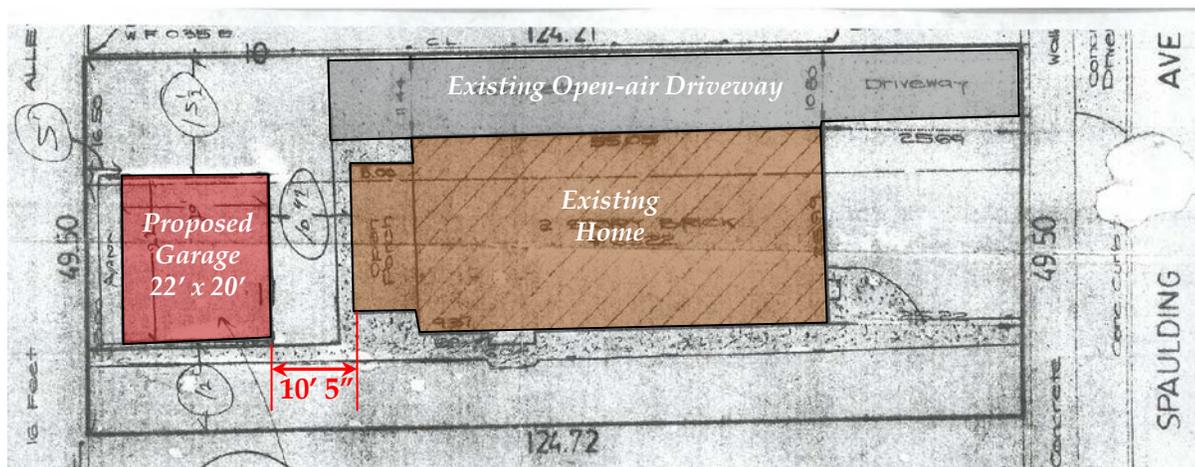
SUBJECT: Approval of a Recommendation by the Plan Commission to Adopt an Ordinance Approving a Variation Related to the Setback of an Accessory Structure at 6522 North Spaulding Avenue

## SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Yongjoon Ji, property owner, and Absolute Garage Builders, Petitioner and project contractor, seek approval of a Variation to install a two-garage at 6522 North Spaulding Avenue. The proposed garage would be 22 feet by 20 feet to accommodate two cars and be accessed from the rear alley. The proposed location and size of the garage would result in a space of ten feet, five inches between the garage and existing home.

## Required Approvals

Section 3.08(4)a of the Zoning Code states that "a detached accessory building shall not be nearer than 15 feet from the nearest wall of the principal building, nor within 60 feet of the front lot line." The proposed garage would be located ten feet, five inches from the principal building, resulting in a required Variation of approximately four feet, seven inches from this section of the Zoning Code.



*Site Plan Indicating the Proposed Location of the Detached Garage*

## **Public Hearing**

The Zoning Board of Appeals considered the requested Variation during its August 15, 2018 regular meeting. During deliberations, the Petitioner confirmed that the proposed structure is a standard two-car garage and maintains an appropriate setback from the rear alley. Staff stated that the proposed garage does not trigger the required removal of the existing open-air parking area, but suggested that the Zoning Board of Appeals discuss with the Petitioner if its removal is feasible. The Petitioner stated that the building is a two-unit structure, and other similar housing on the block creates significant demand for on-street parking. Therefore, the Petitioner suggested that the open-air parking area is necessary to provide adequate off-street parking for the property. Commissioners sought clarification regarding pedestrian circulation to and from the proposed garage, as well as how the garage might impact the use of the rear yard.

Commissioner Heller asked if any other properties on the block provide through-access between the Spaulding Avenue frontage and the rear alley. Staff stated that some properties appear to be configured to do so, but could not confirm if access is provided. Commissioner Heller asked if the Petitioner would accept a condition restricting through-access between Spaulding Avenue and the rear alley. The Petitioner stated they would accept that condition as part of a motion recommending approval.

Staff noted that there was no public comment received prior to the hearing. Presiding Officer Keller asked if anyone from the public would wish to comment. No one came forward.

Based on the deliberations, Commission Heller presented a motion to recommend approval of the requested Variation to allow the proposed garage to be ten feet, five inches from the existing primary structure, with the condition that the open-air driveway not be extended to provide through-access between Spaulding Avenue and the rear alley. The motion was unanimously approved by a 5-0 vote.

## **FINANCIAL IMPACT:**

None

## **DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Zoning Variation Application
3. August 15, 2018 Zoning Board of Appeals Minutes (Draft)
4. August 15, 2018 Zoning Board of Appeals Staff Report
5. Proposed Site Plan and Building Plans
6. Relevant Code Sections

## **RECOMMENDED MOTION:**

**Move to approve** an Ordinance approving a Variation permitting the setback between a primary structure and a proposed garage to be reduced to ten feet, five inches at 6522 North Spaulding Avenue.

THIS SPACE FOR RECORDERS USE ONLY

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2018-\_\_\_\_\_**

**AN ORDINANCE GRANTING A VARIATION  
FOR THE CONSTRUCTION OF A DETACHED GARAGE**

(6522 North Spaulding Avenue)

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_\_ DAY OF SEPTEMBER, 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 GRANTING A VARIATION  
FOR THE CONSTRUCTION OF A DETACHED GARAGE**  
(6522 North Spaulding Avenue)

WHEREAS, Yongjoon Ji ("**Owner**") is the record title owner of that certain property located in the R-4 Residential District ("**R-4 District**"), commonly known as 6522 North Spaulding Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, the Property is improved with a single-family residential structure ("**Principal Structure**"); and

WHEREAS, the Owner desires to construct a new detached garage in the rear yard of the property ("**Proposed Garage**"); and

WHEREAS, pursuant to Section 2.02 of the Zoning Ordinance, the Proposed Garage will be classified as an accessory building; and

WHEREAS, pursuant to Section 3.08(4)(a) of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the minimum distance between a detached accessory building and the nearest wall of the principal building on the same lot is 15 feet; and

WHEREAS, the Proposed Garage will be located approximately 10 feet five inches from the nearest wall of the Principal Structure, in violation of the minimum distance requirement set forth in Section 3.08(4)(a) of the Zoning Ordinance; and

WHEREAS, in order to construct the Proposed Garage, Absolute Garage Builders ("**Applicant**"), on behalf of the Owner, has filed an application for a variation from the minimum distance requirement set forth in Section 3.08(4)(a) of the Zoning Ordinance ("**Requested Variation**"); and

WHEREAS, a public hearing of the Zoning Board of Appeals ("**ZBA**") of the Village of Lincolnwood to consider approval of the Requested Variation was duly advertised in the *Lincolnwood Review* on July 26, 2018, and held on August 15, 2018; and

WHEREAS, on August 15, 2018, the ZBA made findings and recommendations in support of the Requested Variation, subject to specified conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Variation meets the required standards for 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 Variation, 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 REQUESTED VARIATION. 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 Three of this Ordinance, the Village President and Board of Trustees hereby grant a variation from Section 3.08(4)(a) of the Zoning Ordinance to decrease the minimum required distance between the Proposed Garage and the nearest wall of the Principal Structure, from 15 feet to 10 feet five inches.

SECTION 3. 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 Section 2 of this Ordinance is 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 Principal Structure, the Proposed Garage, and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. Compliance with Plans. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Principal Structure, the Proposed Garage, and the Property must comply with those certain undated plans prepared by the Applicant and consisting of four sheets, copies of which are attached to and, by this reference, made a part of this Ordinance as **Group Exhibit B** (collectively, the "*Plans*").
- C. Extension of Existing Driveway Prohibited. The existing driveway located within the northern portion of the Property may not be expanded or extended in any manner that would allow for direct vehicular access between the Spaulding Avenue right-of-way and the alley right-of-way located immediately west of the Property.
- D. Limitation of Variation. The variation granted in Section Two of this Ordinance applies and is limited only to the Proposed Garage, as depicted in the Plans. No future alterations or modifications that are not in conformity with the requirements of the Zoning Ordinance may be made to the Principal Structure or to the Proposed Garage without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.
- E. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner must pay to the Village,

promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owner must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the variation granted in Section Two 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 variation granted in Section Two of this Ordinance unless they first provide the Owner and the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-4 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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

SECTION 7. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and 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 8. EFFECTIVE DATE.

- A. This Ordinance will be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
  2. Publication in pamphlet form in the manner required by law; and

3. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

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

PASSED this \_\_\_ day of September, 2018.

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

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

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

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

APPROVED by me this \_\_\_ day of September, 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**

**LEGAL DESCRIPTION OF THE PROPERTY**

LOT 11 AND THE SOUTH HALF OF LOT 10 IN BLOCK 1 IN DEVON MCCORMICK BOULEVARD ADDITION TO ROGERS PARK IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6522 North Spaulding Avenue, Lincolnwood, Illinois.

PIN: 10-35-417-061-0000

**GROUP EXHIBIT B**

**PLANS**

## **EXHIBIT C**

### **UNCONDITIONAL AGREEMENT AND CONSENT**

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

**WHEREAS**, Yongjoon Ji ("**Owner**") is the record title owner of that certain property located in the R-4 Residential District, commonly known as 6522 North Spaulding Avenue, in the Village ("**Property**"); and

**WHEREAS**, Ordinance No. 2018-\_\_\_\_\_, adopted by the Village President and Board of Trustees on \_\_\_\_\_, 2018 ("**Ordinance**"), grants a variation from "The Village of Lincolnwood Zoning Ordinance" to permit the construction of a detached garage on the Property; and

**WHEREAS**, Section Eight of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and Absolute Garage Builders ("**Applicant**") have filed, within 30 days following the passage of the Ordinance, their 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 and the Applicant do hereby agree and covenant as follows:

1. The Owner and the Applicant do hereby unconditionally agree to, accept, consent to, and will abide by, each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

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

3. The Owner and the Applicant acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of a variation for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed to insure the Owner or the Applicant against damage or injury of any kind and at any time.

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

Dated: \_\_\_\_\_, 2018

**YONGJOON JI**

\_\_\_\_\_

ATTEST:

**ABSOLUTE GARAGE BUILDERS**

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

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

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

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



**VILLAGE OF LINCOLNWOOD Public Hearing Application**  
**Community Development Department Variations**

**SUBJECT PROPERTY**

Property Address: 6522 N. Spaulding

Permanent Real Estate Index Number(s): 10-35-417-061-0000

Zoning District: \_\_\_\_\_ Lot Area: 6161<sup>+</sup>

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

Are there existing development restrictions affecting the property? \_\_\_ Yes X 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: Proposed detached frame garage 22' x 20' closer than 15' from house w. 1/2" 1/2"

**PROPERTY OWNER/PETITIONER INFORMATION**

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

Name: Young JI

Address: 6522 N. Spaulding

Telephone: (773) 633-3326 Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: YoungJoan35@yahoo.com

Petitioner: (if Different from Owner)

Name: The Garage Guy Inc. <sup>Jared Saitter</sup> J.A. Modeste Relationship to Property: Company Contractor

Address: 3050 W. Irving St Chicago IL 60616

Telephone: (773) 582-8800 Fax: (773) 583-8866 E-mail: thegarageguyinc@gmail.com  
773-583-8800 773-583-8866

**NOTICE OF REASONABLE ACCOMMODATION PROCESS**

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

## VARIATION STANDARDS

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

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

The Requested variation is to  
change zoning setback from house to  
garage from 15' to 10' <sup>42</sup>

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.

Very little off street parking on street  
and only place to put garage on property

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 variation would not be  
Applicable on other properties because  
most properties in area have more rear  
yard

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

The variation is not exclusively  
for purpose of increasing value or  
revenue just for access to off street  
parking

## VARIATION STANDARDS (Continued)

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

The hardship has not been created by any person having interest in the property it is an existing problem

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

The variation will not be detrimental to the public welfare or injurious to others in neighborhood

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

The variation granted is a minimal change of zoning from 15' from residence to 10.42' from garage to house

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

The variation will not impair the adequate supply of light and air to adjacent properties, ~~nor~~ nor will it increase danger of fire or endanger the public safety or substantially diminish or impair property values within the neighborhood

**REQUIRED ATTACHMENTS \***

Check all Documents that are Attached:

Plat of Survey	<u>✓</u>	Applicable Zoning Worksheet	<u>✓</u>
Site Plan	<u>✓</u>	Photos of the Property	<u>      </u>
Proof of Ownership	<u>      </u>	PDF Files of all Drawings	<u>      </u>
Floor Plans	<u>      </u>	Elevations	<u>✓</u>

*\*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: The Garage Guy inc dba Absolute Garage Builders  
 Address: 3050 W. Irving Blvd  
 City, State, Zip: Chicago IL 60618

**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]

**PETITIONER:** (if Different than Property Owner)  
[Signature]

Signature

Signature

Print Name

Print Name

7-18-18

7-17-18

Date

Date



**DRAFT MEETING MINUTES**  
**OF THE**  
**ZONING BOARD OF APPEALS**  
**AUGUST 15, 2018**

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

**MEMBERS PRESENT:**

Presiding Officer Martina Keller  
Peter Theodore  
Bruce Heller  
Rizwan Hussain  
Mudassir Hussaini

**MEMBERS ABSENT:**

Teodor Strat  
Christopher Nickell

**STAFF PRESENT:**

Doug Hammel, AICP, Community Development Manager

**I. Call to Order**

Presiding Officer Keller noted a quorum of five members and called the meeting to order at 7:06 p.m.

**II. Pledge of Allegiance**

**III. Choice of Presiding Officer**

**IV. Approval of Minutes**

**V. Case #ZB-06-18: 6522 North Spaulding Avenue — Variation Related to Setback of an Accessory Structure from the Primary Structure on the Same Lot**

Presiding Officer Keller Case #ZB-06-18 for consideration of a request by the Young Ji, property owner, for a Variation needed to construct a detached garage with a setback of approximately 10.5 feet from the primary structure on the property, rather than a setback of 15 feet as required by the Zoning Code.

**DRAFT**

Development Manager Doug Hammel provided a brief overview of the property, requested approvals, and Variations. 6522 North Spaulding Avenue is in a R-4 zoning district, with a current

driveway configuration coming off of Spaulding Avenue. The proposal is to create a 22'x20' Garage in the rear yard gaining access from the ally adjacent to the rear yard. The existing driveway would remain.

The owner was seeking relief from section 3.08(4)a which states that "A detached accessory building shall not be nearer than 15 feet from the nearest wall of the principal building." The proposed structure would only grant approximately 10 feet between the garage and principle structure.

Some considerations discussed were that the existing driveway was not required to be removed but would be atypical if kept because it would create two access points for parking. Some benefits to the removal of the driveway would be to reduce the impervious surfaces to assistance in preventing localized flooding. All other zoning requirements would be met by the proposed building.

Two public inquiries were taken in but neither was in formal support or opposition. In both cases they simply requested further information of the project.

There were a series of precedent cases that generally support this type of request. The only case in which there was opposition was one in which only left 3 feet between the structures. This was centered around fire risks, dysfunctional space, and difficult maintenance causing deterioration.

After completion of the property overview, Presiding Officer Keller asked if the petitioners wished to make a statement. The petitioner was sworn in and made a brief statement in support of the need of a garage to move into the unit.

A representative of Absolute Garage Builders, contractor for the job, was sworn in and gave testimony to clarify the job specifics. First, he indicated that the exact setback from the principle structure would be 10.47 feet which would not be unusual in other villages. Addressing several questions from Commissioner Heller, the contractor confirmed that the garage was of standard dimensions. Furthermore, the five foot setback required by the village would be a sufficient turning radius. Lastly, he clarified that the current driveway is made of concrete (instead of pavers) and would not allow for access to a rear parking structure because of a limited turning radius.

Presiding Officer Keller inquired about on-street parking. Manager Hammel indicated that the street was narrow which may limit parking. This was confirmed by the contractor. The contractor added that there are several multifamily units, including this one, which makes parking that much more difficult.

Commissioner Heller and Commissioner Theodore asked for clarification on the principle building use and how that may affect the use of the garage. The contractor indicated that there is currently

another family living in one of the units but would not have access to the garage and keeping the driveway would assist in their parking needs.

Manager Hammel was asked if there was precedent to eliminate a driveway because of too much impervious surface on the lot. Manager Hammel explained that they would have to remove some portion of the driveway if it exceeded the maximum allowed but that was not the case here. The only incident he could recollect that required the removal of a front drive was when a garage was converted into living space.

Commissioner Mudassir asked a series of questions around how the structure would affect pedestrian circulation. It was indicated that there is a rear entrance on the principle building allowing for easy flow of pedestrians between the garage and living units.

After hearing no further comment, Presiding Officer Keller asked the council if they believe that the hardship requirement has been met. Commissioner Heller indicated that he was unsure that hardship has been met but that precedent would indicate that this project would meet this requirement.

Presiding Officer Keller asked if there were any public comments and there were none.

Commissioner asked if it would be possible to vote with caveat to prevent the current driveway to be made into a drive through to the rear ally. Manager Hammel, responded by saying that such a caveat could be made as a part of the vote but their current coverage would be nearly maxed out if they built the garage. But, if the Board wished to maintain the current characteristics of the property it may be worth considering. It was asked if there were other residence in the neighborhood that had pass through driveways. After looking at aerial photos Manager Hammel said that there were units with continuous driveways.

There was further inquiry about what the current use of the backyard and how the construction would impact that usage. The contractor indicated that there was some standard use by current residence and the building of the garage would not eliminate all backyard usage.

**Motion to recommend approval** of a Variation to allow for the two car garage, as presented, with contingency that would prevent the construction of a pass-through drive between the ally and Spaulding was made by Commissioner Heller and seconded by Commissioner Theodore. Case #ZB-06-18 will be heard at the September 4, 2018 meeting of the Village Board.

**Aye:** Heller, Theodore, Keller, Hussani, Mudassir

**Nay:** None

**Motion Approved:** 5-0



## Zoning Board of Appeals Staff Report

### Case #ZB-06-18

August 15, 2018

**Subject Property:**  
6522 North Spaulding Avenue

**Zoning District:** R4 Residential District

**Petitioner:** Absolute Garage Builders,  
Project Contractor, on behalf of Yongjoon  
Ji, property owner.

**Requested Action:** Variation to allow  
the construction of a detached garage  
less than 15' from the principal  
building.



**Nature of Request:** The Petitioner seeks a Variation to permit the construction of a two-car, detached garage located approximately 10' away from the primary structure on the property, rather than the 15' required by the Zoning Code.

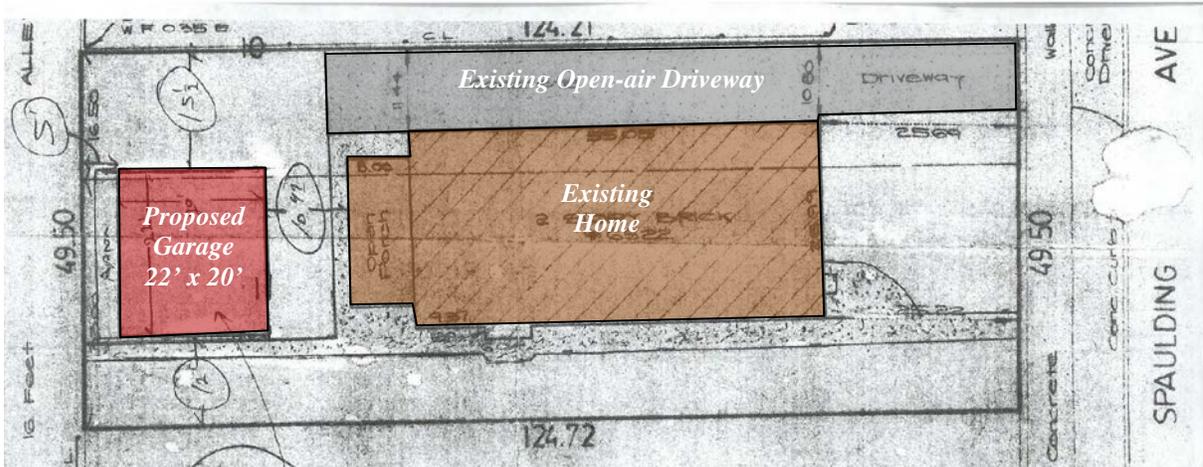
**Notification:** Notice was published in the Lincolnwood Review on July 26, 2018, a Public Hearing Sign Installed at the subject property at 6522 North Spaulding Avenue, and Legal Notices were mailed on July 25, 2018 to properties within 250 Feet.

### **Summary of Request**

Yongjoon Ji, property owner, and Absolute Garage Builders, Petitioner and project contractor, seek approval of a Variation to install a two-garage at 6522 North Spaulding Avenue. The proposed garage would be 22' by 20', accommodate two cars, and be accessed from the rear alley. The proposed location and size of the garage would result in a space of approximately 10' between the garage and existing home.

### **Requested Zoning Approval**

Section 3.08(4)a of the Zoning Code states that “a detached accessory building shall not be nearer than 15 feet from the nearest wall of the principal building, nor within 60 feet of the front lot line.” The proposed garage would be located approximately 10' from the principal building, resulting in a required Variation of approximately 5' from this section of the Zoning Code.



*Site Plan Indicating the Proposed Location of the Detached Garage*

## **Considerations**

As part of its consideration of the requested Variation, the ZBA may consider the following:

### **Existing Driveway**

There is an existing driveway from Spaulding Avenue that currently provides access to open-air parking on the north side of the house. This is considered a legal non-conforming condition, and the installation of the garage does not trigger a requirement of compliance. It is staff's understanding that the property owner intends to maintain the open-air parking. However, if the garage provides adequate parking for the property, the removal of the open-air driveway could reduce the amount of impervious surface and stormwater discharge. Staff recommends that the ZBA discuss this with the property owner as part of the deliberations.

### **Overall Code Compliance**

The proposed garage is in compliance with all other relevant requirements of the Zoning Code, including lot coverage, building coverage, accessory structure height, and setbacks from other properties and the public alley.

### **Public Input**

Staff received two inquiries from nearby property owners. However, no formal statements of support or opposition were provided.

### **Precedent Cases**

#### ***3731 West Wallen Avenue (2017)***

The Petitioner sought approval to build a rear addition to a home that would result in a separation of 9' 8" between the new exterior wall of the home and the existing garage. During its deliberation, the ZBA encouraged the property owner and architect to explore alternatives that would eliminate the need for a Variation. The architect modified the plan to provide the addition on the front of the home. The request for the Variation was withdrawn by the Petitioner prior to any formal action by the ZBA.

***4308 West Pratt Avenue (2017)***

The Petitioner sought approval to erect a new detached garage at a distance of 10.4 feet from the primary structure in the rear yard of the existing residence. The ZBA recommended unanimous approval (6-0), and the Village Board concurred with a unanimous 4-0 vote granting the Variation.

***3350 West Columbia Avenue (2014)***

The Petitioner sought approval to erect a new detached garage at a distance of three feet from the primary structure in the rear yard of the existing residence. The ZBA recommended approval (4-3) with the condition that the garage be built with an exterior wall with a two-hour fire rating. There is no record of Village Board action regarding this case, implying that the request may have been withdrawn prior to Board action.

***6730 North Kimball Avenue (2012)***

The Petitioner sought approval to erect a new detached garage at a distance of 10.6 feet from the primary structure in the rear yard of the existing residence. The ZBA recommended unanimous approval (6-0), and the Village Board concurred with a unanimous 6-0 vote granting the Variation.

***3725 West Wallen Avenue (2011)***

The Petitioner sought approval to erect a new detached garage at a distance of 10.5 ft. from the existing single-family residence. The ZBA recommended unanimous approval (7-0), and the Village Board concurred with a unanimous 6-0 vote granting the Variation.

***6529 North Cicero Avenue (2011)***

The Petitioner sought approval to erect a new detached garage at a distance of 11.3 ft. in the rear yard of the existing single family residence. The ZBA recommended unanimous approval (7-0), and the Village Board concurred with a unanimous 6-0 vote granting the Variation.

**Conclusion**

The Petitioner seeks a Variation to permit the construction of a two-car, detached garage located approximately 10' away from the primary structure on the property, rather than the 15' required by the Zoning Code.

**Documents Attached**

1. Zoning Variation Application
2. Proposed Site Plan
3. Proposed Building Plans
4. Relevant Code Sections

16 Feet

5' ALLE

CL

49.50

Proposed  
22' x 20'  
detached  
Frame  
Garage

12'

15'

10.42

Open  
Porch

11.44

124.72

CL 174.21

NORTH LINE OF ARTHUR AVE

CONCRETE

2 STORY BRICK  
# 6522

10.80

DRIVEWAY

Rec 207 55

Concrete

49.50

Wall

Conc. curb

Conc Drive

SPAULDING

AVE

## **Attachment #6: Relevant Code Sections**

### **Section 3.08 Accessory buildings, structures and uses.**

1. Except as otherwise regulated herein, an accessory building hereafter erected, altered, enlarged or moved on a lot shall conform with the following:
  - i. A detached accessory building shall not be nearer than 15 feet from the nearest wall of the principal building, nor within 60 feet of the front lot line.

### **Section 5.15 Major Variations**

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

1. The requested Major Variation is consistent with the stated intent and purposes of this Zoning Ordinance and the Comprehensive Plan;
2. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced;
3. The conditions upon which the petition for the Variation is based would not be applicable generally to other property within the same zoning district;
4. The Variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property;
5. The alleged difficulty or hardship has not been created by any person presently having an interest in the property;
6. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;
7. The Variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property; and
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.

# Request For Board Action

**REFERRED TO BOARD:** September 4, 2018

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of an Ordinance Pertaining to the Following: A) Authorizing the Purchase of a New Holland U80C Tractor Loader through the Sourcewell Joint Purchasing Contract #032515 from Martin Implement of Wauconda, Illinois in the Amount of \$96,542.35; and B) Declaring Tractor 3 Surplus and Authorizing its Sale or Disposal upon Receipt of the New Tractor

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

The Forestry Division of the Public Works Department currently utilizes a New Holland Agricultural Tractor ("Tractor 3") for the purposes of grading and filling potholes in alleys, hauling spoils, transporting supplies, and assisting with tree removals/trimming. Tractor 3 is a 2003 New Holland TN70DA with over 4,300 hours of use. Tractor 3 is the primary piece of equipment used to maintain the Village's alleyways, and therefore is heavily utilized during the year. Tractor 3 has experienced a number of significant repairs due to its heavy usage. In 2017, the clutch required replacement due to a lack of power during certain operations. Due to the "belly blade" located underneath the vehicle, Tractor 3 had to be sent into Martin Implement to be disassembled for the repair. In 2017, the repairs to Tractor 3 exceeded \$15,000 and caused it to be out of service for approximately one month, during which time the Forestry Division was not able to grade the alleys throughout the Village. The Tractor has continued to demonstrate issues with the electrical system and gearbox. Due to the age and ongoing mechanical issues of the vehicle, staff requested funds to be budgeted in the FY2018/19 budget for the replacement of Tractor 3.

In August 2018, staff met with Martin Implement of Wauconda, Illinois, to review new models of the New Holland Tractor series. Tractor 3 is currently an agricultural model, which provides more power to the rear of the vehicle to tow attachments used for agricultural purposes. One of the concerns raised by the Forestry Division was that the agricultural models do not have enough power in the front loader/bucket to haul spoils, stone, dirt, and logs without reducing the load or unbalancing the vehicle. Additionally, the new agricultural models no longer come equipped with a "belly-blade" for grading stone. New Holland offers a construction model tractor, model U80C, which provides greater power to the front of the vehicle, allowing it to carry more weight while still offering the ability to attach additional equipment to the rear of the tractor. Staff requested Martin Implement provide a demonstration unit of a Road Boss Alley Grader which can be towed behind the U80C model. Staff has had the demonstration unit since August 9, 2018 and the Forestry Crew has reported it meets the needs of the Division.

To secure the best possible pricing, staff sought pricing through the joint purchasing program, Sourcewell, which was formerly known as the National Joint Powers Alliance. Sourcewell is a public agency that serves as a member-focused purchasing cooperative for over 50,000 governmental and educational agencies. Sourcewell seeks competitive bids for certain products, services, and equipment, and awards contracts to certain companies or contractors for members to utilize. Martin Implement was the lowest responsible bidder for New Holland Tractors to Sourcewell, and was awarded Sourcewell Contract #032515 for member agencies to make purchases from. Martin Implement provided the Village with pricing for a New Holland U80C Tractor and related equipment in the amount of \$96,542.53. Martin Implement also offered a trade-in value for Tractor 3 of \$9,000, bringing the net total cost of the purchase to \$87,542.53. Membership through Sourcewell provided the Village a savings of 28% on the purchase price of the tractor.

Approval of the attached Ordinance would also declare the current Tractor 3 as surplus upon receipt of the new unit. The surplus tractor would then be traded in to Martin Implement toward the purchase of the new unit. The description of the tractor to be declared surplus is listed below.

Vehicle #	Year	Make	Model	VIN/Serial #
Tractor 3	2003	New Holland	TN70DA	HJE084330

**FINANCIAL IMPACT:**

The General Fund of the FY 2018/19 budget includes \$96,900 for the purchase of a new tractor.

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. Martin Implement Quote

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance authorizing the purchase of a New Holland U80C tractor from Martin Implement of Wauconda, Illinois, through Sourcewell Contract #032515, in the amount of \$96,542.53, and authorizing the disposition of a surplus tractor upon receipt of the new unit.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2018-\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW HOLLAND U80C  
TRACTOR AND A ROAD BOSS ALLEY GRADER FROM MARTIN IMPLEMENT,  
OF WAUCONDA, ILLINOIS, IN THE AMOUNT OF \$96,542.53,  
AND AUTHORIZING THE DISPOSITION OF A SURPLUS TRACTOR**

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

ORDINANCE NO. 2018-\_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE PURCHASE OF A NEW HOLLAND U80C TRACTOR AND A ROAD BOSS ALLEY GRADER FROM MARTIN IMPLEMENT, OF WAUCONDA, ILLINOIS, IN THE AMOUNT OF \$96,542.53, AND AUTHORIZING THE DISPOSITION OF A SURPLUS TRACTOR**

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

WHEREAS, the Village is the owner of a 2003 New Holland TN70DA Tractor, described in detail in **Exhibit A**, attached to and, by this reference, made a part of this Ordinance ("**Old Tractor**"), which Old Tractor is used for maintenance of alleys within the Village; and

WHEREAS, the Village has identified the need to purchase a new tractor to replace the Old Tractor; and

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

WHEREAS, Sourcewell, formerly known as the National Joint Powers Alliance ("**Sourcewell**"), is a cooperative organization representing local government, educational, and not-for-profit entities throughout the country; and

WHEREAS, Sourcewell operates a purchasing cooperative program, which permits government entities to purchase commodities and services according to contracts negotiated by Sourcewell, resulting in significant savings; and

WHEREAS, through its purchasing cooperative program, Sourcewell sought bids for the award of a contract for the purchase of New Holland tractors and related equipment ("**Purchase Contract**"); and

WHEREAS, Sourcewell identified Martin Implement, of Wauconda, Illinois ("**Martin**"), as the low responsible bidder for the Purchase Contract; and

WHEREAS, the Village desires to purchase one New Holland U80C Tractor with a Road Boss Alley Grader and Bush Hog Lawn Mower (collectively, the "**New Tractor**") from Martin, in accordance with the Purchase Contract, for the amount of \$96,542.53.80; and

WHEREAS, the Village President and Board of Trustees have determined that, upon acquisition of the New Tractor in accordance with the Purchase Contract, ownership of the Old Tractor will no longer be necessary or useful to, or for the best interests of, the Village; and

WHEREAS, the Village desires to sell the Old Tractor as a trade-in to the Martin for a credit to the Village in the amount of \$9,000.00, which credit is to be used as part payment toward the purchase of the New Tractor from Martin; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village and its residents to: (i) purchase the New Tractor from Martin, in the amount of \$96,542.53, in accordance with the Purchase Contract; and (ii) trade in the Old Tractor to Martin as part payment for the purchase of the New Tractor;

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

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

SECTION 2. APPROVAL OF PURCHASE. The President and Board of Trustees hereby approve the purchase of the New Tractor from Martin, in the amount of \$96,542.53, in accordance with the Purchase Contract.

SECTION 3. AUTHORIZATION TO DISPOSE OF OLD TRACTOR. Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, Section 8-8-14 of the Municipal Code of Lincolnwood, and the home rule authority of the Village, the Village Board of Trustees declares that ownership of the Old Tractor is no longer necessary or useful to, or in the best interests of the Village. The President and Board of Trustees hereby authorize the trade-in of the Old Tractor to Martin for a credit to the Village in the amount of \$9,000.00, which credit is to be used as part payment to Martin for the purchase authorized pursuant to Section 2 of this Ordinance.

SECTION 4. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the purchase and sale authorized pursuant to Sections 2 and 3 of this Ordinance.

SECTION 5. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance will remain in full force and effect, and are to be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage by the corporate authorities of the Village, approval, and publication 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.

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

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2018

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

#60146846\_V1

**EXHIBIT A**

**DESCRIPTION OF THE OLD TRACTOR**

<b>Vehicle #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>VIN/Serial #</b>
Tractor 3	2003	New Holland	TN70DA	HJE084330





**Martin Implement Sales, Inc.**

www.martinimplement.com

**Central Office**

18405 115th Avenue  
 Orland Park, IL 60467-9489  
 (708) 349-8430 Phone  
 (708) 349-4230 Fax

**West Branch**

420 Nolen Drive  
 South Elgin, IL 60177-2238  
 (630) 883-3320 Phone  
 (847) 695-9105 Fax

**North Branch**

26354 N. US Highway 12  
 Wauconda, IL 60084-2427  
 (847) 469-0120 Phone  
 (847) 526-8054 Fax

Ship to: Vill of Lincolnwood  
 Public Works  
 7001 N. Lawndale  
 Lincolnwood IL 60712-2609

Invoice to: Village of Lincolnwood  
 6900 N. Lincoln Ave.  
 Lincolnwood IL 60712-2606

Branch 04 - Martin North		
Date 08/28/2018	Time 9:10:27 (O)	Page 2
Account No. LINCO002	Phone No. 8476750888	Quote No. 10 001412
Ship Via		Purchase Order
Sales Tax No. E9998-1580		
		Salesperson 690

**EQUIPMENT QUOTE**

Description                      \*\* Q U O T E \*\*                      EXPIRY DATE: 08/02/2019                      Amount

Stock #: ?                                      Serial #:                                      3700.00  
 FREIGHT/PREP/DELIVERY

Sale Total: 92792.53

Trade Ins  
 =====

Serial #: HJE084330                                      9000.00-  
 Used 2007 New Holland TN70A tractor-loader                      4413 hours  
 with 12x12 trans, 4WD, 280/85 R20 front tires, 16.9x30 R1  
 rear tires, cab with heat & A/C, two rear remotes, center  
 mounted grading blade and loader with bucket

Subtotal: 83792.53  
 Quote Total: 83792.53

Authorization: \_\_\_\_\_

Selling price is a CASH PRICE (no credit card)

Thank you,  
 Ernie Prudhomme - Sales Representative  
 815-404-3546/cell  
 Martin Implement Sales - North Branch



**Martin Implement Sales, Inc.**

www.martinimplement.com

**Central Office**

18405 115th Avenue  
 Orland Park, IL 60467-9489  
 (708) 349-8430 Phone  
 (708) 349-4230 Fax

**West Branch**

420 Nolen Drive  
 South Elgin, IL 60177-2238  
 (630) 883-3320 Phone  
 (847) 695-9105 Fax

**North Branch**

26354 N. US Highway 12  
 Wauconda, IL 60084-2427  
 (847) 469-0120 Phone  
 (847) 526-8054 Fax

Ship to: Vill of Lincolnwood  
 Public Works  
 7001 N. Lawndale  
 Lincolnwood IL 60712-2609

Invoice to: Village of Lincolnwood  
 6900 N. Lincoln Ave.  
 Lincolnwood IL 60712-2606

Branch 04 - Martin North		
Date 08/28/2018	Time 9:11:17 (O)	Page 1
Account No. LINCO002	Phone No. 8476750888	Quote No05 001421
Ship Via	Purchase Order	
Sales Tax No. E9998-1580		
	Salesperson 690	

**EQUIPMENT QUOTE**

Description                      **\*\* Q U O T E \*\***                      EXPIRY DATE: 08/08/2019                      Amount

Stock #: 42255                      Serial #: RS-6461                      3750.00

(1)Road Boss 6 foot utility grader  
 m/n 6U18A  
 with 3-pt. hitch bracket & skid steer bracket  
 (for Cat. 1 tractors)

Subtotal:                      3750.00  
 Quote Total:                      3750.00

Authorization: \_\_\_\_\_

--  
 Ernie Prudhomme  
 Martin Implement Sales  
 815-404-3546 cell  
 --

Pricing valid not later than August 15, 2018.

# Request For Board Action

**REFERRED TO BOARD:** September 4, 2018

**AGENDA ITEM NO:** 3

**ORIGINATING DEPARTMENT:** Public Works

**SUBJECT:** Approval of a Resolution to Purchase Two 2019 Ford F-250 XL Pick-Up Trucks through the Northwest Municipal Conference Suburban Purchasing Cooperative Program, Contract #178, from Currie Motors of Frankfort, Illinois in the Amount of \$72,602

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

The Public Works Department utilizes pick-up trucks on a daily basis for transporting employees, equipment, and materials to work sites across the community, as well as for snow removal during the winter. Replacement of Public Works' vehicles 12 and 28 was discussed during the Fiscal Year 2018/19 budget workshop, which ultimately included funding to replace the referenced vehicles.

Vehicle 12 is a 2006 Ford E-150 Utility Van utilized by the Parks and Buildings Division to transport supplies and staff to job sites, and is often used when setting up for events due to the large, covered cargo area. Vehicle 12 currently has over 48,000 miles. Current needed repairs include adjustments to the steering system and wheel bearings, and would total roughly \$1,000, with an anticipated auction value between \$1,000 and \$2,000. Vehicle 12 would be replaced with a 2019 Ford F-250 XL pick-up truck equipped with a lift gate and a front winch for removing small trees, posts and fences.

Truck 28 is a 2002 Dodge Dakota pick-up truck with over 38,000 miles, and is used by the Vehicle Maintenance Division for picking up parts, and transporting staff and equipment to vehicles that have broken down in the field. Truck 28 is a two-wheel drive vehicle that cannot be utilized in slick conditions. The vehicle is in need of repairs to the steering gear, brakes, gaskets, and seals. The anticipated cost of repairs is \$750, with an anticipated auction value of \$1,000 to \$2,000. Truck 28 would be replaced with a Ford F-250 XL pick-up truck equipped with a lift gate and front winch for towing broken down vehicles.

In addition to the specific problems listed above, both vehicles are demonstrating significant rusting throughout the frame and body. Vehicles 12 and 28 are also unique vehicle models that require different parts from the remainder of the Village's pick-up truck fleet, which are primarily Ford F-model trucks. Standardization of the Villages fleet will help reduce vehicle downtime and will make locating parts easier for the Chief Mechanic. Replacement of the trucks is in accordance with the American Public Works Association's (APWA) recommendation of replacing vehicles every 12-15 years as a best management practice.

The Northwest Municipal Conference's Suburban Purchasing Cooperative (SPC) offers competitively bid vehicle contracts for use by its member communities. The contracts allow the Village to purchase

and equip new vehicles with the proper equipment needed for each Division to efficiently fulfill their duties, including safety equipment such as backup cameras, cross traffic alarms, and additional LED strobe lighting. The Village has budgeted \$36,600 for the replacement of each vehicle. With the selected safety and operational features, Truck 12 will cost \$36,223 and Truck 28 will cost \$36,379, for a total of \$72,602. Following receipt of the new vehicles, the current trucks will be declared surplus and auctioned through the Northwest Municipal Conference.

**FINANCIAL IMPACT:**

A total of \$73,200 has been budgeted in the Fiscal Year 2018/2019 General Fund for the purchase and outfitting of two new pick-up trucks.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Currie Motors Contract Quotes

**RECOMMENDED MOTION:**

**Move to approve** a Resolution authorizing the purchase of two 2019 Ford F-250 XLs from Currie Motors Fleet of Frankfort, IL in the amount of \$72,602.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2018-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PURCHASE OF TWO 2019 FORD F-250 XLs  
FROM CURRIE MOTORS FLEET OF FRANKFORT, ILLINOIS  
IN THE AMOUNT OF \$72,602**

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

WHEREAS, the Village is a member of the Northwest Municipal Conference ("*NWMC*"), a corporate organization representing municipalities and townships located within the State of Illinois and Counties of Cook, DuPage, Kane, Lake, and McHenry; and

WHEREAS, the Village participates in the NWMC Suburban Purchasing Cooperative ("*SPC*"), which permits local governments to purchase commodities and services according to contracts negotiated by the NWMC, resulting in significant savings for the Village; and

WHEREAS, the Village has identified the need to purchase two new pick-up trucks; and

WHEREAS, the SPC sought bids for the award of a contract for the purchase of 2019 Ford F-250 XL pick-up trucks ("*Purchase Contract*"); and

WHEREAS, the SPC identified Currie Motors, of Frankfort, Illinois ("*Currie*"), as the low responsible bidder for the Purchase Contract; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase two 2019 Ford F-250 XL pick-up trucks from Currie through the SPC, in the amount of \$72,602;

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

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

SECTION 2. APPROVAL OF PURCHASE. The President and Board of Trustees hereby approve the purchase of two 2019 Ford F-250 XL pick-up trucks from Currie through the SPC, in the amount of \$72,602 in accordance with the SPC Purchase Contract.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the

Village, all documents necessary to complete the purchase authorized pursuant to Section Two of this Resolution.

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

PASSED this \_\_\_ day of \_\_\_\_\_, 2018.

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

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

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

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

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018

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

Truck 12



**2019 FORD F-250  
XL 4X2 PICK UP  
Contract# 178**



Currie Motors Fleet

“Nice People to Do Business With”

Your Full-Line Municipal Dealer  
Tentative Order Cut-Off:  
March 2019

**Contract #178**



**Currie Motors Frankfort**  
**SPC Contract Winner**  
**2019 FORD F-250**  
**XL 4x2 PICK UP**

**Standard Package: \$21,911.00**

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

6.2L 2 Valve Gasoline SOHC V-8  
(Flex Fuel)

6-Speed Automatic w/ Select Shift

4-Wheel Disc Brakes

Front/Rear Black Painted Bumpers

Solar Tint Glass

Tailgate-Removable w/ Key Lock

3-Blink Lane Change Signal

Front Tow Hooks

Trailer Tow Package

Trailer Sway Control

17" Argent Steel Wheels

5 - LT245/75R17EBSW Tires

8' Bed Pickup Box Lamp

157 Amp Heavy Duty Alternator

650 CCA 72AH Battery

Oil minder System

Twin I-Beam Front Axle w. coil spring  
suspension

H.D. Gas Shock Absorbers

Front Stabilizer Bar

Air Conditioner – Manual

Dome Lamp

AM/FM/Clock

Manual Door Locks & Windows

Intermittent Windshield Wiper

Advance Trac with Roll Stability Control

Driver and Passenger Front & Side

Airbag/Curtain

Passenger Side Deactivation Switch

Free delivery within 50 miles of dealership

**Contract #178**



**Options – Body Style**

<input type="checkbox"/>	Super Cab with 6 ¾' Bed	1849.00
<input type="checkbox"/>	Crew Cab with 6 ¾' Bed	3055.00
<input type="checkbox"/>	8' Bed on Super/Crew Cab	262.00
<input type="checkbox"/> 66D	Pick Up Box Delete (Spare Tire Optional)	-575.00

**Options – Powertrain**

<input checked="" type="checkbox"/>	6.2L V8 with 6-speed Automatic	N/C
<input type="checkbox"/>	6.7L OHV Power Stroke Diesel	8391.00
<input checked="" type="checkbox"/>	4x4- Includes Electronic Shift on the Fly	2753.00
<input checked="" type="checkbox"/>	Limited Slip Axle	359.00
<input type="checkbox"/> 98F	Gaseous Prep (does not include Conversion)	289.00
<input type="checkbox"/> 62R	PTO Provision	257.00
<input checked="" type="checkbox"/> 21M	Manual Locking Front Hubs-requires 4x4 Option	N/C
<input type="checkbox"/> 41H	Engine Block Heater	92.00
<input type="checkbox"/>	Engine Idle Shut Down (N/A with reverse sensing) Duration      Minutes	231.00
<input type="checkbox"/> 67B	Dual Extra Duty Alternators (requires Diesel Motor)	105.00
<input type="checkbox"/> 67E	Extra Heavy Duty Alternator	78.00
<input type="checkbox"/> 98R	Operator Command Regeneration (requires Diesel Motor)	231.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor	935.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep	1945.00
<input type="checkbox"/>	6 Year /60,000 Premium Care Warranty 4x4 Gasoline Motor with Snow Plow Prep	2120.00
<input type="checkbox"/>	6 Year /100,000 Premium Care Warranty 4x4 Gasoline Motor with Snow Plow Prep	2965.00

**Options – Wheels/Tires**

<input type="checkbox"/> TBK	LT245/75Rx17E BSW A/S (4x2)	STD
<input checked="" type="checkbox"/> TD8	LT245/75Rx17E BSW A/S Plus (4x4)	STD
<input type="checkbox"/> TBM	LT245/75Rx17E BSW A/T	152.00
<input type="checkbox"/> TDX	LT275/70Rx18E BSW A/T Plus (Requires 17S STX Appearance Pkg)	152.00
<input type="checkbox"/> 512	Full Size Spare with Box Delete Option	272.00
<input type="checkbox"/> 51X	Spare Tire Delete for Pick Up	-73.00



**Options - Functional**

<input checked="" type="checkbox"/> 41P	Skid Plates-Not Available with 66D Box Delete	92.00
<input type="checkbox"/> 874	Ultimate Trailer Tow Camera System <ul style="list-style-type: none"> <li>▪ Rear View Camera</li> <li>▪ Rear CHMSL Camera</li> <li>▪ 360° Camera System</li> <li>▪ Reverse Guidance</li> </ul> Requires Power Equipment Group, XL Value Group, & SYNC 3	653.00
<input checked="" type="checkbox"/> 592	LED Roof Marker Lights	88.00
<input type="checkbox"/> 85G	Tailgate Step-N/A with 66D Box Delete	345.00
<input checked="" type="checkbox"/> 85S	Tough Bed Spray-In Liner- NA 66D Box Delete	496.00
<input type="checkbox"/> 43B	Rear Defroster (requires Privacy Glass and 90L Power Group)	56.00
<input type="checkbox"/> 924	Privacy Glass (requires 43B and 90L)	27.00
<input type="checkbox"/> 52B	Trailer Brake Controller	249.00

**Options - Groups/Packages**

<input checked="" type="checkbox"/> 96V	<b>XL Value Package</b> <ul style="list-style-type: none"> <li>▪ Cruise Control</li> <li>▪ AM/FM/MP3/SYNC/Clock</li> </ul> NA with 17S	920.00
<input type="checkbox"/> 17S	<b>STX Appearance Package</b> <ul style="list-style-type: none"> <li>▪ Bright Chrome Grille</li> <li>▪ Chrome Front / Rear Bumpers</li> <li>▪ STX Vent Badge</li> <li>▪ 18" Sparkle Cast Aluminum Wheels (SRW Only)</li> <li>▪ LT275/65Rx18E BSW Tires</li> <li>▪ Speed Control</li> </ul>	1555.00
<input type="checkbox"/> 90L	<b>Power Equipment Group</b> <ul style="list-style-type: none"> <li>▪ Heated power mirrors with integrated clearance lamps/turn signals</li> <li>▪ Perimeter Alarm</li> <li>▪ Accessory Delay</li> <li>▪ Power Windows/Locks/Tailgate Lock</li> <li>▪ Remote Keyless</li> <li>▪ Upgraded door trim</li> </ul>	<input type="checkbox"/> Regular Cab: 841.00 <input type="checkbox"/> Crew/Super: 1035.00
<input type="checkbox"/> 17X	<b>Fx4 Off Road Package</b> <ul style="list-style-type: none"> <li>▪ Hill Descent Control</li> <li>▪ Rancho Branded Shocks</li> <li>▪ Transfer Case &amp; Fuel Tank Skid Plates</li> </ul> N/A with Pickup Box Delete	368.00



	Requires 4x4, All Terrain Tires and Locking Differential	
<input checked="" type="checkbox"/> 473	<b>Snow Plow Prep Package</b> (Requires 4x4) <ul style="list-style-type: none"> <li>▪ Upgraded Front Springs</li> <li>▪ Extra Heavy-Duty Alternator</li> </ul>	171.00
<input type="checkbox"/> 47B	<b>Snow Plow/Camper Package</b> <ul style="list-style-type: none"> <li>▪ Upgraded front springs for snow plow</li> <li>▪ Extra Heavy Duty Alternator</li> <li>▪ Rear Auxiliary Springs</li> <li>▪ Rear Stabilizer Bar (SRW Only)</li> <li>▪ Slide-In Camper Certification</li> </ul>	225.00
<input type="checkbox"/> 535	<b>F250 Trailer Tow Package</b> – High Capacity (Requires Diesel Motor) <ul style="list-style-type: none"> <li>▪ Increased GCW to 25700 LBS</li> <li>▪ Max Front Springs</li> </ul>	1039.00
<input type="checkbox"/> 67H	Heavy Service Front Suspension – Heavy Service Front Springs	115.00

**Options – Interior**

<input checked="" type="checkbox"/> 43C	110V/400W Outlet	69.00
<input type="checkbox"/>	XLT Package – Regular Cab \$3982.00/Super cab/Crew \$4294.00	
<input type="checkbox"/> 41A	Rapid Heat Supplemental Cab Heater (requires Diesel Motor)	231.00
<input type="checkbox"/> 18A	Up fitter Interface Module for PTO Programming	272.00
<input type="checkbox"/> 87S	Ford Pass Connect Wi-Fi® hotspot connects up to 10 devices1 – Remotely start, lock and unlock vehicle2 – Schedule specific times to remotely start vehicle2 – Locate parked vehicle2 – Check vehicle status2 reqs. SYNC® 3 (913)	207.00
<input type="checkbox"/> 76Z	Advanced Security Pack <ul style="list-style-type: none"> <li>▪ Securilock</li> <li>▪ Passive Anti-Theft</li> <li>▪ Inclination/Intrusion Sensors</li> </ul> Requires 90L Power Equipment Group	56.00
<input checked="" type="checkbox"/> 66S	Upfitter Switches	152.00
<input type="checkbox"/> 76S	Remote Start (Requires Power Equipment Group)	231.00
<input type="checkbox"/> 913	SYNC3 (Requires Ultimate Tow Camera)	415.00
<input type="checkbox"/>	Carhart Seat Covers Front Seats-Loose Ship	198.00

**Options – Exterior**

<input type="checkbox"/> 60B	BLIS® (Blind Spot Information System) with Cross-traffic Alert and Trailer Tow (BLIS® sensor in tail lamp) (Reqs. Power	496.00
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	Equipment Group (90L) on XL; N/A with Pickup Box Delete (66D)	
<input checked="" type="checkbox"/> 873	Rear CHMSL Camera-Displays in Center Stack (Requires XL Value Package or 585 AM-FM CD Radio)	184.00
<input type="checkbox"/> 872	Camera Prep Package for Box Delete	381.00
<input type="checkbox"/> 66B	Box Link – 4 Premium Locking Cleats N/A with Box Delete	69.00
<input checked="" type="checkbox"/> 76R	Reverse Sensing System-NA with 66D Box Delete	225.00
<input type="checkbox"/> 53W	5 <sup>th</sup> Wheel Gooseneck Prep	460.00
<input checked="" type="checkbox"/> 18B	Platform Running Boards	<input checked="" type="checkbox"/> Regular Cab 295.00 <input type="checkbox"/> Super / Crew cab 409.00
<input type="checkbox"/> 66L	LED Box Lighting-NA with 873 CHMSL Rear Camera	56.00

Options – Fleet

<input type="checkbox"/> 39S	Sirius XM Radio-requires 585 Radio or SYNC 3	415.00
<input type="checkbox"/> 17F	XL Décor Group-Includes Chrome Front/Rear Bumpers	203.00
<input type="checkbox"/> 525	Cruise Control	216.00
<input type="checkbox"/> 942	Daytime Running Lights	41.00
<input type="checkbox"/> 556	Driver Passenger Side Airbags/Curtain Delete N/A 10,000 LBS or Less GVWR-NA with 557	-180.00
<input type="checkbox"/> 557	Front Passenger & Side Airbags/Curtains delete N/A 10,000 LBS or Less GVWR –NA with 556	-180.00
<input type="checkbox"/> 585	AM/FM/SYNC	507.00
<input type="checkbox"/> 87T	Ford Telematics	736.00

Options – Accessories

<input type="checkbox"/> 52R	Stow / Load Ramps-NA with 66D Box Delete	640.00
<input type="checkbox"/>	Weather Tech Front Row Liners	150.00
<input type="checkbox"/> 91S	LED Warning Strobes-NA with LED Box Light	621.00
<input type="checkbox"/> 85L	Drop-In Bed Liner-NA with 66D Box Delete	323.00
<input type="checkbox"/> 61M	Wheel Well Liner-NA with 66D Box Delete	165.00
<input type="checkbox"/> 85M	Bed Mat-NA with 66D Box Delete	139.00
<input type="checkbox"/> 61S	Front/Rear Splash Guards-NA with 66D Box Delete	139.00
<input checked="" type="checkbox"/> 76C	Back Up Alarm	128.00
<input checked="" type="checkbox"/>	Rustproofing –Does Not Include Sound Shield	295.00
<input checked="" type="checkbox"/>	4 Corner Strobes (Requires Upfitter Switches)	895.00
<input type="checkbox"/>	8' Steel Service Body – White Finish	6133.00
<input type="checkbox"/>	7'6" Western Snow Plow	5191.00
<input type="checkbox"/>	8' Western Snow Plow	5277.00
<input type="checkbox"/>	8'-6" Western Snow Plow	5366.00
<input type="checkbox"/>	7'6" Boss Snow Plow	5191.00



<input type="checkbox"/>	8' Boss Snow Plow	5277.00
<input type="checkbox"/>	8'-6" Boss Snow Plow	5366.00
<input type="checkbox"/>	Hand Held Controller (Requires Plow)	90.00
<input type="checkbox"/>	Snow Deflector (Requires Plow)	276.00
<input type="checkbox"/>	Detailed CD Rom Shop Manual	295.00
<input type="checkbox"/>	Delivery Charge Over 50 Miles	175.00
<input checked="" type="checkbox"/>	License & Title - M Plates (Shipped)	203.00

**Exterior**

<input type="checkbox"/>	AT-Yellow	608.00
<input checked="" type="checkbox"/>	BY-School Bus Yellow	608.00
<input type="checkbox"/>	D1-Stone Gray	N/C
<input type="checkbox"/>	E4-Vermillion	608.00
<input type="checkbox"/>	GR-Green	608.00
<input type="checkbox"/>	J7-Magnetic	N/C
<input type="checkbox"/>	PG&E Blue	608.00
<input type="checkbox"/>	MB-Orange	608.00
<input type="checkbox"/>	N1-Blue Jeans Metallic	N/C
<input type="checkbox"/>	PQ-Race Red	N/C
<input type="checkbox"/>	UM-Agate Black	N/C
<input type="checkbox"/>	UX-Ingot Silver	N/C
<input type="checkbox"/>	W6-Green Gem	608.00
<input type="checkbox"/>	Z1-Oxford White	N/C

**Interior**

<input checked="" type="checkbox"/>	Steel 40/20/40 Vinyl	STD
<input type="checkbox"/>	Steel 40/20/40 Cloth	92.00
<input type="checkbox"/>	Steel 40/Console/40 Vinyl- <b>No Armrest Included</b> (Regular Cab Only)	327.00
<input type="checkbox"/>	Steel 40/Console/40 Cloth- <b>No Armrest Included</b>	473.00

G2 Tommy Liftgate - \$3630

Front winch - \$3200



Truck 28



**2019 FORD F-250  
XL 4X2 PICK UP  
Contract# 178**



Currie Motors Fleet

“Nice People to Do Business With”

Your Full-Line Municipal Dealer  
Tentative Order Cut-Off:  
March 2019

**Contract #178**



**Currie Motors Frankfort**  
**SPC Contract Winner**  
**2019 FORD F-250**  
**XL 4x2 PICK UP**

**Standard Package: \$21,911.00**

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

6.2L 2 Valve Gasoline SOHC V-8  
(Flex Fuel)  
6-Speed Automatic w/ Select Shift  
4-Wheel Disc Brakes  
Front/Rear Black Painted Bumpers  
Solar Tint Glass  
Tailgate-Removable w/ Key Lock  
3-Blink Lane Change Signal  
Front Tow Hooks  
Trailer Tow Package  
Trailer Sway Control  
17" Argent Steel Wheels  
5 - LT245/75Rx17EBSW Tires  
8' Bed Pickup Box Lamp  
157 Amp Heavy Duty Alternator  
650 CCA 72AH Battery

Oil minder System  
Twin I-Beam Front Axle w. coil spring  
suspension  
H.D. Gas Shock Absorbers  
Front Stabilizer Bar  
Air Conditioner – Manual  
Dome Lamp  
AM/FM/Clock  
Manual Door Locks & Windows  
Intermittent Windshield Wiper  
Advance Trac with Roll Stability Control  
Driver and Passenger Front & Side  
Airbag/Curtain  
Passenger Side Deactivation Switch  
Free delivery within 50 miles of dealership

**Contract #178**



**Options – Body Style**

<input type="checkbox"/>	Super Cab with 6 ¾' Bed	1849.00
<input type="checkbox"/>	Crew Cab with 6 ¾' Bed	3055.00
<input type="checkbox"/>	8' Bed on Super/Crew Cab	262.00
<input type="checkbox"/> 66D	Pick Up Box Delete (Spare Tire Optional)	-575.00

**Options – Powertrain**

<input checked="" type="checkbox"/>	6.2L V8 with 6-speed Automatic	N/C
<input type="checkbox"/>	6.7L OHV Power Stroke Diesel	8391.00
<input checked="" type="checkbox"/>	4x4- Includes Electronic Shift on the Fly	2753.00
<input checked="" type="checkbox"/>	Limited Slip Axle	359.00
<input type="checkbox"/> 98F	Gaseous Prep (does not include Conversion)	289.00
<input type="checkbox"/> 62R	PTO Provision	257.00
<input checked="" type="checkbox"/> 21M	Manual Locking Front Hubs-requires 4x4 Option	N/C
<input type="checkbox"/> 41H	Engine Block Heater	92.00
<input type="checkbox"/>	Engine Idle Shut Down (N/A with reverse sensing) Duration      Minutes	231.00
<input type="checkbox"/> 67B	Dual Extra Duty Alternators (requires Diesel Motor)	105.00
<input type="checkbox"/> 67E	Extra Heavy Duty Alternator	78.00
<input type="checkbox"/> 98R	Operator Command Regeneration (requires Diesel Motor)	231.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor	935.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep	1945.00
<input type="checkbox"/>	6 Year /60,000 Premium Care Warranty 4x4 Gasoline Motor with Snow Plow Prep	2120.00
<input type="checkbox"/>	6 Year /100,000 Premium Care Warranty 4x4 Gasoline Motor with Snow Plow Prep	2965.00

**Options – Wheels/Tires**

<input type="checkbox"/> TBK	LT245/75Rx17E BSW A/S (4x2)	STD
<input checked="" type="checkbox"/> TD8	LT245/75Rx17E BSW A/S Plus (4x4)	STD
<input type="checkbox"/> TBM	LT245/75Rx17E BSW A/T	152.00
<input type="checkbox"/> TDX	LT275/70Rx18E BSW A/T Plus (Requires 17S STX Appearance Pkg)	152.00
<input type="checkbox"/> 512	Full Size Spare with Box Delete Option	272.00
<input type="checkbox"/> 51X	Spare Tire Delete for Pick Up	-73.00



**Options - Functional**

<input checked="" type="checkbox"/> 41P	Skid Plates-Not Available with 66D Box Delete	92.00
<input type="checkbox"/> 874	Ultimate Trailer Tow Camera System <ul style="list-style-type: none"> <li>▪ Rear View Camera</li> <li>▪ Rear CHMSL Camera</li> <li>▪ 360° Camera System</li> <li>▪ Reverse Guidance</li> </ul> Requires Power Equipment Group, XL Value Group, & SYNC 3	653.00
<input checked="" type="checkbox"/> 592	LED Roof Marker Lights	88.00
<input type="checkbox"/> 85G	Tailgate Step-N/A with 66D Box Delete	345.00
<input checked="" type="checkbox"/> 85S	Tough Bed Spray-In Liner- NA 66D Box Delete	496.00
<input type="checkbox"/> 43B	Rear Defroster (requires Privacy Glass and 90L Power Group)	56.00
<input type="checkbox"/> 924	Privacy Glass (requires 43B and 90L)	27.00
<input type="checkbox"/> 52B	Trailer Brake Controller	249.00

**Options - Groups/Packages**

<input checked="" type="checkbox"/> 96V	<b>XL Value Package</b> <ul style="list-style-type: none"> <li>▪ Cruise Control</li> <li>▪ AM/FM/MP3/SYNC/Clock</li> </ul> NA with 17S	920.00
<input type="checkbox"/> 17S	<b>STX Appearance Package</b> <ul style="list-style-type: none"> <li>▪ Bright Chrome Grille</li> <li>▪ Chrome Front / Rear Bumpers</li> <li>▪ STX Vent Badge</li> <li>▪ 18" Sparkle Cast Aluminum Wheels (SRW Only)</li> <li>▪ LT275/65Rx18E BSW Tires</li> <li>▪ Speed Control</li> </ul>	1555.00
<input type="checkbox"/> 90L	<b>Power Equipment Group</b> <ul style="list-style-type: none"> <li>▪ Heated power mirrors with integrated clearance lamps/turn signals</li> <li>▪ Perimeter Alarm</li> <li>▪ Accessory Delay</li> <li>▪ Power Windows/Locks/Tailgate Lock</li> <li>▪ Remote Keyless</li> <li>▪ Upgraded door trim</li> </ul> <input type="checkbox"/> Regular Cab: <input type="checkbox"/> Crew/Super:	841.00 1035.00
<input type="checkbox"/> 17X	<b>Fx4 Off Road Package</b> <ul style="list-style-type: none"> <li>▪ Hill Descent Control</li> <li>▪ Rancho Branded Shocks</li> <li>▪ Transfer Case &amp; Fuel Tank Skid Plates</li> </ul> N/A with Pickup Box Delete	368.00



	Requires 4x4, All Terrain Tires and Locking Differential	
<input checked="" type="checkbox"/> 473	<b>Snow Plow Prep Package</b> (Requires 4x4) <ul style="list-style-type: none"> <li>▪ Upgraded Front Springs</li> <li>▪ Extra Heavy-Duty Alternator</li> </ul>	171.00
<input type="checkbox"/> 47B	<b>Snow Plow/Camper Package</b> <ul style="list-style-type: none"> <li>▪ Upgraded front springs for snow plow</li> <li>▪ Extra Heavy Duty Alternator</li> <li>▪ Rear Auxiliary Springs</li> <li>▪ Rear Stabilizer Bar (SRW Only)</li> <li>▪ Slide-In Camper Certification</li> </ul>	225.00
<input type="checkbox"/> 535	<b>F250 Trailer Tow Package</b> – High Capacity (Requires Diesel Motor) <ul style="list-style-type: none"> <li>▪ Increased GCW to 25700 LBS</li> <li>▪ Max Front Springs</li> </ul>	1039.00
<input type="checkbox"/> 67H	Heavy Service Front Suspension – Heavy Service Front Springs	115.00

**Options – Interior**

<input checked="" type="checkbox"/> 43C	110V/400W Outlet	69.00
<input type="checkbox"/>	XLT Package – Regular Cab \$3982.00/Super cab/Crew \$4294.00	
<input type="checkbox"/> 41A	Rapid Heat Supplemental Cab Heater (requires Diesel Motor)	231.00
<input type="checkbox"/> 18A	Up fitter Interface Module for PTO Programming	272.00
<input type="checkbox"/> 87S	Ford Pass Connect Wi-Fi® hotspot connects up to 10 devices1 – Remotely start, lock and unlock vehicle2 – Schedule specific times to remotely start vehicle2 – Locate parked vehicle2 – Check vehicle status2 reqs. SYNC® 3 (913)	207.00
<input type="checkbox"/> 76Z	Advanced Security Pack <ul style="list-style-type: none"> <li>▪ Securilock</li> <li>▪ Passive Anti-Theft</li> <li>▪ Inclination/Intrusion Sensors</li> </ul> Requires 90L Power Equipment Group	56.00
<input checked="" type="checkbox"/> 66S	Upfitter Switches	152.00
<input type="checkbox"/> 76S	Remote Start (Requires Power Equipment Group)	231.00
<input type="checkbox"/> 913	SYNC3 (Requires Ultimate Tow Camera)	415.00
<input type="checkbox"/>	Carhart Seat Covers Front Seats-Loose Ship	198.00

**Options – Exterior**

<input type="checkbox"/> 60B	BLIS® (Blind Spot Information System) with Cross-traffic Alert and Trailer Tow (BLIS® sensor in tail lamp) (Reqs. Power	496.00
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	Equipment Group (90L) on XL; N/A with Pickup Box Delete (66D)	
<input checked="" type="checkbox"/> 873	Rear CHMSL Camera-Displays in Center Stack (Requires XL Value Package or 585 AM-FM CD Radio)	184.00
<input type="checkbox"/> 872	Camera Prep Package for Box Delete	381.00
<input type="checkbox"/> 66B	Box Link – 4 Premium Locking Cleats N/A with Box Delete	69.00
<input checked="" type="checkbox"/> 76R	Reverse Sensing System-NA with 66D Box Delete	225.00
<input type="checkbox"/> 53W	5 <sup>th</sup> Wheel Gooseneck Prep	460.00
<input checked="" type="checkbox"/> 18B	Platform Running Boards	<input checked="" type="checkbox"/> Regular Cab 295.00 <input type="checkbox"/> Super / Crew cab 409.00
<input type="checkbox"/> 66L	LED Box Lighting-NA with 873 CHMSL Rear Camera	56.00

**Options – Fleet**

<input type="checkbox"/> 39S	Sirius XM Radio-requires 585 Radio or SYNC 3	415.00
<input type="checkbox"/> 17F	XL Décor Group-Includes Chrome Front/Rear Bumpers	203.00
<input type="checkbox"/> 525	Cruise Control	216.00
<input type="checkbox"/> 942	Daytime Running Lights	41.00
<input type="checkbox"/> 556	Driver Passenger Side Airbags/Curtain Delete N/A 10,000 LBS or Less GVWR-NA with 557	-180.00
<input type="checkbox"/> 557	Front Passenger & Side Airbags/Curtains delete N/A 10,000 LBS or Less GVWR –NA with 556	-180.00
<input type="checkbox"/> 585	AM/FM/SYNC	507.00
<input type="checkbox"/> 87T	Ford Telematics	736.00

**Options – Accessories**

<input type="checkbox"/> 52R	Stow / Load Ramps-NA with 66D Box Delete	640.00
<input type="checkbox"/>	Weather Tech Front Row Liners	150.00
<input type="checkbox"/> 91S	LED Warning Strobes-NA with LED Box Light	621.00
<input type="checkbox"/> 85L	Drop-In Bed Liner-NA with 66D Box Delete	323.00
<input type="checkbox"/> 61M	Wheel Well Liner-NA with 66D Box Delete	165.00
<input type="checkbox"/> 85M	Bed Mat-NA with 66D Box Delete	139.00
<input type="checkbox"/> 61S	Front/Rear Splash Guards-NA with 66D Box Delete	139.00
<input checked="" type="checkbox"/> 76C	Back Up Alarm	128.00
<input checked="" type="checkbox"/>	Rustproofing –Does Not Include Sound Shield	295.00
<input checked="" type="checkbox"/>	4 Corner Strobes (Requires Upfitter Switches)	895.00
<input type="checkbox"/>	8’ Steel Service Body – White Finish	6133.00
<input type="checkbox"/>	7’6” Western Snow Plow	5191.00
<input type="checkbox"/>	8’ Western Snow Plow	5277.00
<input type="checkbox"/>	8’-6” Western Snow Plow	5366.00
<input type="checkbox"/>	7’6” Boss Snow Plow	5191.00



<input type="checkbox"/>	8' Boss Snow Plow	5277.00
<input type="checkbox"/>	8'-6" Boss Snow Plow	5366.00
<input type="checkbox"/>	Hand Held Controller (Requires Plow)	90.00
<input type="checkbox"/>	Snow Deflector (Requires Plow)	276.00
<input type="checkbox"/>	Detailed CD Rom Shop Manual	295.00
<input type="checkbox"/>	Delivery Charge Over 50 Miles	175.00
<input checked="" type="checkbox"/>	License & Title – M Plates (Shipped)	203.00

**Exterior**

<input type="checkbox"/>	AT-Yellow	608.00
<input checked="" type="checkbox"/>	BY-School Bus Yellow	608.00
<input type="checkbox"/>	D1-Stone Gray	N/C
<input type="checkbox"/>	E4-Vermillion	608.00
<input type="checkbox"/>	GR-Green	608.00
<input type="checkbox"/>	J7-Magnetic	N/C
<input type="checkbox"/>	PG&E Blue	608.00
<input type="checkbox"/>	MB-Orange	608.00
<input type="checkbox"/>	N1-Blue Jeans Metallic	N/C
<input type="checkbox"/>	PQ-Race Red	N/C
<input type="checkbox"/>	UM-Agate Black	N/C
<input type="checkbox"/>	UX-Ingot Silver	N/C
<input type="checkbox"/>	W6-Green Gem	608.00
<input type="checkbox"/>	Z1-Oxford White	N/C

**Interior**

<input checked="" type="checkbox"/>	Steel 40/20/40 Vinyl	STD
<input type="checkbox"/>	Steel 40/20/40 Cloth	92.00
<input type="checkbox"/>	Steel 40/Console/40 Vinyl- <b>No Armrest Included</b> (Regular Cab Only)	327.00
<input type="checkbox"/>	Steel 40/Console/40 Cloth- <b>No Armrest Included</b>	473.00

G2 Tommy Liftgate - \$3630

Front winch - \$3200



# Request For Board Action

**REFERRED TO BOARD:** September 4, 2018

**AGENDA ITEM NO:** 4

**ORIGINATING DEPARTMENT:** Finance

**SUBJECT:** Approval of a Resolution Approving a Transferee Assumption Agreement

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Village entered into an Economic Incentive Agreement dated March 19, 2009 with Grossinger Autoplex, Inc. DBA Grossinger Hyundai. The agreement granted certain economic incentives to Grossinger in connection with its operation of the dealership. The Incentive Agreement also allows the transfer of this agreement when Grossinger sells their interest in the dealership, but only with the Village's approval. ACIA TN Auto, LLC. DBA Auto Canada, the Transferee, purchased the interest of Grossinger Hyundai. As a condition of the transfer, the Village requires that the Transferee agree to comply with all the remaining terms, requirements, and obligations set forth in the Incentive Agreement.

The Transferee Assumption Agreement between the Village, Grossinger Autoplex, and ACIA TN Auto, LLC acknowledges the above. Grossinger and the Transferee have to submit to the Village Clerk an executed copy of the Transferee Assumption Agreement within 60 days of the effective date of this Resolution or it will become null and void.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Transferee Assumption Agreement
3. Economic Incentive Agreement

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving a Transferee Assumption Agreement.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2018 \_\_\_\_\_

**A RESOLUTION APPROVING A TRANSFEREE ASSUMPTION AGREEMENT**

(6747 N. Lincoln Avenue)

WHEREAS, Grossprops Associates, LLC, an Illinois limited liability company ("**Grossprops**"), was the record title owner of that certain parcel of real property commonly known as 6747 N. Lincoln Avenue, Lincolnwood, Illinois ("**Property**"); and

WHEREAS, Grossinger Autoplex, Inc., an Illinois corporation ("**Grossinger**"), operated an automobile dealership ("**Dealership**") on the Property; and

WHEREAS the Village, Grossinger, and Grossprops entered into that certain Economic Incentive Agreement dated March 19, 2009, and recorded in the office of the Cook County Recorder on May 26, 2009, as Document No. 0914603066 ("**Incentive Agreement**"), pursuant to which the Village agreed to grant certain incentives to Grossinger in connection with its operation of the Dealership on the Property; and

WHEREAS, ACIA TN Auto, LLC ("**Transferee**"), has purchased from Grossinger and Grossprops, and Grossinger and Grossprops have conveyed to the Transferee, the interests of Grossinger in the Dealership and Grossprops in the Property, respectively; and

WHEREAS, Section 13.C.(ii) of the Incentive Agreement requires that, as a condition of the transfer of the respective rights of Grossinger and Grossprops under the Incentive Agreement to Transferee, the Village, Grossprops, and the Transferee execute an agreement by which: (i) the Transferee agrees to assume all of the respective responsibilities and obligations of Grossinger and Grossprops under the Incentive Agreement; and (ii) the Village agrees to release Grossinger and Grossprops from their respective responsibilities and obligations under the Incentive Agreement ("**Transferee Assumption Agreement**"); and

WHEREAS, the Village, Grossinger, Grossprops, and the Transferee desire to enter into the Transferee Assumption Agreement; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Transferee Assumption Agreement with Grossinger, Grossprops, and the Transferee;

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 AGREEMENTS. The President and Board of Trustees hereby approve the Transferee Assumption Agreement between and among the Village, Grossinger, Grossprops, and the Transferee, in substantially the form attached to this Resolution as **Exhibit A**.

SECTION 3. EXECUTION OF AGREEMENTS. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Transferee Assumption Agreement upon receipt by the Village Clerk of at least one original copy of the Transferee Assumption Agreement executed by Grossinger, Grossprops, and the Transferee; provided, however, that if the executed copy of the Transferee Assumption Agreement is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest the Transferee Assumption Agreement will, at the option of the Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_ day of \_\_\_\_\_, 2018.

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

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

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

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

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

Barry 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**

**TRANSFeree ASSUMPTION AGREEMENT**

## TRANSFEEE ASSUMPTION AGREEMENT

**THIS AGREEMENT** is made as of this \_\_\_\_ day of \_\_\_\_\_, 2018 between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("**Village**"), **GROSSINGER AUTOPLEX, INC.**, an Illinois corporation, **GROSSPROPS ASSOCIATES, LLC**, an Illinois limited liability company ("**Grossprops**"), and **ACIA TN AUTO, LLC**, a Delaware limited liability company ("**Transferee**").

### WITNESSETH:

**WHEREAS**, the Village, Grossinger, and Grossprops entered into that certain Economic Incentive Agreement dated March 19, 2009, and recorded in the office of the Cook County Recorder on May 26, 2009, as Document No. 0914603066 ("**Incentive Agreement**"), pursuant to which the Village agreed to grant certain incentives to Grossinger in connection with Grossinger's operation of an automobile dealership ("**Dealership**") on certain real property owned by Grossprops situated in Cook County, Illinois and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement ("**Property**"); and

**WHEREAS**, the Transferee has purchased the interest of Grossinger in the Dealership from Grossinger and the interest of Grossprops in the Property from Grossprops; and

**WHEREAS**, as a condition of the transfer of the respective rights of Grossinger and Grossprops under the Incentive Agreement from Grossinger and Grossprops to Transferee, the Village requires that the Transferee agree to comply with all remaining terms, requirements, and obligations set forth in the Incentive Agreement;

**NOW, THEREFORE**, in consideration of the agreement of Grossinger to convey its interest in the Dealership and of Grossprops to convey its interest in the Property to the Transferee, and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, Grossinger, Grossprops, and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.
2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the remaining and applicable terms, requirements, and obligations of the Incentive Agreement, including all exhibits and attachments thereto, regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Grossinger and Grossprops, as the case may be.
3. **Payment of Village Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Incentive Agreement, or applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee shall pay to the Village, immediately upon presentation of a written demand or demands therefor, all

legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Grossprops.** The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements, and obligations of the Incentive Agreement, including all exhibits and attachments thereto, and the Village hereby releases Grossinger and Grossprops from any liability for failure to comply with the terms, requirements, and obligations of the Incentive Agreement.

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

ATTEST:

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

\_\_\_\_\_

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

Village Clerk

Its: Village Manager

**GROSSINGER AUTOPLEX, INC.,** an  
Illinois corporation

ATTEST:

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

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

Caroline Grossinger

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

Its: President

**GROSSPROPS ASSOCIATES, LLC,** an  
Illinois limited liability company

ATTEST:

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

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

Caroline Grossinger

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

Its: Manager

**ACIA TN AUTO, LLC**, a Delaware limited liability company

ATTEST:

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

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

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

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

ACKNOWLEDGMENTS

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )        SS

This instrument was acknowledged before me on \_\_\_\_\_. 2018, by Timothy Wiberg, the Village Manager of the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation, and by Beryl Herman, the Village Clerk of said municipal corporation.

Given under my hand  
and official seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Signature of Notary

My Commission expires:\_\_\_\_\_

SEAL

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by Caroline Grossinger, the President of **GROSSINGER AUTOPLEX, INC.**, an Illinois corporation, and by \_\_\_\_\_, its \_\_\_\_\_.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission expires:\_\_\_\_\_

SEAL

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by Caroline Grossinger, the Manager of **GROSSPROPS ASSOCIATES, LLC**, an Illinois limited liability company, and by \_\_\_\_\_, its \_\_\_\_\_.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

Notary Public

My Commission expires: \_\_\_\_\_

SEAL

STATE OF \_\_\_\_\_        )  
  ) SS.  
COUNTY OF \_\_\_\_\_        )

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by \_\_\_\_\_, the \_\_\_\_\_ of **ACIA TN AUTO, LLC**, a Delaware limited liability company, and by \_\_\_\_\_, its \_\_\_\_\_.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

Notary Public

My Commission expires: \_\_\_\_\_

SEAL

**This Document Prepared by  
and after Recording Return To:**  
Peter M. Friedman, Esq.  
Holland & Knight LLP  
131 South Dearborn, 30<sup>th</sup> Floor  
Chicago, IL 60603  
312.263.3600



0914603066

**Doc#:** 0914603066 **Fee:** \$72.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 05/26/2009 03:58 PM Pg: 1 of 19

This Space for Recorder's Use Only

**R2009-1389**  
**ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN**  
**THE VILLAGE OF LINCOLNWOOD and GROSSINGER AUTOPLEX, INC.**  
**d/b/a GROSSINGER HYUNDAI**

DATED AS OF March 19, 2009

**R2009-1389**  
**ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN**  
**THE VILLAGE OF LINCOLNWOOD AND GROSSINGER AUTOPLEX, INC. D/B/A**  
**GROSSINGER HYUNDAI**

THIS ECONOMIC INCENTIVE AGREEMENT ("*Agreement*") is made and entered into as of this 19<sup>th</sup> day of March, 2009, by and between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("*Village*"); and **GROSSINGER AUTOPLEX, INC.**, an Illinois corporation doing business as Grossinger Hyundai ("*Taxpayer*").

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Taxpayer and the Village hereby agree as follows:

**SECTION 1. RECITALS.**

A. In recognition of the importance of a successful business environment to the Village's tax base, the Village desires to enhance the long-term viability of the Village's tax base and strengthen business within the Village by providing assistance and incentives to owners of local businesses for the improvement of their businesses.

B. Grossprops Associates, LLC, an entity related to the Taxpayer, owns the approximately 1.46-acre parcel located at 6747 North Lincoln Avenue, Lincolnwood, Illinois, and legally described in **Exhibit A** attached hereto, and by this reference, incorporated herein ("*Property*").

C. The Taxpayer formerly operated a Volvo dealership on the Property. The Volvo dealership ceased operations in November 2008. The Taxpayer now uses the Property for a dealership for new and used Hyundai cars, vans, and sports utility vehicles.

D. The Village and the Taxpayer desire to enter into this Agreement to foster the long-term use and development of the Property and to enable the use of the Property in a manner that will enhance the business environment of the Village.

**SECTION 2. DEFINITIONS.** Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context.

A. "Commencement Date" means the date established pursuant to Section 3 of this Agreement.

B. "Corporate Authorities" means the President and Village Board of the Village of Lincolnwood.

C. "Dealership" means the automobile dealership franchise owned and operated by the Taxpayer, currently located on the Property in Lincolnwood, Illinois, and engaged in the sale of new and used Hyundai automobiles and related parts and services.

D. "Force Majeure" means a strike, lockout, act of God, or other factor beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include (i) delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Property; and (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions.

E. "Gross Receipts" shall have the meaning ascribed to it in the Retailers' Occupation Tax Act.

F. "Municipal Sales Tax" means that portion or component of the Sales Taxes generated by the Taxpayer from sales on all or any portion of the Property that the Village actually receives from the State of Illinois.

G. "Property" means that certain property legally described in *Exhibit A* attached hereto and, by this reference, incorporated herein.

H. "Retailers' Occupation Tax Act" means the Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as the same has been, and may, from time to time hereafter be, amended.

I. "Sales Taxes" means only those taxes imposed and collected by the State of Illinois pursuant to the Retailer's Occupation Tax Act, the Service Use Tax Act, 35 ILCS 110/1 *et seq.*, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, and the Use Tax Act, 35 ILCS 105/1 *et seq.*, including, without limitation, a vehicle lease tax that is substituted, in whole or in part, for any or all of the foregoing. Sales Taxes specifically, but without limitation, do not include any home rule retailers' occupation tax or retailers' service occupation tax imposed from time-to-time by the Village.

J. "Sales Tax Rebate" means the rebate payment to the Taxpayer of a portion of the Municipal Sales Taxes that the Village receives and that it is required to make pursuant to this Agreement.

K. "Sales Tax Year" means the period of time commencing on the Commencement Date and ending on the date that is one year after the Commencement Date, and each of the 19 succeeding Sales Tax Years thereafter.

**SECTION 3. COMMENCEMENT OF SALES TAX REBATE.**

The "Commencement Date" under this Agreement is hereby declared to be January 1, 2009.

**SECTION 4. SALES TAX REBATE.**

A. **Maximum Total Rebate.** In no event shall the Village rebate to the Taxpayer be more than a total of \$1,200,000 as a result of this Agreement.

B. **Sales Tax Base.** The sales tax base ("***Sales Tax Base***") for each Sales Tax Year under this Agreement shall be \$165,000, which the Village and the Taxpayer agree

approximates the annual sales tax revenue to the Village previously generated by the former Volvo dealership that operated on the Property.

C. Calculation of Sales Tax Rebate.

1. Sales Tax Rebate Percentages. Beginning on the Commencement Date, the Village shall pay to the Taxpayer 50 percent of that portion of the Municipal Sales Tax generated by the Taxpayer during each Sales Tax Year that is above the Sales Tax Base.

2. No Rebate Below Sales Tax Base. In no event shall the Village rebate to the Taxpayer any Municipal Sales Tax generated by the Taxpayer during any Sales Tax Year in which the Municipal Sales Tax generated is below the Sales Tax Base.

D. Village Payment. Within 120 days after the end of the 12th month of each Sales Tax Year, the Village shall pay the applicable Sales Tax Rebate for that particular Sales Tax Year to the Taxpayer, based on the records of the Illinois Department of Revenue. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Tax revenue to the Village in sufficient time for the Village to make the annual payments, the Village shall provide notice of that fact to the Taxpayer. In that event, the Village shall make the required Sales Tax Rebate payment within 60 days after the date on which the Village actually receives the Municipal Sales Tax revenue due the Village for the applicable annual payment period. To the extent necessary, as determined by the Village, the parties agree that the Village may require the Taxpayer to submit such specified financial statements and copies of the applicable State of Illinois Sales Tax Reports as are necessary to verify the amount of Sales Tax generated by the Taxpayer. The Taxpayer shall sign a release authorizing the State of Illinois to issue the reports to the Village.

E. Change in the Law.

1. The Village and the Taxpayer acknowledge and agree that the Village's obligation to pay the Sales Tax Rebate to the Taxpayer is predicated on existing State law governing the distribution of Sales Taxes to the Village, including, without limitation, the Retailers' Occupation Tax Act. The Village and the Taxpayer further acknowledge that the General Assembly of the State has, from time to time, considered proposals to modify or eliminate the distribution of Sales Taxes to Illinois municipalities. The Village and the Taxpayer make express provision for the effect of any change upon the operation of this Agreement in Paragraph 2 of this Subsection.

2. In the event that the State of Illinois amends or repeals the Retailers' Occupation Tax Act or makes any other promulgation, enactment, or change in law ("**Change in Law**") that eliminates the distribution of Sales Taxes to the Village, or otherwise alters the distribution formula in a manner that prevents the Village and the Taxpayer from determining with a reasonable degree of certainty the precise amount of the Municipal Sales Tax, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property on or after the effective date of the Change in Law shall automatically terminate and become null and void and be of no further force or effect, and the Village shall have no obligation whatsoever to pay to the Taxpayer any of the Municipal

Sales Tax generated on or after the effective date of the Change in Law. However, if a Change in Law results in replacement taxes for the Sales Taxes directly resulting from Gross Receipts of the Taxpayer as contemplated pursuant to this Agreement, then, for purposes of this Agreement, the replacement taxes shall be defined as Sales Taxes, subject in all respects to the Village's actual receipt of its portion of the replacement taxes as well as the Village's authority under state law to provide for rebate of the replacement taxes, as contemplated in this Agreement.

F. **No Guarantee.** The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement shall be construed, deemed, or interpreted as either (1) a guarantee that the Village will receive any Sales Taxes as a result of the operation of the Dealership on the Property or (2) a requirement or obligation by the Taxpayer to generate Gross Receipts from the Property.

G. **Limited Liability.** Notwithstanding any other provision of this Agreement to the contrary, the Village's obligation to pay the Sales Tax Rebate payments shall not be a general debt of the Village or a charge against its general credit or taxing powers, but shall be a special limited obligation payable solely out of the Municipal Sales Tax received by the Village, as specifically defined in Section 2 of this Agreement. The Taxpayer shall have no right to, and agrees that it shall not, compel any exercise of the taxing power of the Village to pay the Sales Tax Rebate payments, and no execution of any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or other property of the Village. No recourse shall be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the Village in his or her individual capacity.

H. **Closure; Refund of Rebate.**

1. In the event that, at any time during the Term of this Agreement, the Taxpayer abandons, closes, or terminates the use of the Property for the Dealership ("**Closure**"), then the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property shall, as of the date of the Closure, automatically terminate and become null and void and be of no further force or effect, and the Village shall have no obligation whatsoever to perform any of the Municipal Sales Tax Rebate obligations in Section 4 of this Agreement.

2. The Taxpayer shall provide the Village with no less than 60 days written notice prior to any abandonment, closure, or termination of the use of the Property for the Dealership.

**SECTION 5. REAL PROPERTY VALUATION.**

The Taxpayer and the Owner recognize that the Village has legitimate interests and concerns regarding the valuation and assessment of the Property for real estate tax purposes. Accordingly, the Taxpayer and the Owner shall (a) notify the Village prior to the commencement or initiation of any protest or appeal by the Taxpayer or by the Owner of the real property valuation of the Property established by the Cook County Assessor and

(b) not initiate any protest or appeal that seeks a property valuation that is substantially disproportionate to, or substantially inconsistent with, the actual use of the Property.

**SECTION 6. FORCE MAJEURE.**

Whenever a period of time is provided for in this Agreement for either the Taxpayer, the Owner or the Village to perform any act or obligation, and the Taxpayer, the Owner or the Village, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations shall be extended for a reasonable time to accommodate the delay caused by the Force Majeure.

**SECTION 7. LITIGATION AND DEFENSE OF AGREEMENT.**

A. **Litigation.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against any party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of any party to perform its obligations under, or otherwise to comply with, this Agreement ("***Litigation***"), the party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge to the other parties and shall on an on-going basis keep the other parties fully informed concerning all aspects of the Litigation.

B. **Defense.** The Village, the Taxpayer and the Owner shall use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each party shall have the right to retain its own independent legal counsel, at its own expense, for any matter. The Village, the Taxpayer and the Owner shall reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

**SECTION 8. TERM.**

This Agreement shall be in full force and effect for a period of 20 years after the Commencement Date or until the Taxpayer receives \$1,200,000 in Sales Tax Rebate payments from the Village pursuant to the terms of this Agreement, whichever occurs first ("***Term***"); provided, however, that the Village's obligation to make Sales Tax Rebate payments shall survive the expiration of the term to the extent that the Village has not at that time received from the State the Municipal Sales Taxes from which the Sales Tax Rebate payments will be made. This Agreement shall, during its Term, run with and bind the Property and shall inure to the benefit of and be enforceable by the Taxpayer, the Owner and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

**SECTION 9. RELEASE OF INFORMATION.**

The Taxpayer agrees to execute and provide all documentation necessary to cause the Illinois Department of Revenue to release to the Village the Sales Tax generated by the Taxpayer from the Property, including copies of State of Illinois Sales Tax Reports, during each of the Sales Tax Years pursuant to applicable State law.

**SECTION 10. PAYMENT OF VILLAGE FEES AND COSTS.**

A. **General Requirements.** In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Taxpayer and the Owner shall pay to the Village, as and when due, all application, inspection, and permit fees, and all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations.

B. **Village Lien Rights.** If any money due from the Taxpayer or from the Owner to the Village pursuant to this Agreement is not paid to the Village by the Taxpayer or by the Owner, as the case may be, within 30 days after a demand for the payment, then that money, together with interest and costs of collection, including legal fees and administrative expenses, shall become a lien upon all portions of the Property, and shall be a debt of, and an obligation owed by, the Taxpayer or the Owner, as the case may be, to the Village, and the Village shall have the right to collect that amount, with interest and costs, including legal fees and administrative expenses, by deducting that amount, interest, costs, fees, and expenses from any Sales Tax Rebate payment otherwise required under this Agreement, and the Village shall also have the right to enforce the lien in the same manner as in statutory mortgage foreclosure proceedings. The lien shall be subordinate to any first mortgage now or hereafter placed upon the Property; provided, however, that the subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. The sale or transfer shall not relieve the Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

**SECTION 11. LIABILITY AND INDEMNITY OF VILLAGE.**

A. **No Liability for Village Review.** The Taxpayer and the Owner acknowledge and agree (1) that the Village is not, and shall not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the Village's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) that the Village's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to ensure the Taxpayer, the Owner, or any of their heirs, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

B. **Village Procedures.** The Taxpayer and the Owner acknowledge that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agree not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

C. **Indemnity.** The Taxpayer agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, 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 those parties in connection with (i) the Village's review and approval of any plans, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; (ii) any actions taken by the Village pursuant to this Agreement; (iii) any action taken by the Village pursuant to Subsection B of this Section; (iv) the development, construction, and maintenance of the Property; and (v) the performance by the Taxpayer of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

D. **Defense Expenses.** The Taxpayer shall, and does hereby agree to, pay, without protest, all expenses incurred by the Village in defending itself with regard to any and all of the claims identified in Subsection C of this Section. These expenses shall include all out-of-pocket expenses, including reasonable attorneys' and experts' fees, not to exceed their usual and customary fee rates to the Village, and shall also include the reasonable value of any services rendered by any employees of the Village, not to exceed their actual salaries.

## **SECTION 12. ENFORCEMENT.**

A. **Enforcement.** The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Taxpayer and the Owner agree that they will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the Village, or any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney, of the Village on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property at any time when the Taxpayer or the Owner have failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Subsection A of this Section without first providing written notice to the other party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period ("*Time for Cure*"), then the Time for Cure shall be extended accordingly,

provided that the notified party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence.

**SECTION 13. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.**

A. **Obligations.** The parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, shall constitute both the personal obligation of the party liable for its payment, and the successors of that party.

B. **Binding Effect.** The Taxpayer and the Owner acknowledge and agree that this Agreement shall be binding upon the Taxpayer, the Owner, and any and all of the Taxpayer's and Owner's permitted heirs, successors, assigns, and the successor owners of record of all or any portion of the Property.

C. **Transferee Assumption.** To assure that any potential permitted heir, successor, or assign has notice of this Agreement and the obligations created by it, the Taxpayer and the Owner agree:

- (i) that this Agreement shall be recorded with the Cook County Recorder of Deeds;
- (ii) to require, prior to the transfer of a legal or beneficial interest in all or any portion of the Property or Dealership, the transferee to execute an enforceable transferee assumption agreement in a form acceptable to the Village Attorney ("***Transferee Assumption Agreement***"). The Village agrees that, upon a successor becoming bound to the personal obligation created in this Agreement in the manner provided, the personal liability of the Taxpayer and/or the Owner, as the case may be, or other predecessor obligor shall be released to the extent of the transferee's assumption of liability. The Taxpayer and the Owner agree to notify the Village in writing at least 30 days prior to the date on which the Taxpayer or the Owner, as the case may be, proposes to transfer a legal or beneficial interest in all or any portion of the Dealership or the Property to a transferee. The Taxpayer and the Owner shall, at the same time, provide the Village with a fully executed copy of the Transferee Assumption Agreement.

D. **Transfer Defined.** For purposes of this Agreement, the term "transfer" shall be deemed to include any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Dealership or the Property, or any beneficial interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, restructuring, merger, sale and leaseback, consolidation, or otherwise.

E. **Mortgagees of Property.** This Agreement shall be binding on all mortgagees of the Property or other secured parties automatically upon such mortgagee assuming title to the Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of executing such assumption agreement. Until such

time, however, a mortgagee or other secured party shall have no personal liability hereunder.

F. **Prohibited Assignments.** It is the express intent of the parties that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of the Taxpayer and the Owner for operation of the Dealership. Accordingly, notwithstanding any provision of this Agreement, in the event that the Taxpayer or the Owner does, or attempts to, voluntarily or involuntarily transfer its interest in the Dealership or the Property, in whole or in part, without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole and absolute discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, shall, at the option of the Village, become null and void and be of no force or effect.

#### **SECTION 14. REPRESENTATIONS AND WARRANTIES.**

In order to induce the Village to enter into this agreement and to adopt the ordinances and grant the rights herein provided for, the Taxpayer and the Owner hereby warrant and represent to the Village as follows:

A. The Taxpayer is a duly organized, validly existing corporation in good standing under the laws of the State of Illinois, and the Owner is a duly organized, validly existing limited liability company in good standing under the laws of the State of Illinois.

B. The Taxpayer and the Owner each have the authority and the legal right to make, deliver, execute, and perform this Agreement and have taken all necessary corporate, partnership, and venture actions to authorize the execution, delivery, and performance of this Agreement.

C. No mortgagee or any other secured party, other than those listed on *Exhibit B* attached hereto and, by this reference, incorporated herein, that has an interest in the Property as of the date of this Agreement has an objection to either (i) the execution and performance of this Agreement by the Taxpayer or by the Owner or (ii) the binding nature of this Agreement with respect to the Property. The Taxpayer and the Owner shall deliver to the Village Clerk, at the time of the Taxpayer's and Owner's execution of this Agreement, a document acceptable in form to the Village Attorney and executed by all secured parties referenced in *Exhibit B* acknowledging this warranty and confirming the validity thereof.

D. All necessary consents of any Board of Directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties including specifically, but without limitation, all secured parties referenced on *Exhibit B* regarding the execution and delivery of this Agreement have been obtained.

E. The consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village, and the State of Illinois with respect to distribution of Sales Taxes) has been provided in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

F. The individuals executing this Agreement on behalf of the Taxpayer and on behalf of the Owner have the power and authority to execute and deliver this Agreement on behalf of the Taxpayer and on behalf of the Owner.

G. The execution, delivery, and performance of this Agreement (i) is not prohibited by any requirement of law or under any contractual obligation of the Taxpayer or of the Owner; (ii) will not result in a breach or default under any agreement to which the Taxpayer or the Owner is a party or to which the Taxpayer or the Owner, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which the Taxpayer, the Owner or the Property, in whole or in part, is or are subject.

**SECTION 15. GENERAL PROVISIONS.**

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

B. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

C. **Notices.** Any notice, communication, or demand required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

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

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

With a copy to:

Holland & Knight LLP  
131 S. Dearborn, 30<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Peter M. Friedman

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

Caroline Grossinger  
Grossinger Autoplex  
6900 N. McCormick Blvd.  
Lincolnwood IL 60712

With a copy to:

Stuart Gordon  
Gordon and Karr LLP  
150 N. Wacker Dr. Suite 1650  
Chicago, IL 60606

D. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

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

F. **Change in Laws.** Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind shall include the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

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

H. **Time of Essence.** Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or valid against the Village.

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

K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not

business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibits.** Exhibits A and B are attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

M. **Counterparts.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

N. **Waiver.** Neither the Village, the Taxpayer, nor the Owner shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village, the Taxpayer, or the Owner to exercise at any time any of those rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Taxpayer's or the Owner's right, as the case may be, to enforce those rights or any other rights.

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

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

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

R. **Village Authority to Execute.** The Village hereby warrants and represents to the Taxpayer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

S. **Recording.** After the execution of this Agreement, the Village shall promptly cause this Agreement to be recorded in the office of the Recorder of Cook County.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

Beryl Norman  
Village Clerk

VILLAGE OF LINCOLNWOOD

David C. Long  
Village President

ATTEST:

By: TREASURER  
Its: [Signature]

GROSSINGER AUTOPLEX, INC.

By: PRESIDENT  
Its: [Signature]

ATTEST:

By: AGENT  
Its: [Signature]

GROSSPROPS ASSOCIATES, LLC

By: GENERAL MANAGER  
Its: [Signature]

# 6146911

ACKNOWLEDGEMENTS

STATE OF ILLINOIS        )  
  )  
  )        SS  
COUNTY OF COOK        )

This instrument was acknowledged before me on May 12th, 2009 by Gerald Turry, the **PRESIDENT** of the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation, and by Beryl Herman, the Village Clerk of said municipal corporation.

Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS        )  
  )  
  )        SS  
COUNTY OF COOK        )

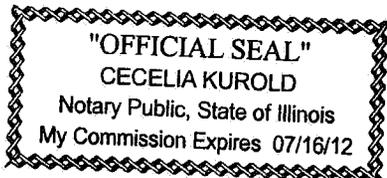
I, CECELIA KUROLD, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CAROLINE GROSSINGER, personally known to me to be the PRESIDENT of **GROSSINGER AUTOPLEX, INC.**, an Illinois corporation, and STEVE MORGENSTERN, personally known to me to be the TREASURER of said corporation, appeared before me this day in person and acknowledged that as such PRESIDENT and TREASURER, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of **GROSSINGER AUTOPLEX, INC.** for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of MAY, 2009.

Notary Public Cecelia Kurold

My Commission Expires: 7-16-12

(SEAL)



STATE OF ILLINOIS        )  
                                      )  
COUNTY OF COOK        )        SS

I, CECELIA KUROLD a Notary Public in and for said County, in the State aforesaid, do hereby certify that CAROLINE GROSSINGER, personally known to me to be the GENERAL MANAGER of GROSSPROPS ASSOCIATES, LLC, an Illinois limited liability company, and STEVE MORGENSTEAN, personally known to me to be the AGENT of said limited liability company, appeared before me this day in person and acknowledged that as such GENERAL MANAGER and AGENT, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of GROSSPROPS ASSOCIATES, LLC for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of MAY, 2009.

Notary Public *Cecilia Kurold*

My Commission Expires: 7-16-12

(SEAL)



**EXHIBIT A**

Legal Description of the Property

6747 Lincoln Avenues, Lincolnwood, Illinois, legally described as follows:

Lot "A" in Lincoln-Crawford-Pratt Commercial Center being a Consolidation of certain tracts of land in the Northwest quarter of the Southwest quarter of Section 35, Township 41 North, Range 13, East of the Third Principal Meridian, together with the North 128.61 feet of the West half of the North and South alley, as vacated by Document 18594092, in Block 1 in Lincoln Avenue Gardens, being a Subdivision in the North half of the Southwest quarter of said Section 35 and being further described as the West 8 feet of said alley lying East of and adjoining the South 128.61 feet of said Lot "A", in Cook County, Illinois.

Execution Copy  
3/26/09

**EXHIBIT B**

Secured Parties

None

**RESOLUTION NO. R2009-1489**

**A RESOLUTION AUTHORIZING AN ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE VILLAGE AND GROSSINGER AUTOPLEX, INC. d/b/a GROSSINGER HYUNDAI**

WHEREAS, the Village of Lincolnwood ("Village") is a home rule municipality located in Cook County, Illinois;

WHEREAS, the Village and Grossinger Autoplex, Inc. d/b/a Grossinger Hyundai desire to enter into an economic incentive agreement to enhance the long-term viability of the Village's tax base and strengthen business within the Village ("*Agreement*"); and

WHEREAS, the President and Board of Trustees have determined that entering into the Agreement with Grossinger Autoplex, Inc. d/b/a Grossinger Hyundai is 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. The Agreement by and between the Village and Grossinger Autoplex, Inc. d/b/a Grossinger Hyundai, in substantially the form attached as *Exhibit A*, is hereby approved

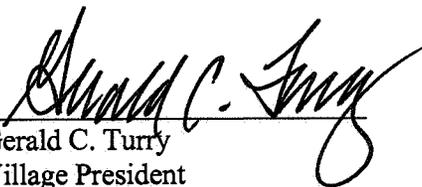
SECTION 3. AUTHORIZATION AND EXECUTION. The Village President and the Village Clerk are authorized and directed to execute and seal, on behalf of the Village, the Agreement, only after receipt by the Village Clerk of at least two original copies of the Agreement executed by Grossinger Autoplex, Inc. d/b/a Grossinger Hyundai; provided, however, that if the executed copies of the Agreement are not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

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

PASSED this 19<sup>th</sup> day of March, 2009

AYES: Trustees Patel, Sprogis-Marohn, Lebovits, Heidtke, Froman, Elster  
NAYS: None  
ABSENT: None

APPROVED this 19<sup>th</sup> day of March, 2009

  
Gerald C. Turry  
Village President

ATTEST:

  
Beryl Herman  
Village Clerk

# Request For Board Action

**REFERRED TO BOARD:** September 4, 2018

**AGENDA ITEM NO:** 5

**ORIGINATING DEPARTMENT:** Community Development

**SUBJECT:** Consideration of an Ordinance Setting the Time and Place for a Public Hearing on the Establishment of the North Lincoln Redevelopment Project Area and Tax Increment Redevelopment Plan and Project

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

At their June 19, 2018 meeting, the Village Board approved an Ordinance initiating an Eligibility Study for the re-designation of the Lincoln-Touhy Redevelopment Project Area. Staff has worked with the Village's TIF Consultant, Kane McKenna and Associates (KMA), to prepare required documentation for review by the Joint Review Board and Village Board, as well as the attached timeline of required meetings and hearings. In order to distinguish between the existing (proposed to be re-designated) "Lincoln-Touhy" TIF District and the proposed new TIF District, it has been re-named the "North Lincoln" TIF District.

Please note that the Draft TIF Redevelopment Plan and Qualification Report was placed on file with the Village Clerk on Thursday, August 23, 2018, as required by State Statute. The plan and boundary map on file corresponds with the revised TIF boundary, approved at the August 21, 2018 Committee of the Whole meeting, which eliminated the three properties south of Touhy Avenue.

Please note two very important dates in this schedule: 1) Joint Review Board Meeting is scheduled for Wednesday, October 10, 2018 at 10:00 a.m.; and 2) Public Hearing on the establishment of a newly-designated TIF District is planned for Tuesday, November 20, 2018 at 7:30 p.m. The Joint Review Board is a meeting consisting of representatives of all the Lincolnwood Taxing Bodies, in which the planning documents and proposed Ordinances, including the TIF Draft Redevelopment Plan, are reviewed.

The request before the Village Board is approval of the attached Ordinance which authorizes the time and place of the Public Hearing concerning the Draft TIF Plan and TIF Eligibility Report. The Ordinance also authorizes Village staff to prepare notices as required by the TIF Act.

**FINANCIAL IMPACT:**

None

**DOCUMENTS ATTACHED:**

1. Proposed Ordinance
2. TIF Process Timeline
3. TIF (Revised) Boundary Map

**RECOMMENDED MOTION:**

**Move to approve** an Ordinance Setting the Time and Place for a Public Hearing on the Establishment of the North Lincoln Redevelopment Project Area and Tax Increment Redevelopment Plan and Project.

**VILLAGE OF LINCOLNWOOD**

**ORDINANCE NO. 2018-\_\_\_\_\_**

**AN ORDINANCE SETTING THE TIME AND PLACE  
FOR A PUBLIC HEARING CONCERNING THE ESTABLISHMENT OF  
THE NORTH LINCOLN REDEVELOPMENT PROJECT AREA AND  
TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT**

ADOPTED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF LINCOLNWOOD  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 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 SETTING THE TIME AND PLACE  
FOR A PUBLIC HEARING CONCERNING THE ESTABLISHMENT OF  
THE NORTH LINCOLN REDEVELOPMENT PROJECT AREA AND  
TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT**

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

WHEREAS, on February 17, 2011, the President and the Board of Trustees of the Village ("*Corporate Authorities*") adopted: (i) Ordinance No. 2011-2930, approving a redevelopment plan and project prepared by Kane, McKenna and Associates, Inc. ("*Redevelopment Plan and Project*") for an area generally including the properties located at the northwest, southwest, and southeast corners of the intersection of Lincoln Avenue and Touhy Avenue in the Village ("*Original Redevelopment Project Area*"); (ii) Ordinance No. 2011-2931, designating the Original Redevelopment Project Area as a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("*TIF Act*"); and (iii) Ordinance No. 2011-2932, adopting tax increment allocation financing for the Original Redevelopment Project Area, pursuant to the TIF Act; and

WHEREAS, on June 3, 2014, the Corporate Authorities adopted: (i) Ordinance No. 2014-3099, approving an amended redevelopment plan and project prepared by Kane, McKenna and Associates, Inc. to include both the Original Redevelopment Project Area and the real property generally located immediately west and north thereof, along the north side of Touhy Avenue and the west side of Lincoln Avenue ("*Adjacent Redevelopment Area*"); (ii) Ordinance No. 2014-3100, amending the Original Redevelopment Project Area to include the Adjacent Redevelopment Area, pursuant to the TIF Act; and (iii) Ordinance No. 2014-3101, adopting tax increment allocation financing for the amended Original Redevelopment Project Area ("*Amended Redevelopment Area*"), pursuant to the TIF Act; and

WHEREAS, since the designation of the Original Redevelopment Project Area as a redevelopment project area, such area has not been redeveloped, and the blighting and adverse conditions remain present in such area; and

WHEREAS, that portion of the Amended Redevelopment Area located north of Touhy Avenue, legally described in **Exhibit A** and depicted in **Exhibit B** attached to this Ordinance ("*North Lincoln Redevelopment Project Area*"), is particularly underutilized, and suffers from a variety of impediments to economic development, such as excessive vacancies and obsolescence; and

WHEREAS, the Village of Lincolnwood depends heavily on its business districts, and primary its Village Center district, to maintain the fiscal integrity of the Village; and

WHEREAS, the valuation of the North Lincoln Redevelopment Project Area has declined during three of the previous five years, and has lagged behind the average annual growth rate of all real property within the Village in four of the previous five years; and

WHEREAS, the Village does not anticipate that the North Lincoln Redevelopment Project Area will be redeveloped without the implementation by the Village of a new comprehensive plan for the economic redevelopment of the North Lincoln Redevelopment Project Area; and

WHEREAS, the Village has explored various methods by which sufficient private investment can be attracted to the North Lincoln Redevelopment Project Area, so that the North Lincoln Redevelopment Project Area can be redeveloped for the long-term growth and benefit of the Village and its residents; and

WHEREAS, one means by which the Village could attract the private investment necessary for the redevelopment of the North Lincoln Redevelopment Project Area is the use of tax increment financing ("**TIF**") and the establishment of a newly-redesignated redevelopment project area (a "**TIF District**") as authorized under the TIF Act; and

WHEREAS, the Village Board of Trustees has commissioned a study by Kane, McKenna and Associates, Inc. ("**KMA**") to determine whether the North Lincoln Redevelopment Project Area meets the qualifications for re-designating a new TIF District; and

WHEREAS, after extensive review of the North Lincoln Redevelopment Project Area, KMA delivered a report to the Village in which KMA concludes that the North Lincoln Redevelopment Project Area continues to qualify as a TIF District under the TIF Act ("**Eligibility Report**"); and

WHEREAS, in light of its review of the North Lincoln Redevelopment Project Area and pursuant to extensive discussions with Village officials and others interested in the North Lincoln Redevelopment Project Area, KMA has also prepared a plan for the redevelopment of the North Lincoln Redevelopment Project Area in accordance with the TIF Act ("**Redevelopment Plan and Project**"); and

WHEREAS, the Eligibility Report and the Redevelopment Plan and Project have been on file and available at the Village Hall since August 23, 2018; and

WHEREAS, in order to continue its consideration of the possible establishment of a newly-designated TIF District in the North Lincoln Redevelopment Project Area, the President and Board of Trustees of the Village have determined that it is in the best interest of the Village and its residents to continue pursuing the possible establishment of a new TIF District within the North Lincoln Redevelopment Project Area, including the setting of a time and place for a public hearing on the possible establishment of a TIF District and consideration of the Eligibility Report and the Amended Redevelopment Plan and Project;

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

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

SECTION 2. SETTING TIME AND PLACE FOR PUBLIC HEARING. The President and Board of Trustees of the Village hereby establish Tuesday, November 20, 2018, at 7:30 p.m. as the date and time for a public hearing on the possible establishment of a newly-designated TIF District, the re-designation of the redevelopment project area, and the consideration of a Redevelopment Plan and Project for the North Lincoln Redevelopment Project Area. The public hearing will be held at the Lincolnwood Village Hall, 6900 North Lincoln Avenue, Lincolnwood, Illinois. The Village Board reserves the right to continue the hearing to a later date and time without further published notice should a continuance become necessary.

SECTION 3. AUTHORIZATION FOR PUBLIC NOTICES AND OTHER ACTION. The President and Board of Trustees hereby authorize and direct the Village Manager, in consultation with KMA and the Village Attorney, to do or cause to be done all things necessary or desirable for purposes of giving the public notice of the November 20, 2018, hearing and any and all other statutorily required steps precedent to the establishment of a TIF District in the North Lincoln Redevelopment Project Area and the adoption of a Redevelopment Plan and Project.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 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

### LEGAL DESCRIPTION OF NORTH LINCOLN REDEVELOPMENT PROJECT AREA

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Commencing at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue, being the Point of Beginning; thence East along the South line of Touhy Avenue to a point of intersection with the centerline of Lincoln Avenue; thence Northwesterly along said centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the North Line of Lot 3 of the Lincoln Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue; thence Southwest along the North Line of said Lot 3 to the southwest corner of said Lot 3; thence Northwest 257 (+/-) feet along the Western line of Lot 2 in the Lincoln Touhy Addition to Lincolnwood; thence West 46 degrees 30 minutes South to the Easterly line of the Union Pacific right-of-way; thence South 856 (+/-) feet along the Easterly line of the Union Pacific right-of-way; thence East 86 (+/-) feet; thence North 43 (+/-) feet to the centerline of Touhy Avenue; thence East to the intersection of the centerline of Touhy Avenue and the Southeasterly extension of the West Line of Lot 7 of the Lincoln Touhy Addition to Lincolnwood; thence Southeast along said extension to the Point of Beginning., in Cook County, Illinois.

AND

Lots 3 through 10, both inclusive, in Lincoln Touhy Addition to Lincolnwood, being a Subdivision in the Southwest Quarter of Section 27, Township 41 North, Range 13 East of the Third Principal Meridian, recorded April 1, 1960 as Document No. 17819591, along with all the land bounded and described as follows: Proceeding at the Southwest corner of Lot 7 in said Subdivision; thence Southerly along the Southerly extension of the Westerly line of Lot 7, to the South line of Touhy Avenue; thence East along the South line of Touhy Avenue to the West line of Kilbourn Avenue; thence South along the West line of Kilbourn Avenue to the intersection with the Westerly extension of the South line of Fitch Avenue; thence East along said last described line to an angle point in the South line of said Fitch Avenue; thence Northeasterly along the Southeasterly line of Fitch Avenue to the Southwesterly line of Lincoln Avenue; thence Southeasterly along the Southwesterly line of Lincoln Avenue to the East line of Kostner Avenue; thence North along the East line of Kostner Avenue to the centerline of Touhy Avenue; thence West along the centerline of Touhy Avenue to the centerline of the intersection of the North line of Lot 3 of Lincoln Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the North line of the Hampton Place Condominiums, recorded June 11, 1980 as Document No. 25483680; thence Northeasterly to the Southwesterly corner of Lot 33 in Lincoln-Chase-Kostner Subdivision recorded March 31, 1926 as Document No. 9224770; thence Northwesterly along the Southwesterly line of said Subdivision to the most Westerly corner of Lot 45 in said Subdivision; thence Northwesterly to the intersection of the centerline of Lincoln Avenue with the centerline of Chase Avenue; thence Northwesterly along the centerline of Lincoln Avenue to the intersection of the extension of the South Line of Lot 4 of the Lincoln

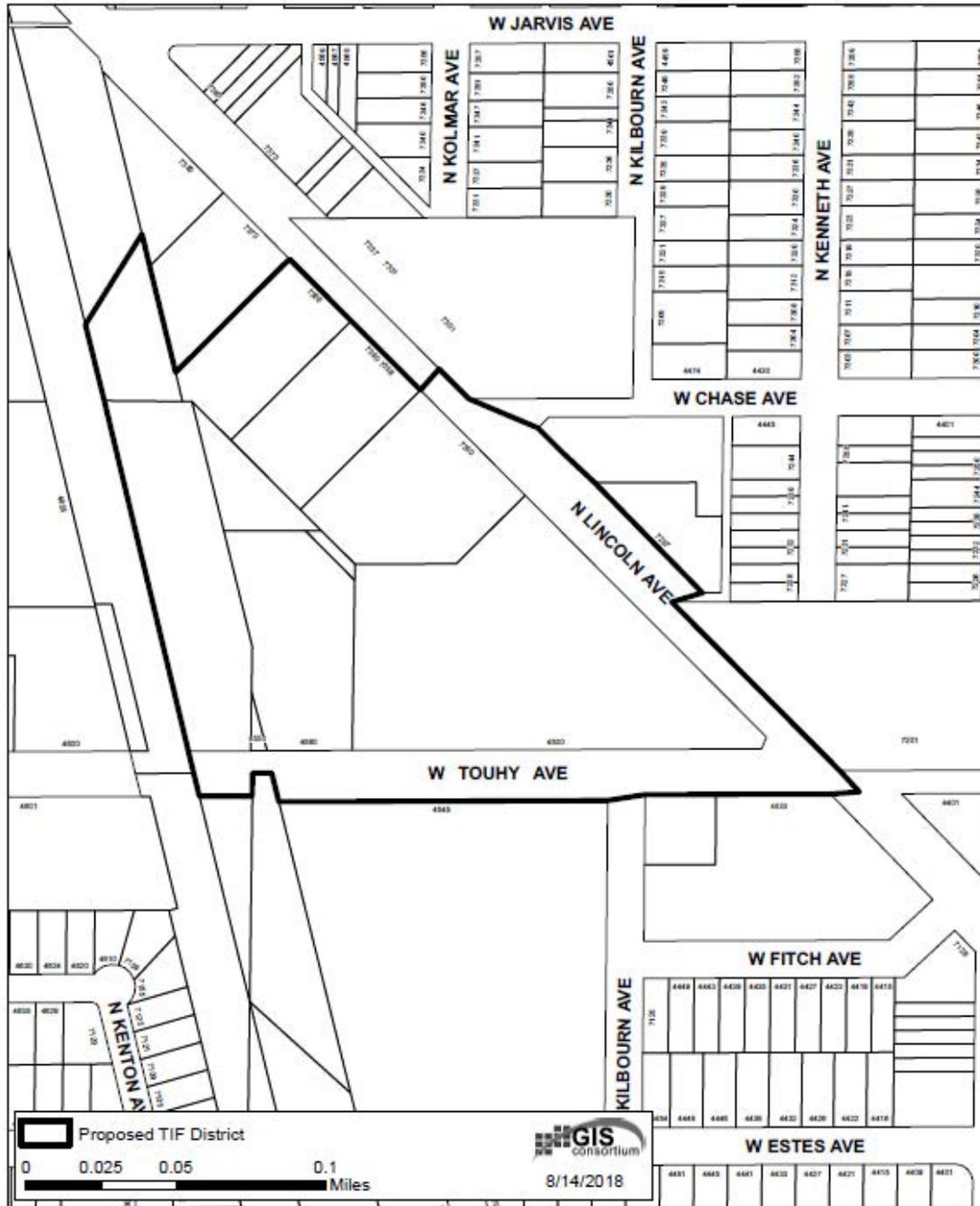
Touhy Addition to Lincolnwood and the centerline of Lincoln Avenue, the Point of Beginning; thence Northwest along the centerline of Lincoln Avenue to the intersection of the centerline of Lincoln Avenue and the extension of the North line of Lot 3 of the Lincoln Touhy Addition to Lincolnwood; then Southwest along the North Line of said Lot 3 to the Northwest corner of said Lot 3; thence Northwest 257 (+/-) feet along the Western line of Lot 2 in the Lincoln Touhy Addition to Lincolnwood; thence West 46 degrees 30 minutes South to the Easterly line of the Union Pacific right-of-way; thence South 856 (+/-) feet along the Easterly line of the Union Pacific right-of-way; thence East 86 (+/-) feet; thence North 43 (+/-) feet to the centerline of Touhy Avenue; thence East to the intersection of the centerline of Touhy Avenue and the Southeasterly extension of the West Line of Lot 7 of the Lincoln Touhy Addition to Lincolnwood; thence Northwest along the West Line of Lot 7; then north along the West Line of Lot 7; thence Northwest to the Northwest corner of Lot 6; thence Southeast to the Southwest corner of Lot 4; thence Northeast to the Point of Beginning, in Cook County, Illinois.

# EXHIBIT B

MAP DEPICTING NORTH LINCOLN REDEVELOPMENT PROJECT AREA



## TIF Boundary Map



**VILLAGE OF LINCOLNWOOD  
PROPOSED NORTH LINCOLN TIF DISTRICT  
DRAFT TIMETABLE DATED AUGUST 23, 2018**

Green = Completed tasks

**Timing and Status**

**Week of – (unless noted)**

**Task**

- |                             |  |
|-----------------------------|--|
| 1) Completed                | Village staff needs to identify if any Village officials or staff have ownership interests within the TIF boundaries. Procedures relating to any conflicts need to be reviewed.  |
| 2) Completed                | Village staff and Kane, McKenna prepare the TIF Eligibility Report. Kane, McKenna begins preparation of TIF Plan to be reviewed by Village staff (including determination of preliminary boundaries).  |
| 3) Completed                | Draft TIF qualification report prepared by Kane, McKenna. Confirm legal description and TIF map.   |
| 4) Completed                | Village sends comments to Kane, McKenna regarding draft TIF Eligibility Report. Kane, McKenna begins preparation of TIF plan.  |
| 5) Completed                | TIF legal description and boundary maps confirmed by the Village.  |
| 6) Completed                | Village and Kane, McKenna prepare TIF budget, proposed project EAV estimates, and land uses for the TIF Plan.  |
| 7) Completed                | KMA sends Village revised draft TIF Plan and TIF Eligibility Report as needed.   |
| 8) Completed<br>(August 23) | Draft TIF Plan and TIF Eligibility Report must be on file at Village's Clerk's office at least 10 days before the Village Board approval of the TIF Public Hearing ordinance.  |
| 9) Completed                | Village Attorney prepares draft ordinance authorizing TIF Public Hearing.  |
| 10) Completed               | Kane, McKenna and Village staff identify taxpayers and residential addresses within the TIF and within 750 feet of the proposed boundaries. Kane, McKenna identifies affected taxing districts and compiles contact/address list for the taxing districts. |

\* Many tasks show a range of dates, typically for an entire week. Timing will be revised/refined as we select specific dates for key tasks, such as those requiring Village Board action. These key dates will then require adjustment in dates of other tasks, such as those requiring notices.

**Timing and Status (Week of unless noted)**

**Task**

- 11) Optional  
Village holds preliminary meeting with taxing districts to provide information regarding the proposed TIF District and the Village's plans for the area.
- 12) September 4  
(actual date)  
Village Board adopts TIF Public Hearing ordinance which authorizes time and place for the public hearing concerning the draft TIF Plan and TIF Eligibility Report. The ordinance also authorizes Village staff to prepare additional notices as required by the TIF Act (see below). Notice of availability of interested parties registry is published in a local newspaper.
- 13) September 20  
(actual date)  
Notice of Public Hearing sent by Kane, McKenna to affected taxing districts and IDCEO by certified mail. The notice will also include the time and the place for the first Joint Review Board (JRB) meeting, as well as a draft copy of the TIF Plan and TIF Eligibility Report. The first meeting of the JRB must take place at least 14 days following the notice of public hearing by the Village to the taxing districts (and no more than 28 days following such notice).
- 14) September 24  
Kane, McKenna prepares notices sent to all residential addresses within 750 feet of the TIF boundaries  
.
- 15) September 24  
Kane, McKenna and Village Attorney prepare three draft TIF ordinances for Village staff review. Village staff prepares materials for JRB review.
- 16) October 10  
(actual date)  
**First meeting of the Joint Review Board. The JRB reviews the planning documents and proposed ordinances regarding the proposed TIF District.**

**Timing and Status (Week of unless noted)**

**Task**

- 17) October 10 to November 9      The JRB shall make an advisory, **non-binding recommendation** regarding the TIF area within thirty (30) days after the convening of the JRB. The JRB shall base its decision to recommend or not recommend the proposed TIF District on the basis of the proposed TIF District satisfying the statutory eligibility criteria. If the JRB does not recommend TIF District designation, the JRB shall issue a written report describing why the area fails to meet one or more eligibility criteria. The Village then has thirty (30) days to confer and resolve such issues. In the event that such issues are not resolved, the Village may proceed with the adoption of the TIF, but only upon a 3/5s vote of the Village Board. In the event that JRB does not file a report or make a recommendation, it shall be presumed that these taxing districts find the area to satisfy the eligibility criteria, pursuant to the TIF Act. Failure of the JRB to make a recommendation or to submit its report on a timely basis shall not cause a delay in the process of forming the TIF District.
- 18) October 29      Kane, McKenna updates taxpayer list to include identification of delinquent taxpayers and if taxes are delinquent, taxpayers of record for the last three years.
- 19) October 29      **Village publishes Notice of Public Hearing** in two (2) editions of local newspaper (not more than thirty (30) days nor less than ten (10) days prior to public hearing).
- 20) November 5      **Village and Kane, McKenna send Notices of Public Hearing** to all property taxpayers of record in the proposed TIF District, all residential addresses, and interested parties (not less than ten (10) days before public hearing). Notices include English and Spanish versions. Complete research of delinquent taxpayers and sends notices to taxpayers of record for the previous three years.
- 21) November 20 (actual date)      The municipality holds the **public hearing** for the proposed TIF District. Any interested person or affected taxing district may file written objections or be heard orally in this forum. The public hearing may be continued to another date without any further written notices. If any significant changes are to be made in the Redevelopment Plan, notices of such changes must be sent to taxing districts and published in a local newspaper at least ten (10) days prior to TIF ordinance adoption.
- 22) November 26      Village Attorney prepares three draft TIF ordinances for Village staff review and comments.
- 23) November 26      Kane, McKenna prepares information to Village Board and provide TIF ordinances to Village Board for review.

**Timing and Status (Week of unless noted)**

**Task**

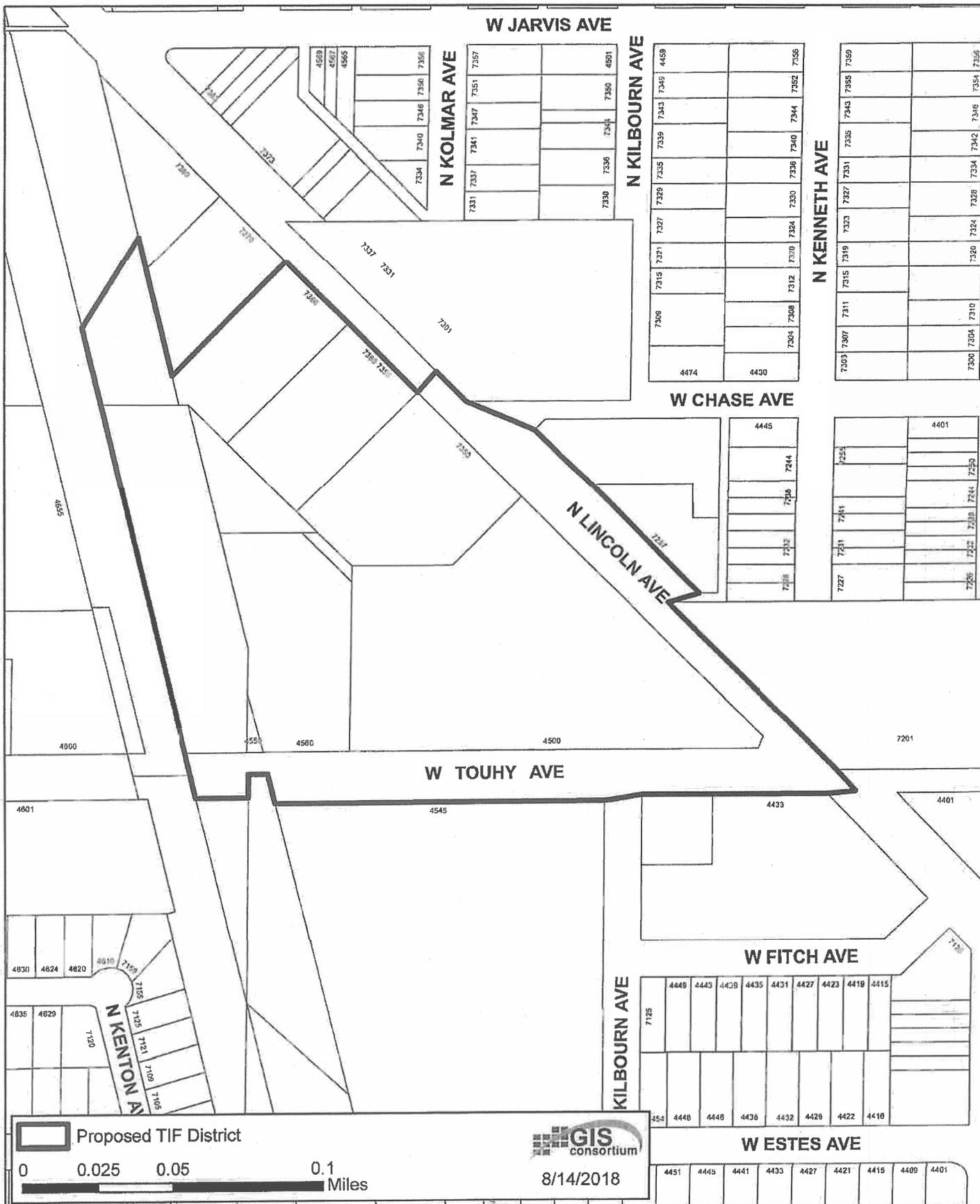
24) December 4, 18 or  
January 15, 2019  
(actual date)

No earlier than 14 days after the public hearing, the Village Board may introduce and **adopt the three ordinances** necessary to adopt the TIF Plan, establish the Redevelopment Project Area and to adopt tax increment financing.

Immediately after passage of the ordinance designating the boundaries of the TIF District, the Village Clerk must transmit the ordinances to the County Clerk. The County Clerk must determine the most recently ascertained equalized assessed value of each parcel of real property in the TIF District, as well as the “total initial equalized assessed value” of the taxable real property within the TIF District and provide a written certificate stating the TIF “base” EAV.



# TIF Boundary Map



# Request For Board Action

REFERRED TO BOARD: September 4, 2018

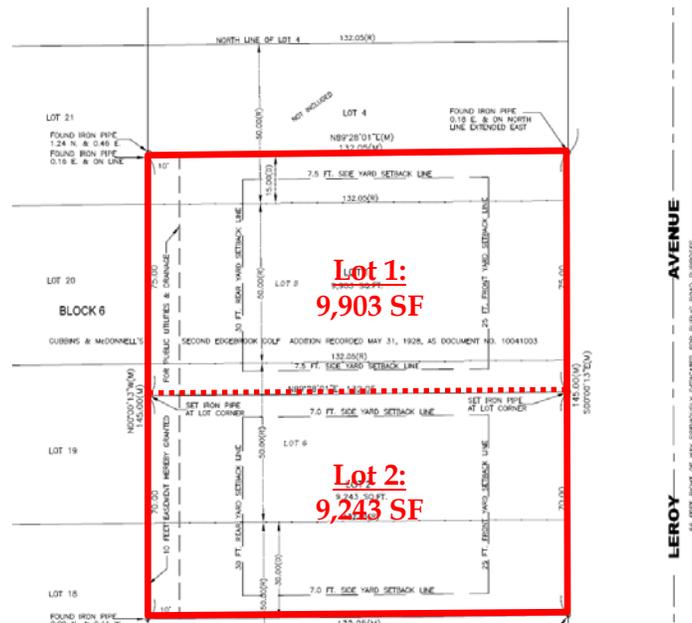
AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Resolution to Approve a Final Plat of Subdivision for 6636 North Leroy Avenue

## SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Erik Tibu, on behalf of Mihai Smalberger, Property Owner, seeks approval of a Final Plat of Subdivision for the property commonly known as 6636 North Leroy Avenue. The property is zoned R-1 Residential and is currently comprised of one parcel with an area of approximately 19,140-square feet (.44 acres). The Petitioner is requesting permission to subdivide the existing parcel into two parcels. The northern proposed parcel would have a lot width of 75 feet and a lot area of 9,903-square feet. The southern proposed lot would have a lot width of 70 feet and a lot area of 9,243-square feet. The requested Subdivision meets all relevant subdivision and zoning standards included in the Village Code. The proposed subdivision qualifies as a "Minor Subdivision." Therefore, the Subdivision requires only approval of the Final Plat of Subdivision as per Section 16-4-2 of the Subdivision Ordinance.



*Proposed Subdivision*

## **Public Hearings**

This request has been considered at the following meetings:

*Plan Commission (June 6, July 5 (without discussion), and July 10, 2018)*

The Plan Commission discussed the potential impacts of the requested Subdivision on the surrounding blocks, noting that the resulting lot sizes would be out of character with existing development in the area. Based on the standards related to the consideration of Subdivision requests and the fact that the proposed Subdivision meets those standards, staff and the Village Attorney stated to the Plan Commission that the Village's approval of this request is ministerial in nature.

Chairman Yohanna expressed concerns that the two resulting homes may be too similar in appearance, and stated that he wants to assure that the appearance of “tract housing” will not be permitted. Mr. Tibu stated that the homes will be different enough to mitigate these concerns. Based on the information provided by staff and the Village Attorney, and based on Commissioner Yohanna’s concerns related to the design of the two homes, Commissioner Auerbach made a motion to approve the Minor Subdivision request, with the condition that the two resulting homes cannot be too similar in design and must be approved by the Zoning Administrator prior to issuance of a Building Permit. The motion passed by a vote of 5-2. Commissioners Jakubowski and Sampen cast the dissenting votes. Commissioner Jakubowski felt the case required additional information and should be considered as a Major Subdivision. Commissioner Sampen stated that he believes that the Petitioner has not demonstrated that he meets all the standards of a requested Subdivision.

#### *Village Board*

On August 21, 2018, the Village Board reviewed the recommendation of the Plan Commission. Trustee Hlepas-Nickell clarified that the Petitioner had submitted development plans for the home that would be built on the resulting northern parcel. However, she felt this was inadequate information to determine if the Plan Commission’s concerns about the design of the two homes would be allayed. Based on this information, she moved to deny the requested Subdivision. The motion was not seconded.

Trustee Halevi requested that the Village Attorney clarify the role of the Village in considering the requested Subdivision. Steve Elrod, Village Attorney, stated that the Village’s role is more or less perfunctory when a Subdivision meets the standards of the Zoning and Subdivision Codes, and that the Village lacks extensive discretion in this case.

Based on the discussion, Trustee Patel moved to approve the request with the condition suggested by the Plan Commission. This motion was approved by a 3-1 vote. The dissenting vote was cast by Trustee Hlepas-Nickell based on her opinion that adjacent properties will be adversely impacted and that inadequate information regarding the development of both resulting parcels had been provided.

#### **FINANCIAL IMPACT:**

None

#### **DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Final Plat of Subdivision
3. Staff PowerPoint Presentation

#### **RECOMMENDED MOTION:**

**Move to approve** a Resolution approving a Final Plat of Subdivision for 6636 North Leroy Avenue.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2018-\_\_\_\_\_**

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

(6636 North Leroy Avenue)

WHEREAS, Mihai Smalberger (“*Owner*”) is the owner of record of the property consisting of approximately 19,140 square feet, identified as Lot 1 and Lot 2 on that certain plat titled M. & E. Subdivision, prepared by Geodetic Survey, Ltd., consisting of one sheet and dated May 15, 2018 (“*Plat*”), and commonly and collectively known as 6636 North Leroy Avenue, Lincolnwood, Illinois (“*Property*”); and

WHEREAS, the Owner seeks to subdivide the Property into two lots; and

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

WHEREAS, in connection with the proposed subdivision of the Property, the Owner has voluntarily agreed that the single-family residential structures to be constructed on the two newly-subdivided lots will not be similar to each other, as will be determined by the Village Zoning Officer; and

WHEREAS, on July 10, 2018, the Plan Commission recommended approval of the proposed preliminary and final Plat, subject to certain specified development conditions;

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

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

SECTION 2. APPROVAL OF PLAT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Resolution, the Plat is hereby approved in the form attached to and, by this reference, made a part of this Resolution as **Exhibit A**.

SECTION 3. CONDITIONS. The approval of the Plat in Section 2 of this Resolution is 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;

- C. Survey monuments must be installed as required pursuant to Section 16-5-9 of the Village Code; and
- D. The single-family residential structures to be constructed on the two newly-subdivided lots must be sufficiently dissimilar in design, as determined by the Village Zoning Officer pursuant to the procedures and standards set forth in Section 6.09(9) of "The Village of Lincolnwood Zoning Ordinance," as amended.

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

SECTION 5. EXECUTION OF PLAT. Upon satisfaction of the conditions set forth in Section 3 of this Resolution, the Village President and the Village Clerk are hereby authorized and directed to execute and seal, on behalf of the Village, the Plat.

SECTION 6. RECORDATION OF THE PLAT. Upon execution of the 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 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.

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

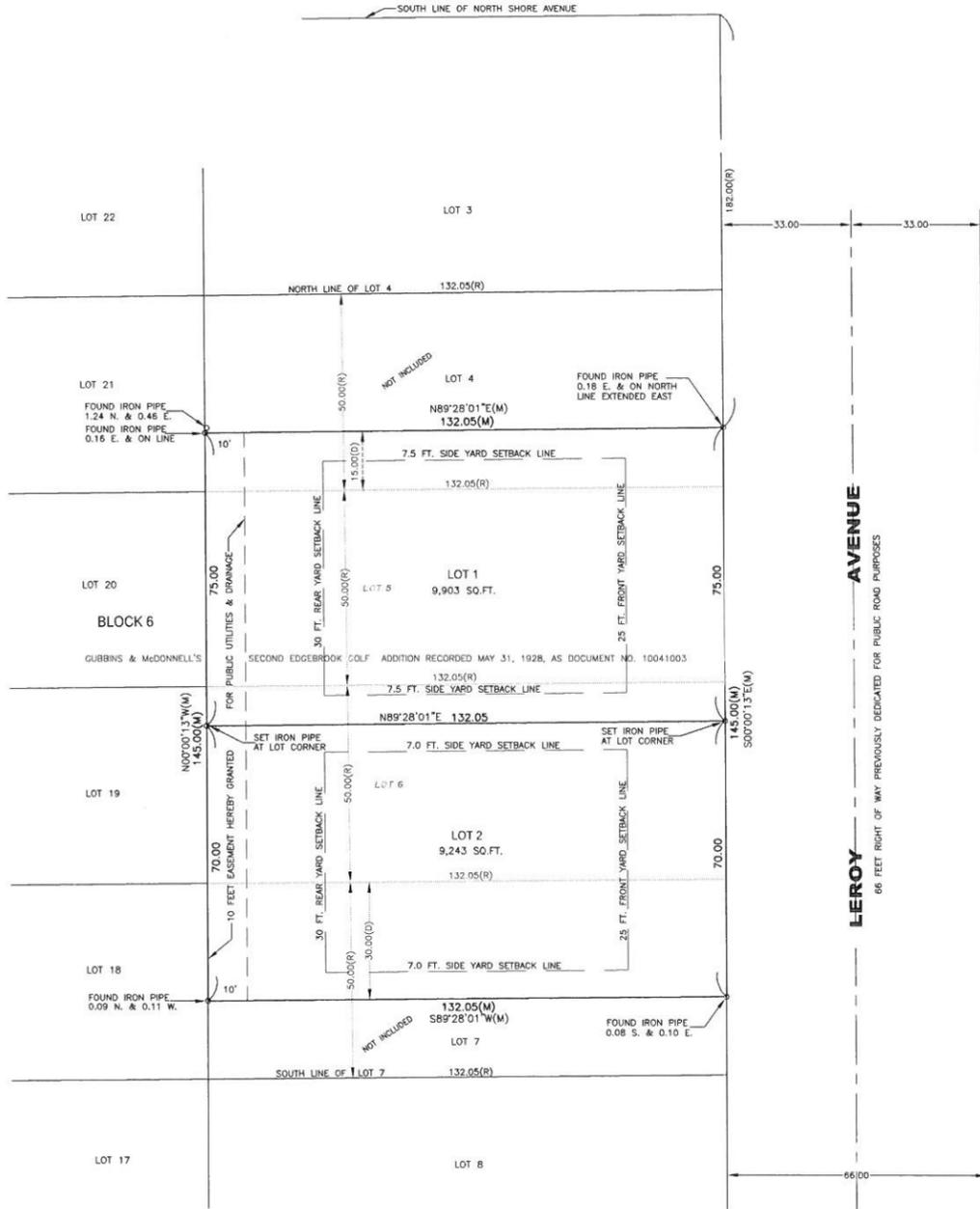
**EXHIBIT A**

**PLAT**

Exhibit A-1

# M. & E. SUBDIVISION

BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF LINCOLNWOOD, IN COOK COUNTY, ILLINOIS.



SCALE: 1 INCH = 20 FEET

PLAT SUBMITTAL CERTIFICATE  
I, Thomas R. Krohn, an Illinois Professional Land Surveyor No. 3000, do hereby designate and authorize the Village of Lincolnwood to record this Subdivision with the County of Cook, Illinois and provide this surveyor a recorded copy of same.  
Dated this 25th day of April, A.D. 2018.

Illinois Professional Land Surveyor No. 3000

This plat submitted for recording by:  
Name: Village of Lincolnwood  
Address: 6900 N. Lincoln Avenue  
City: Lincolnwood  
State: Illinois Zip: 60712

PIN: 10-33-410-043-0000

TAX BILL RECIPIENT:  
MIHA MIKE SMALBERGER  
6942 N. KNOX AVENUE  
LINCOLNWOOD, IL 60712

State of Illinois }  
County of Cook } s.s.  
Approved by the Plan Commission of the Village of Lincolnwood, Illinois, at a meeting, held this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

Signed: \_\_\_\_\_  
Chairman  
Attest: \_\_\_\_\_  
Secretary

State of Illinois }  
County of Cook } s.s.  
Approved by the Village President and the Board of Trustees of the Village of Lincolnwood, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.  
Attest: \_\_\_\_\_ Village Clerk By: \_\_\_\_\_ Village President

State of Illinois }  
County of Cook } s.s.  
I, Village Clerk for the Village of Lincolnwood, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have been apportioned against the tract of land in the annexed Plat.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

\_\_\_\_\_  
Village Clerk  
Village of Lincolnwood

State of Illinois }  
County of Cook } s.s.  
I, \_\_\_\_\_ Village Engineer, do hereby certify that I have reviewed the plat hereon drawn and that it conforms to the requirements of the Subdivision Ordinance of the Village of Lincolnwood, Illinois.  
Attested to this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

\_\_\_\_\_  
Village Engineer

**DRAINAGE CERTIFICATION**  
I hereby that to the best of my knowledge and belief, the drainage of surface waters will not be changed by the construction of such subdivision or any part thereof, or, that if such surface water drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public area, or drains which the subdivider has a right to use and that such surface waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the subdivision.

\_\_\_\_\_  
Owner or Authorized Attorney  
\_\_\_\_\_  
Illinois Licensed Professional Engineer

**EASEMENT PROVISIONS**  
An easement for serving this subdivision and other property with electric, communication and television service is hereby reserved for and granted to:

COMMONWEALTH EDISON COMPANY  
CABLE TELEVISION  
AMERITECH, Grantees

their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with underground transmission and distribution of electricity and sounds and signals in, under, across, along and upon the surface of the property shown within the dashed lines on the plat and marked "Easement", and the property designated on the plat for streets, together with the right to install required service connections under the surface of each lot to serve improvements thereon, the right to cut, trim or remove trees, bushes, roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for any such purposes. Obstructions shall not be placed over grantees' facilities or in, upon, or over the property within the dashed lines marked "Easement" without the prior written consent of grantees. After the installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

An easement is hereby reserved for and granted to the:

NORTH SHORE GAS COMPANY

its successors and assigns, to install, construct, operate, maintain, inspect, repair, renew, replace and remove pipelines, gas mains and service pipes, together with the necessary valves, valve boxes, regulators and other attachments, connections and fixtures for transmitting and distributing gas to properties within and without the subdivision, upon, under, across and within all roads, streets, common areas (if any) within the subdivision, provided however, that such facilities, equipment and appurtenances, when installed, will not interfere with the movement of traffic upon such roads, streets or common areas.

An Easement is hereby reserved and granted to the Village of Lincolnwood, Illinois, and their respective successors and assigns for the installation, maintenance, relocation, renewal and removal of manholes, vaults, electrical conduits, cables, wires, pedestals, transformers, sanitary sewer, storm sewer and water lines and appurtenances and all other equipment and appurtenances necessary for the purpose of providing the subdivision and adjacent property with street lighting, sanitary sewer, storm sewer and water lines over, under and upon said areas as shown on this plat.

State of Illinois }  
County of Cook } s.s.

MIHA MIKE SMALBERGER  
do hereby certify that he is the owner of the property described in the above caption and that as owner has caused the said property to be surveyed, subdivided, staked and plotted as shown hereon for the purpose of having this plat recorded as provided by law.

In witness whereof, he has hereunto set his hand and seals this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_.

By: \_\_\_\_\_  
Owner's Signature

State of Illinois }  
County of Cook } s.s.

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner appeared before me this day in person and acknowledged that he signed and delivered this plat as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_ at \_\_\_\_\_, Illinois.

My commission expires \_\_\_\_\_ Notary Public

**School District Certificate**

This is to certify that I \_\_\_\_\_ as owner of the property described as the M. & E. Subdivision and legally described on the plat of the same name, have determined to the best of my knowledge the school district in which each of the following lots lies.

Owner's Signature

LOT NUMBERS 1 & 2 SCHOOL DISTRICTS  
ELEMENTARY HIGH SCHOOL

State of Illinois }  
County of Cook } s.s.

I, \_\_\_\_\_, a Notary Public, do hereby certify that \_\_\_\_\_ owner of the property commonly known as M. & E. Subdivision, appeared before me this day in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_ at \_\_\_\_\_, Illinois.

My commission expires \_\_\_\_\_ Notary Public

State of Illinois }  
County of Cook } s.s.

I, Thomas R. Krohn, an Illinois Professional Land Surveyor, do hereby certify that I surveyed and subdivided the above described property, in accordance with the laws and usages of the State of Illinois and with the ordinance of Cook County, for the proposed subdivision of the following described property to wit:

THE SOUTH 15 FEET OF LOT 4, ALL OF LOT 5, ALL OF LOT 6, AND THE NORTH 30 FEET OF LOT 7 IN BLOCK 6 IN GUBBINS AND McDONNELL'S SECOND EDGEBROOK GOLF ADDITION OF LOT 7, LOT 8 AND PART OF LOT 9 IN THE COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1928 AS DOCUMENT 10041003, BOOK 259 OF PLATS, PAGE 27, IN COOK COUNTY, ILLINOIS.

All dimension are in feet and decimal parts thereof.

I further certify that the property shown hereon is not situated in a special flood hazard area, identified as unshaded Zone "X" (outside the 500-year flood plain) by The Federal Emergency Management Agency, as per The Flood Insurance Rate Map, Village of Lincolnwood Community Number 171001, Map Number 17031C0244-J, Effective Date 08/19/2008.

I further certify that the property shown hereon is situated within the corporate limits of the Village of Lincolnwood, Illinois.

Dated in Glenview, Illinois, this 25th day of April A.D., 2018.

By: \_\_\_\_\_  
I.P.L.S. No. 3000

**GEODETIC SURVEY, LTD.**  
PROFESSIONAL DESIGN FIRM NO. 184-003942  
200 WAUKEGAN ROAD, GLENVIEW IL 60025  
TEL. (847) 904-7690; FAX (847) 904-7691

REVISIONS	DATE	
PER VILLAGE COMMENTS	05/15/2018	

FILE NO. 18-086-S  
DATE: 04/25/2018



**Case # PC-08-18**

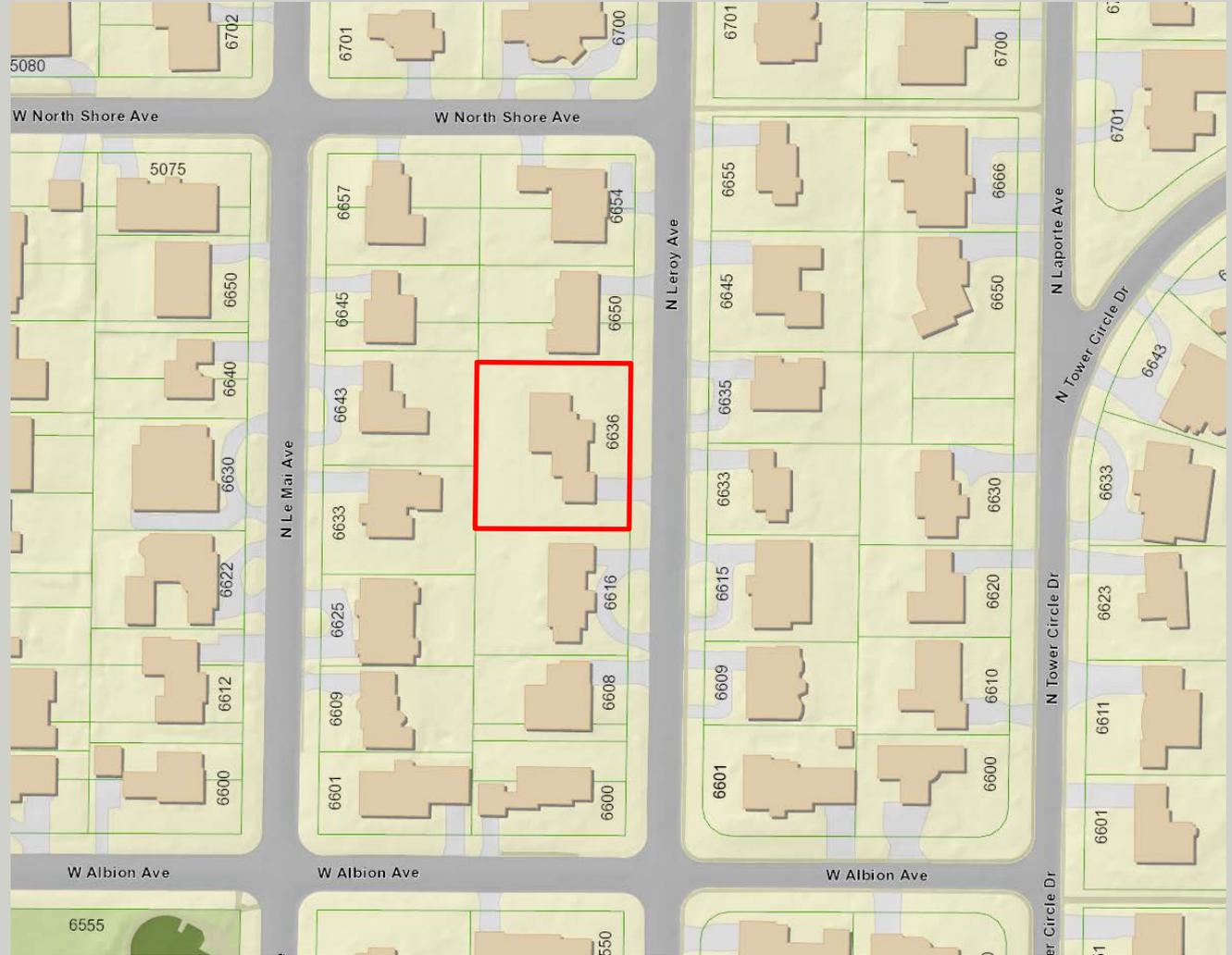
**Final Plat of Subdivision**

**6636 North Leroy Avenue**

# Subject Property

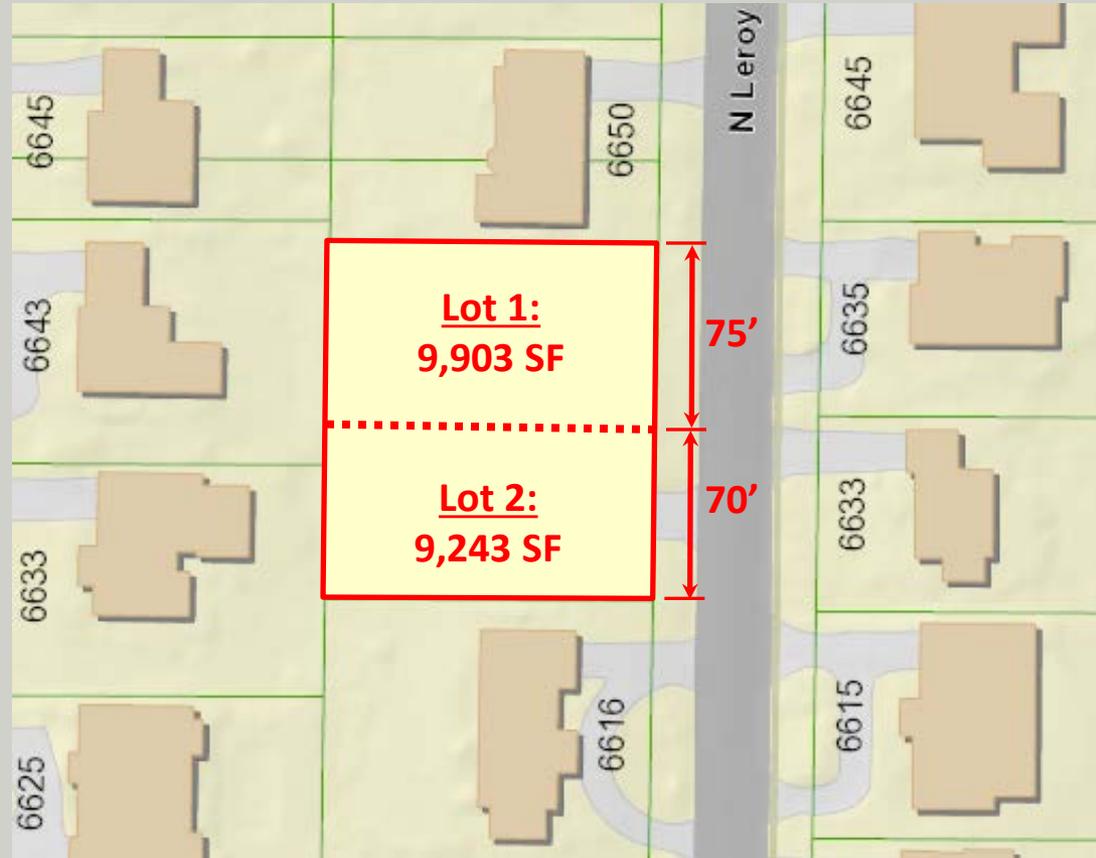
## Property Information:

- R-1 Res. Zoning District
- 19,147 SF (.44 acres)
- One single-family home



# Proposed Subdivision

- Subdivide the lot into two new parcels
  - 9,903 SF (north)
  - 9,243 SF (south)
- Minimum lot size in R-1: 9,000 SF
- Requires Minor Subdivision approval



# Plan Commission Hearing

- Public Hearing began on June 6 (continued to July 5 and July 10)
- Plan Commission recommended approval by a 5-2 vote a
  - One Commissioner felt the request should be considered a Major Subdivision and require a development agreement
  - One Commissioner felt that compliance with all Subdivision standards had not been demonstrated
- Village Board directed the drafting of a Resolution approving the Subdivision by a 3-1 vote
  - One Trustee felt inadequate information had been provided to demonstrate that adverse impacts would not result, and that the design of the homes would meet the Plan Commission's condition of approval

# Requested Action

- *Approval of Resolution approving a Final Plat of Subdivision for 6636 North Leroy Avenue*