

**AGENDA FOR THE BOARD OF TRUSTEES**  
**Monday, June 20, 2016, 7:30 P.M.**

Call to Order  
Roll Call  
Pledge of Allegiance  
Minutes of Previous Meeting  
Bills and Payroll  
Public Comment

**REPORTS**

- 16-61 Report of Staff re: Right-in-Right-out Curb Cut for Access to the Lindeman Lot (Between AT&T Building and Fleet Feet) from Deerfield Road
- 16-64 Report of Staff re: Amending Chapter 3, Alcoholic Beverages, of the Municipal Code to Create a Class O License Classification to Allow Beer and Wine in its Original Package at Automobile Convenience Food Shop and Issuance of One Class O License

**CONSENT AGENDA**

**OLD BUSINESS**

- 16-41-2 Ordinance Authorizing a Fence Height Modification at 705 Indian Hill Road for a Fence 10 Feet in Height Instead of the Permitted Maximum Height of 7 Feet – 2R
- 16-62-1 Authorization to Execute an Agreement with the U.S. Census Bureau to Conduct a Partial Special Census (AML/Woodview)

**NEW BUSINESS**

- 16-69 Resolution Supporting the Deerfield 9-1-1 Center's Waiver from Consolidation Mandate of Public Act 99-0006
- 16-66 Appeal of the Appearance Review Commission's Decisions to Deny Three Building Elements and Request for an Additional Landscape Island for Portillo's, 700 Lake Cook Road
- 16-65 Resolution Approving Lease of Village Property at 1219 Carlisle Place
- 16-67 Authorization to Approve Bio-Solids Removal Contract
- 16-68 Authorization to Purchase a Police Vehicle

Items for discussion by Mayor and Board of Trustees  
Reports of the Village Manager  
Adjournment

June 6, 2016

The regular meeting of the Board of Trustees of the Village of Deerfield was called to order by Mayor Harriet Rosenthal in the Council Chambers of the Village Hall on June 6, 2016, at 7:30 p.m. The clerk called the roll and announced that the following were:

Present: Harriet Rosenthal, Mayor  
Thomas Jester  
William Seiden  
Dan Shapiro

Absent: Alan Farkas  
Robert Nadler  
Barbara Struthers

and that a quorum was present and in attendance. Also present were Kent Street, Village Manager and Village Attorney Peter Coblentz.

PLEDGE OF ALLEGIANCE

Members of the Model UN Team from the Rochelle Zell Jewish High School led those in attendance in reciting the Pledge of Allegiance. Mayor Rosenthal noted this is the second year in a row that the Model UN Team has been honored. They are number one in the country. The students introduced themselves and spoke about their roles.

FARMER'S MARKET 2016 POSTER CONTEST WINNER

Farmer's Market Manager Joan Reed presented the Village with a framed poster from Evan Hoffmann, the 2016 Farmer's Market Poster Contest winner. Ms. Reed noted this is the sixth year for the poster contest. Mr. Hoffmann's inspiration was to create a beautiful apple tree and silhouette. Graphics instructor Mike Moore indicated the contest is open to advanced graphics students.

Ms. Reed reported the Farmer's Market starts on June 18, 2016. There will be five new vendors this year. The police and fire department slider competition will be July 30, 2016, Grillfest will be August 20, 2016, and the annual Harvest Fest will be held on September 24.

REPORT OF DEPARTMENTAL OBJECTIVES – COMMUNITY DEVELOPMENT DEPARTMENT

Principal Planner Jeff Ryckaert presented highlights from the Planning Division six-month report. The Planning Division will review Text Amendments to the C-1 District. This review will look at new uses that can be added to the District, uses that may be added to the permitted use listing, and the first floor retail use Text Amendments. Once the Plan Commission completes their review, the property owners will be notified of a Public Hearing. Mr. Ryckaert hopes this will assist in streamlining the approval process. Mr. Ryckaert noted the Plan Commission packets are now being delivered on iPads. This saves the Village printing and paper costs.

The Village Center Commission is working on a Village brochure to promote the Village to businesses. Once the brochure is completed, it will be distributed throughout the Village as well as available electronically.

The Appearance Review Commission has met ten times over the past six months. They added meetings in order to complete revisions to the Appearance Code. These revisions will make the Code more user-friendly and includes images and exhibits. Mr. Ryckaert commended Ms. Spagnoli on her work on the Code revisions. The Appearance Review Commission also reviewed 14 petitions.

The Cemetery Commission met in May and were happy with the cemetery maintenance.

Code Enforcement Supervisor Clint Case presented highlights from the Building Division Report. Mr. Case indicated they are processing more permits and doing so in a shorter time. Staff is working on maintaining their certifications. When things slow down, they will work on updating certain sections of the Municipal Code. They are working on streamlining their inspections.

MINUTES OF PREVIOUS MEETING

Trustee Seiden moved to approve the minutes from the May 16, 2016, Board of Trustees meeting.

Trustee Jester seconded the motion. The motion passed unanimously on a voice vote.

TREASURER'S REPORT

Finance Director Eric Burk presented highlights from the April Treasurer's Report representing one third of the year. The non-Home Rule sales tax increased over both last year and the year prior. Water and sewer building increased over last year. Hotel taxes remained flat. State income tax decreased this month, but is up year to date. Building permit revenue did well in April. The E 9-1-1 money was not received during April. The large expenditures were engineering and construction costs for various projects. There were also three payrolls in April. There will be some seasonal expenditures in the coming months, but nothing unexpected.

BILLS AND PAYROLL

Trustee Jester moved to approve the Bills and Payroll dated June 6, 2016. Trustee Seiden seconded the motion. The motion passed by the following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)

NAYS: None (0)

PUBLIC COMMENT

Jennifer Rodder, 1580 Woodvale Avenue, stated that her home is near the North Branch of the Chicago River. Last year, trucks came through and clear cut through the area. Ms. Rodder expressed concern because of the debris. Trustee Jester noted the Union Drainage District is responsible for the clearing. Director of Public Works and Engineering Barbara Little reported the good tree species were left in place, but the invasive growth was cleared. She noted they do

not plan to remove the stumps due to the risk of erosion. Mayor Rosenthal noted the Union Drainage District is their own taxing district with their own Board.

Ms. Rodder noted the staging in the easement caused the grade to change. Ms. Rodder expressed concern about mosquitos. Mayor Rosenthal noted the Mosquito Abatement District does spray for mosquitos. Mr. Street stated Deputy Director of Public Works and Engineering Bob Phillips will try to work with the Drainage District and Ms. Rodder. Mr. Phillips reported the staging area is a Village-owned easement. The Village is planning to clean up the area and have the area restored so it is able to be maintained.

Scott Fraden, 1575 Woodvale Avenue, has spoken with Mr. Phillips regarding the issue. Mr. Fraden stated the condition of the property is reprehensible for Deerfield. He is looking to get the property repaired. Mr. Fraden also stated that a former bridge structure is now more visible following the clearing work. He stated it could be considered an attractive nuisance to children, who could play on it and get hurt. Mr. Street indicated staff has looked at the structure, but it is not on Village property. The Village would have to get authority from the Drainage District as well as spend several thousand dollars on property that is not within the Village's jurisdiction. Mr. Fraden asked the Village for a commitment that the grading work will be completed in two weeks. If the work cannot be completed, he would do all the work on the property for a deed to the property. Trustee Shapiro would like a progress report at the next Board of Trustees meeting.

#### REPORTS

**REPORT AND RECOMMENDATION  
OF THE APPEARANCE REVIEW  
COMMISSION RE: UPDATE OF THE  
1986 DEERFIELD APPEARANCE  
CODE, ADOPTION OF TWO  
BOOKLETS: BUILDING AND SITE,  
AND SIGNS**

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Dick Coen, Chairman of the Appearance Review Commission, stated the Appearance Code was initially created in 1986. The Commission started updating the Code in 2011 with the intent of creating a user-friendly version complete with exhibits and images to demonstrate the standards of the Village. He noted the Appearance Review Commission uses the Appearance Code as a

guideline for their consideration of each petition. Mayor Rosenthal thinks this will greatly assist in the interpretation of the Appearance Code. This will assist with Code enforcement as well. Mr. Street believes this is a significant step forward and shows petitioners what the Village is looking for.

Trustee Jester moved to accept the report and recommendation of the Appearance Review Commission. Trustee Shapiro seconded the motion. The motion passed by the following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)  
NAYS: None (0)

Mr. Street will work with Village attorney on how to integrate this with the Village's Zoning Ordinance and Municipal Code.

REPORT OF STAFF RE: DE-  
ANNEXATION OF 780 SAUNDERS  
ROAD FROM THE VILLAGE OF  
DEERFIELD TO THE VILLAGE OF  
RIVERWOODS

Assistant Village Manager Andrew Lichterman noted the Trustees requested additional information on the sales and property tax revenues for the property. He estimates the amount to be approximately \$20,000 annually in Deerfield. The amount in Riverwoods would be less due to

different tax rates. Mr. Lichterman noted there would be minor logistical challenges if the businesses were in two municipalities.

Anil Abbott, owner of the property, stated they would work with either Village, but is surprised with the length of time it has taken. The 780 location is very tight, so they purchased the former bank property. They started the process and then heard about annexation. Upsana Abbott explained the intention to purchase the other property was to improve the overall site circulation. Trustee Shapiro indicated the acquisition of the bank property was good planning because the space was very tight. He noted the process would be the same for either Village. Mayor Rosenthal stated the Board needs to consider whether the Village wants to convey the property to Riverwoods and if so, how to do it. The Board should consider whether Deerfield should receive compensation and if so, for how long. She indicated Riverwoods would like a decision so they can move forward.

Trustee Jester suggested the property owner review staff's memorandum. He believes the petitioner will find benefits working with one entity. Mayor Rosenthal believes this has a greater impact on the Riverwoods residents than the Deerfield residents, as they live closer to the site.

Trustee Shapiro believes the Village should consider the de-annexation and consider terms for an agreement. Mayor Rosenthal stated the Board needs to determine what would be a fair request. Mayor Rosenthal thinks the Village should consider a property tax percentage. If the Village keeps the property, the property taxes are between \$2,000 and \$4,000 per year. The sales tax is vague, as there is currently nothing on the property. Trustee Jester noted staff created a table estimating the sales tax. Trustee Shapiro suggested the amount paid to Deerfield could be contingent on a percentage of sales tax. Mayor Rosenthal would prefer to negotiate on the property tax as it is more known rather than bet on the future.

Trustee Jester suggested a flat fee of \$5,000 for 20 years. Trustee Jester would rather have a round number for a specified number of years. Trustee Shapiro noted there may be \$0 in sales for a number of years. Mr. Street suggested a 50 percent share of all revenues for a given period conditioned on development of the presented site plan. This would allow the Abbotts to build a property that is consistent with what is appropriate for the area.

Trustee Shapiro likes Mr. Street's idea as it would give the Village some control of the development. The footprint of the restaurant would be the same and the traffic flow would be better. Trustee Seiden believes the Village should receive 50 percent of both property and sales tax, which needs to be verified, over a specific time period. Mayor Rosenthal noted these are our

neighbors, the Village wants to be fair, and Riverwoods would then have to service the property. She suggested drawing up a document that is presented to Riverwoods and have them react.

Mr. Street will contact Riverwoods and let them know where the Village is headed. He will start with a 50/50 split of sales tax and property tax for 10 years.

Trustee Shapiro moved to accept the report. Trustee Seiden seconded the motion. The motion passed by the following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)

NAYS: None (0)

REPORT OF STAFF RE: RIGHT-IN RIGHT-OUT CURB CUT FOR ACCESS TO THE LINDEMANN LOT (BETWEEN AT&T BUILDING AND FLEET FEET) FROM DEERFIELD ROAD \_\_\_\_\_

Mr. Street stated the Village was presented with an opportunity to create a curb cut during the Deerfield Road Reconstruction. The consultants came back with recommendations on where the curb cut should be installed, which is immediately west of the oak tree on Deerfield Road.

One of the discussions of the Northwest Quadrant Task Force was to coordinate with the traffic signal near Deerfield Square, which would create a cut-thru. A key objective was to reduce the amount of traffic using the Jewett Park s-curve roadway. Mr. Street explained the Village is trying to take advantage of an opportunity, but noted this is not a complete site plan.

Trustee Jester noted the professional engineer stated this is the correct plan, and it is in approximately the same location that was identified in the Northwest Quadrant Plan. It would have a positive effect of reducing the flow of north-south traffic through the northwest quadrant. Trustee Seiden does not understand why the Village would do this now. Trustee Jester noted it would save aggravation by reducing road construction.

Suzan Hawkinson from Presbyterian Church questioned if there would be sufficient distance between first turn on Deerfield, the Fiorini curb cut, the first right-in, right-out and the stop light at Robert York. She thinks the right-in, right-out would impact their pick-up and drop off.

Mr. Street noted there would only be one additional turn from what is there now. Trustee Shapiro stated there would be three curb cuts in a relatively short area. He questioned whether that would create traffic issues or stacking problems.

Daniel Brinkman, of Gewalt Hamilton Associates, responded to the concerns and noted the distance between the curb cuts are sufficient due to the low volume of traffic utilizing the alley as an exit and the slow rate of speed cars will be traveling when turning from southbound Waukegan Road onto westbound Deerfield Road.

Mayor Rosenthal suggested deferring this item until the next Board meeting, when the full complement of the Village Board will be present. The item was deferred to the June 20, 2016 Village Board meeting.

This will be tabled to the next meeting

REPORT AND RECOMMENDATION  
OF STAFF RE: AGREEMENT WITH US  
CENSUS BUREAU TO CONDUCT A  
PARTIAL SPECIAL CENSUS (AMLI/  
WOODVIEW)

Village Intern Sam Barghi reported the Amlis and Woodview Apartment developments were completed in late 2015 and early 2016. He noted it would benefit the Village to document the population increase. The US Census Bureau presented a cost estimate of \$63,023 based on the

estimated population. The Village will receive anticipated revenues between \$207,967 and \$454,000 between 2017 and 2020.

Trustee Shapiro moved to accept the report and recommendation. Trustee Seiden seconded the motion. The motion passed by the following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)

NAYS: None (0)

CONSENT AGENDA

ORDINANCE O-16-10 APPROVING A  
FINAL DEVELOPMENT PLAN FOR 7  
PARKWAY NORTH CENTER AND TO  
AMEND THE PARKWAY NORTH  
CENTER SIGN PLAN TO ALLOW A  
WALL SIGN AT 7 PARKWAY NORTH  
2-R

An Ordinance approving the final development plan for 7 Parkway North Center and to amend the Parkway North Center Sign Plan to allow a wall sign at 7 Parkway North. Second Reading.

ORDINANCE O-16-11 AMENDING THE  
SHOPPER'S COURT COMMERCIAL  
PLANNED UNIT DEVELOPMENT TO  
PERMIT MAJOR RENOVATIONS TO  
THE 636 DEERFIELD ROAD BUILDING  
TO CONVERT THE BUILDING INTO A  
MULTI-TENANT BUILDING AND  
CHANGES TO THE WEST END OF THE  
VILLAGE-OWNED MUNICIPAL  
PARKING LOT – 2R

An Ordinance amending the Shopper's Court Commercial Planned Unit Development to permit major renovations to the 636 Deerfield Road building to convert the building into a multi-tenant building and changes to the west end of the Village-owned municipal parking lot. Second Reading.

Trustee Seiden moved to accept the Consent Agenda and adopt the Ordinances. Trustee Shapiro seconded the motion. The motion passed by the

following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)

NAYS: None (0)

OLD BUSINESS

ORDINANCE O-16-12 AUTHORIZING A SPECIAL USE FOR A NEW OUTDOOR PATIO FOR MENCHIE'S AT 77 WAUKEGAN ROAD, UNIT 170A IN DEERFIELD VILLAGE CENTRE An Ordinance authorizing a Special Use for a new outdoor patio for Menchie's located at 77 Waukegan Road, Unit 170A, in Deerfield Village Centre.

Mayor Rosenthal indicated the Village did not receive any comments on this request and the petitioners requested a waiver of the First Reading of the Ordinance.

Trustee Seiden moved to waive the First Reading of the Ordinance. Trustee Shapiro seconded the motion. The motion passed by the following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)

NAYS: None (0)

Trustee Shapiro moved to adopt the Ordinance. Trustee Seiden seconded the motion. The motion passed by the following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)

NAYS: None (0)

ORDINANCE O-16-02 AUTHORIZING A SPECIAL USE FOR A PORTILLO'S RESTAURANT WITH DRIVE-THRU AT 700 LAKE COOK ROAD (FORMER ON THE BORDER RESTAURANT) An Ordinance authorizing a Special Use for a Portillo's Restaurant with drive-thru to be located at 700 Lake Cook Road, in the former On The Border restaurant space. Mayor Rosenthal indicated the Village did not receive any comments and the petitioner requested a waiver of the First

Reading.

Trustee Shapiro moved to waive the First Reading of the Ordinance. Trustee Seiden seconded the motion. The motion passed by the following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)

NAYS: None (0)

Trustee Seiden moved to adopt the Ordinance. Trustee Jester seconded the motion. The motion passed by the following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)

NAYS: None (0)

NEW BUSINESS

RESOLUTION 4-16-07 AUTHORIZING AN ECONOMIC INCENTIVE AGREEMENT BETWEEN THE VILLAGE OF DEERFIELD AND PORTILLO'S RESTAURANT Mr. Lichterman reported Mayor Rosenthal and staff have met with representatives from Portillo's and InSite to discuss the extraordinary costs associated with site development. Portillo's has agreed to move forward with the restaurant should the Village agree to an Economic Investment Incentive to offset a portion of the extraordinary costs of the project. Portillo's has clearly stated that absent an incentive from the Village, the operation of a Portillo's restaurant will not be economically feasible at this site.

Trustee Shapiro noted the Village's maximum exposure would be \$240,000 over five years. Mr. Lichterman noted that Portillo's will receive no upfront payments, rather a portion of the sales tax receipts will be shared. Dan Uebelhor, Project Manager with InSite Real Estate stated they are working with Mr. Case to begin demolition and site work. He indicated they would like to open in November.

Trustee Seiden moved to adopt the Resolution. Trustee Shapiro seconded the motion. The motion passed by the following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)  
NAYS: None (0)

AUTHORIZATION TO APPROVE THE REPLACEMENT OF THE PUBLIC WORKS DEPARTMENT'S BUILDING ROOF Justin Keenan reported a portion of the roof on the Public Works building needs to be replaced. The Park District also uses this portion of the building and will split a proportionate amount of the cost. The lowest proposal came in \$5,000 over budget. The Village and Park District will split this amount. The Village's total responsibility will be \$53,000.

Trustee Jester moved to waive the competitive bidding and accept the proposal from Waukegan Roofing in an amount not to exceed \$75,000. Trustee Shapiro seconded the motion. The motion passed by the following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)  
NAYS: None (0)

AUTHORIZATION TO APPROVE THE REPAIR OF THE PUBLIC WORKS GARAGE CARBON MONOXIDE Mr. Keenan reported the main control panel of the existing Public Works garage carbon monoxide system is outdated and does not work. The Village

SYSTEM received two proposals.

Trustee Jester moved to waive the competitive bidding process and authorize the repair of the Public Works garage carbon monoxide system in an amount not to exceed \$23,916. Trustee Shapiro seconded the motion. The motion passed by the following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)  
NAYS: None (0)

AUTHORIZATION TO PURCHASE A NEW 2016 ¾ TON WHEEL TRUCK WITH 8-FOOT SERVICE BODY AND PLOW Mr. Keenan reported the Village received and opened three sealed bids on May 19, 2016. The lowest net qualified bid was \$23,755.46. The Village budgeted \$37,500 in the VERF fund.

Trustee Jester moved to authorize the purchase of a new 2016 three-quarter ton wheel truck with 8-foot service body and plow = in an amount not to exceed \$23,755.46, including trade-in. Trustee Shapiro seconded the motion. The motion passed by the following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)  
NAYS: None (0)

AUTHORIZATION TO PURCHASE A NEW 2016 ¾ TON TRUCK WITH 8-FOOT SERVICE BODY, REAR LIFT GATE AND PLOW Mr. Keenan reported the Village received and opened three sealed bids on May 19, 2016. The lowest net qualified bid was \$26,596.46. The Village budgeted \$37,500 in the VERF fund.

Trustee Shapiro moved to authorize the purchase of a new 2016 three-quarter ton truck with 8-foot service body, rear lift gate and in an amount not to exceed \$26,596.46 including trade-in. Trustee Jester seconded the motion. The motion passed by the following vote:

AYES: Jester, Rosenthal, Seiden, Shapiro (4)  
NAYS: None (0)

### DISCUSSION

RIBBON CUTTING Mayor Rosenthal attended the naming and ribbon cutting of the Rochelle Zell Jewish High School. It is a great facility that can accommodate 800 people.

CHAMBER LUNCHEON Mayor Rosenthal reported three Deerfield High School students received scholarships from Takeda Pharmaceuticals and DBR Chamber of Commerce.

FINE ARTS FESTIVAL Mayor Rosenthal noted the Fine Arts Festival was

very successful last weekend.

SENATOR KIRK MEETING

Mayor Rosenthal and Mr. Street met with a member of Senator Mark Kirk's staff to discuss the Village's

concerns.

ADJOURNMENT

There being no further business or discussion, Trustee Shapiro made a motion to adjourn the

meeting. Trustee Jester seconded the motion. The motion passed unanimously. The meeting was adjourned at 9:55 pm.

APPROVED:

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Mayor

ATTEST:

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Village Clerk

**BILLS FOR THE  
JUNE 20, 2016  
VILLAGE BOARD MEETING**

Vendor	Invoice #	Description	Org	Obj	Total Invoice
1ST AYD CORPORATION	PSI43200	TRUCK WASH/TOWELS/PAINT	502050	5421	563.59
1ST AYD CORPORATION	PSI44118	HYDRANT STEM	502050	5421	<u>608.65</u>
					1,172.24
303 TAXI, L.L.C.	32111	TAXI SUBSIDY PROGRAM	101210	5384	2,305.00
ABC HUMANE WILDLIFE CONTROL	178922	BEE REMOVAL - TRAIN STATION	102038	5320	250.00
ABT ELECTRONICS	0609601ETGP	FORENSICS COMPUTER	910000	2446	2,915.00
ADDISON ALL SPORTS COMPANY INC	07042016	FAMILY DAYS RIDES	101210	5386	5,500.00
ADVANCED TREECARE	1031-9780i	PARKWAY TREE & STUMP REMOVAL	102037	5365	150.00
ADVANCED TREECARE	1031-9781i	PARKWAY TREE & STUMP REMOVAL	102037	5365	240.00
ADVANCED TREECARE	1031-9782i	PARKWAY TREE & STUMP REMOVAL	102037	5365	9,322.00
ADVANCED TREECARE	1031-9783i	PARKWAY TREE & STUMP REMOVAL	102037	5365	190.00
ADVANCED TREECARE	1031-9807i	PARKWAY TREE & STUMP REMOVAL	102037	5365	590.00
ADVANCED TREECARE	1031-9808i	PARKWAY TREE & STUMP REMOVAL	102037	5365	<u>1,190.00</u>
					11,682.00
AMERICAN CHARGE SERVICE	98525	TAXI SUBSIDY PROGRAM	101210	5384	1,115.00
AMERICAN MOBILE STAGING INC	07042016	FAMILY DAYS STAGE	101210	5386	975.00
ARAMARK REFRESHMENT SERVICES	495660	COFFEE - PW/ENG	102010	5450	60.49
ARAMARK REFRESHMENT SERVICES	495660	COFFEE - PW/ENG	102110	5450	60.49
ARAMARK REFRESHMENT SERVICES	495660	COFFEE - PW/ENG	502010	5450	60.49
ARAMARK REFRESHMENT SERVICES	495660	COFFEE - PW/ENG	542010	5450	<u>60.49</u>
					241.96
BANNERVILLE USA	21564	FARMERS MARKET BANNER	101210	5387	190.00
BMW PLUMBING, INC.	535540/55722	1516 WINCANTON - DEPOSIT REFUND	910000	2423	500.00
BRENDAN'S TOOLS INC	05311622201	SMALL TOOLS	702050	5440	281.80
BRIAN WISMER ENTERTAINMENT	07042016	FAMILY DAYS PARADE	101210	5386	500.00
BRICKMAN, RANDY	541800/56114	1526 HACKBERRY - DEPOSIT REFUND	910000	2423	200.00
BROMBERG, ALAN	541805/56091	1139 GORDON TERR - DEPOSIT REFUND	910000	2423	200.00
CACHOLA, OLIVER	052016	TRAVEL REIMB	106034	5211	551.32
CALL ONE	1119314-061516	HARDLINE TELECOM - JUN 16	101111	5540	152.38
CALL ONE	1119314-061516	HARDLINE TELECOM - JUN 16	101330	5540	76.87
CALL ONE	1119314-061516	HARDLINE TELECOM - JUN 16	102010	5540	112.94
CALL ONE	1119314-061516	HARDLINE TELECOM - JUN 16	102110	5540	112.94
CALL ONE	1119314-061516	HARDLINE TELECOM - JUN 16	106010	5550	302.80
CALL ONE	1119314-061516	HARDLINE TELECOM - JUN 16	502010	5540	305.91
CALL ONE	1119314-061516	HARDLINE TELECOM - JUN 16	542010	5540	38.09
CALL ONE	1119314-061516	HARDLINE TELECOM - JUN 16	542052	5540	184.81
CALL ONE	1119314-061516	HARDLINE TELECOM - JUN 16	602019	5550	38.72
CALL ONE	1119314-061516	HARDLINE TELECOM - JUN 16	702050	5540	35.74
CALL ONE	1119314-061516	HARDLINE TELECOM - JUN 16	930000	2150	<u>1,872.50</u>
					3,233.70
CHAIN O' LAKES MODEL A CLUB	07042016	FAMILY DAYS PARADE	101210	5386	300.00
CHRISTOPHER B. BURKE ENGINEERING LTD	129324	ESTATE DR/DEER LK RD RECON/PH I/050116-052816	222082	5362	18,902.43
CINTAS	022318693	CLOTHING - SEWER DEPT	542010	5130	1,449.28
CINTAS	022318695	CLOTHING - GARAGE/WRF	542052	5130	1,665.08
CINTAS	022318695	CLOTHING - GARAGE/WRF	702050	5130	910.76
CINTAS	022318697	CLOTHING - SLOAN	542052	5130	44.98
CINTAS	022321757	MATS - VH	101111	5320	64.45
CINTAS	022321758	MATS - PW/ENG/TRN STN	102010	5320	50.77
CINTAS	022321758	MATS - PW/ENG/TRN STN	102038	5320	50.77
CINTAS	022321758	MATS - PW/ENG/TRN STN	502010	5320	50.77
CINTAS	022321758	MATS - PW/ENG/TRN STN	542010	5320	50.77
CINTAS	022321760	MATS - WRF	542052	5320	89.55
CINTAS	022324800	MATS - VH	101111	5320	<u>64.45</u>
					4,491.63
CIRCESTEEM	07042016	FAMILY DAYS PARADE	101210	5386	2,500.00
CITY OF HIGHLAND PARK	009155-053116	WATER PURCHASES - MAY 16	502031	5423	135,569.99
CITY OF HIGHLAND PARK	009530-053116	WATER PURCHASES - MAY 16	502031	5423	5,855.65
CITY OF HIGHLAND PARK	020587-053116	WATER PURCHASES - MAY 16	502031	5423	<u>34,401.25</u>
					175,826.89
COLLEGE OF DUPAGE	7064	TRAINING: MULTIPLE SESSIONS	106033	5212	149.00
COLLEGE OF DUPAGE	7064	TRAINING: MULTIPLE SESSIONS	106034	5212	<u>274.00</u>
					423.00
COLTS DRUM AND BUGLE CORPS	07042016	FAMILY DAYS PARADE	101210	5386	2,100.00

Vendor	Invoice #	Description	Org	Obj	Total Invoice
COMCAST CABLE	0010692-060516	CABLE TV SERVICE: 06/16/2016 - 07/15/2016	101210	5540	6.35
COMCAST CABLE	0010692-060516	CABLE TV SERVICE: 06/16/2016 - 07/15/2016	106010	5550	6.36
COMCAST CABLE	43610945	VOICE TRUNK SERVICES - JUN 16	101111	5540	172.28
COMCAST CABLE	43610945	VOICE TRUNK SERVICES - JUN 16	101210	5540	172.29
COMCAST CABLE	43610945	VOICE TRUNK SERVICES - JUN 16	101330	5540	172.28
COMCAST CABLE	43610945	VOICE TRUNK SERVICES - JUN 16	102010	5540	34.47
COMCAST CABLE	43610945	VOICE TRUNK SERVICES - JUN 16	102110	5540	86.15
COMCAST CABLE	43610945	VOICE TRUNK SERVICES - JUN 16	106010	5550	172.29
COMCAST CABLE	43610945	VOICE TRUNK SERVICES - JUN 16	502010	5540	25.84
COMCAST CABLE	43610945	VOICE TRUNK SERVICES - JUN 16	542052	5540	25.84
COMCAST CABLE	43626324	FIBER INTERNET SERVICES - JUN 16	101111	5540	446.04
COMCAST CABLE	43626324	FIBER INTERNET SERVICES - JUN 16	101210	5540	446.04
COMCAST CABLE	43626324	FIBER INTERNET SERVICES - JUN 16	101330	5540	446.04
COMCAST CABLE	43626324	FIBER INTERNET SERVICES - JUN 16	102010	5540	111.51
COMCAST CABLE	43626324	FIBER INTERNET SERVICES - JUN 16	102110	5540	111.51
COMCAST CABLE	43626324	FIBER INTERNET SERVICES - JUN 16	106010	5550	446.04
COMCAST CABLE	43626324	FIBER INTERNET SERVICES - JUN 16	502010	5540	111.51
COMCAST CABLE	43626324	FIBER INTERNET SERVICES - JUN 16	542052	5540	111.51
					<u>3,104.35</u>
COMED	0039019040 - 042716	A/C 0039019040 03/25/16 TO 04/22/16	102050	5510	161.34
COMED	0210000007 - 042516	A/C 0210000007 03/25/16 TO 04/25/16	542052	5510	30.95
COMED	0233100028 - 050416	A/C 0233100028 04/05/16 TO 05/04/16	102050	5510	1,172.68
COMED	0297076067 - 042516	A/C 0297076067 03/28/16 TO 04/25/16	542052	5510	124.89
COMED	0507100076 - 042716	A/C 0507100076 03/28/16 TO 04/27/16	542052	5510	150.00
COMED	0603118092 - 042716	A/C 0603118092 03/28/16 TO 04/26/16	542052	5510	30.82
COMED	0744127017 - 042516	A/C 0744127017 03/24/16 TO 04/25/16	542052	5510	38.31
COMED	1398050042 - 050216	A/C 1398050042 03/24/16 TO 04/25/16	102010	5510	110.07
COMED	1398050042 - 050216	A/C 1398050042 03/24/16 TO 04/25/16	106010	5388	130.17
COMED	1398050042 - 050216	A/C 1398050042 03/24/16 TO 04/25/16	602019	5510	136.68
COMED	1398050042 - 050216	A/C 1398050042 03/24/16 TO 04/25/16	602038	5510	187.93
COMED	1695047076 - 050416	A/C 1695047076 04/05/16 TO 05/04/16	102050	5510	144.54
COMED	2763162001 - 042616	A/C 2763162001 03/24/16 TO 04/26/16	502031	5510	150.20
					<u>2,568.58</u>
CONTINENTAL WEATHER SERVICE	15337	WEATHER FORECASTING - JUN 16	102010	5365	37.50
CONTINENTAL WEATHER SERVICE	15337	WEATHER FORECASTING - JUN 16	502010	5365	37.50
CONTINENTAL WEATHER SERVICE	15337	WEATHER FORECASTING - JUN 16	542010	5365	37.50
CONTINENTAL WEATHER SERVICE	15337	WEATHER FORECASTING - JUN 16	542052	5365	37.50
					<u>150.00</u>
CPS COMPANIES / CHICAGO PARTS & SOUND LLC	762568	STOCK WIPERS	702050	5470	238.52
CRAFTWOOD LUMBER CO.	216583	MAINTENANCE SUPPLIES	102038	5320	30.56
CRAFTWOOD LUMBER CO.	216879	OPERATING SUPPLIES	101210	5460	13.82
CRAFTWOOD LUMBER CO.	216879	OPERATING SUPPLIES	101330	5460	13.82
CRAFTWOOD LUMBER CO.	216879	OPERATING SUPPLIES	106010	5460	11.85
CRAFTWOOD LUMBER CO.	217099	SUPPLIES	102050	5421	10.99
CRAFTWOOD LUMBER CO.	374350	PANIC BAR	102038	5320	2,508.00
					<u>2,589.04</u>
CROSSBOW WATER AND CROSSLINK MFG	2190918	DEIONIZED WATER SYSTEM SERVICE	542052	5460	130.61
DANLEY'S GARAGE WORLD	518746/55505	676 PINE - DEPOSIT REFUND	910000	2423	200.00
DAVE IVAZ MUSIC/RAGTIME RAMBLERS	07042016	FAMILY DAYS PARADE	101210	5386	650.00
DAVE'S NORTH SHORE TOWING INC	2284	TOWED VEHICLE	106034	5326	185.00
DEERFIELD PUBLIC SCHOOLS DIST 109	07042016	FAMILY DAYS - ROTARY RACE / WALDEN RENTAL FEE	101210	5386	225.00
DOONAREE BAGPIPE BAND	07042016	FAMILY DAYS PARADE	101210	5386	1,000.00
DROP ZONE PORTABLE SERVICES, INC	A-54396	FINE ARTS FESTIVAL PORTABLE TOILETS	101210	5387	540.00
DYNEGY ENERGY SERVICES	147136816041	A/C 0195097137 03/25/16 TO 04/25/16	502031	5510	2,684.80
DYNEGY ENERGY SERVICES	147136916041	A/C 0411051084 03/25/16 TO 04/24/16	542052	5510	1,956.62
DYNEGY ENERGY SERVICES	147137016041	A/C 0465035072 03/28/16 TO 04/25/16	502031	5510	493.68
DYNEGY ENERGY SERVICES	147137116041	A/C 0606055010 03/29/16 TO 04/24/16	502031	5510	1,774.88
DYNEGY ENERGY SERVICES	147137216041	A/C 0822171022 03/25/16 TO 04/24/16	542052	5510	1,558.66
DYNEGY ENERGY SERVICES	147137316041	A/C 0927104050 03/23/16 TO 04/20/16	542052	5510	1,659.42
DYNEGY ENERGY SERVICES	147137416041	A/C 3547124017 03/23/16 TO 04/20/16	542052	5510	16,916.39
					<u>27,044.45</u>
ELEVATOR INSPECTION SERVICES COMPANY INC	60556	ELEVATOR INSPECTIONS	101330	5365	160.00
ELITE STRIDERS POSITIVE YOUTH ORGANIZATION	07042016	FAMILY DAYS PARADE	101210	5386	1,400.00
ENERGY PRODUCTIONS	07042016	FAMILY DAYS DJ	101210	5386	600.00
ENTRE SOLUTIONS II	2016-1102	ESRN EQUIPMENT	930000	2155	1,947.27
ENVIRONMENTAL SYSTEMS RESEARCH INST, INC	93140829	ESRI SUPPORT/MAINTENANCE: 082816 - 082717	102110	5375	4,400.00
EX-STINK PLUMBING & SEWER	497559/54590	436 WILLOW - DEPOSIT REFUND	910000	2423	500.00
EX-STINK PLUMBING & SEWER	511176/55256	1035 SUMMIT - DEPOSIT REFUND	910000	2423	500.00
					<u>1,000.00</u>
FAMILY SERVICE OF LAKE COUNTY	06102016-MAY16	EAP - MAY 16	101111	5365	150.00
FERGUSON WATERWORKS	0191875-1	METER COUPLINGS	502050	5421	733.30
FGK SERVICES INC	0616-10	TRAIN STATION CLEANING - JUN 16	102038	5320	505.04

Vendor	Invoice #	Description	Org	Obj	Total Invoice
FIORE NURSERY AND LANDSCAPE SUPPLY	CM7489	CREDIT MEMO - GRASS/LAKE-COOK RD MEDIAN	102037	5421	(228.00)
FIORE NURSERY AND LANDSCAPE SUPPLY	I94270	STREETSCAPE PLANTINGS	102037	5365	4,041.00
FIORE NURSERY AND LANDSCAPE SUPPLY	I94282	GRASS - LAKE-COOK MEDIAN	102037	5421	267.75
FIORE NURSERY AND LANDSCAPE SUPPLY	I94468	STREETSCAPE PLANTINGS	102037	5365	2,582.00
FIORE NURSERY AND LANDSCAPE SUPPLY	I94717	WATER BAGS FOR TREES	102037	5421	263.40
FIORE NURSERY AND LANDSCAPE SUPPLY	I96242	STREETSCAPE PLANTINGS	102037	5365	265.00
FIORE NURSERY AND LANDSCAPE SUPPLY	I96243	STREETSCAPE PLANTINGS	102037	5365	1,209.50
					8,400.65
FITZGERALD, DAVID	06012016	EXP REIMB - FINE ARTS PREVIEW PARTY	101210	5387	51.90
FITZGERALD, DAVID	06012016-2	EXP REIMB - FINE ARTS PREVIEW PARTY	101210	5387	43.95
FITZGERALD, DAVID	06062016	EXP REIMB - PARCHMENT PAPER FOR PROCLAMATIONS	101210	5387	38.27
					134.12
FOX LABS INTERNATIONAL INC	00024226	OC SPRAY CANISTERS	106034	5460	1,490.95
FRIENDLY FARMS LTD	07042016	FAMILY DAYS PETTING ZOO	101210	5386	1,500.00
GALLS LLC	005468447	APPAREL: KUHLLERS	106034	5130	89.20
GALLS LLC	005476676	APPAREL: VARIOUS	106034	5130	105.70
GALLS LLC	005476689	APPAREL: HARDT	106034	5130	221.98
					416.88
GB SPRINKLER SYSTEMS INC	48941	SPRINKLER - START UP/SHUT DOWN	102037	5914	4,535.25
GB SPRINKLER SYSTEMS INC	49249	REPAIR DUE TO WATER MAIN BREAK	502050	5365	960.00
					5,495.25
GEWALT-HAMILTON ASSOCIATES INC	4382.410-16	BRIARWOOD VISTA/PH III/042516-052916	222082	5362	489.70
GILLIAM, MARY LOU	541415	TREE APPLICATION REFUND	100001	4232	75.00
GRAINGER INC	9122319594	PHOTO CELLS FOR STREET LIGHTS	102050	5421	1,156.10
GREEN, ELI	540890/55988	609 INDIAN HILL - DEPOSIT REFUND	910000	2410	500.00
GUY SCOPELLITI ORIGINAL LANDSCAPING CO.	28924	LANDSCAPE MAINTENANCE	102050	5365	123.75
HAAS, GABRIEL	541359	TREE APPLICATION REFUND	100001	4232	75.00
HARD ROCK CONCRETE CUTTERS INC	156302	SAWCUT CONCRETE FLOOR	502031	5320	1,230.00
HARD ROCK CONCRETE CUTTERS INC	156453	SAW CUT - OSTERMAN & ELM	102050	5365	1,512.00
					2,742.00
HARIG, CLAUDINE AND KEVIN	419206/51269/FINAL	260 DEERFIELD RD - DEPOSIT REFUND	910000	2423	5,000.00
HAVEY COMMUNICATIONS, INC	6452	VEHICLE MAINT	106034	5326	60.00
HD SUPPLY WATERWORKS	F531259	STORM GRATES & FRAMES	542031	5421	1,943.00
HD SUPPLY WATERWORKS	F545094	CLAMPS FOR FORCE MAIN	542031	5421	2,477.82
HD SUPPLY WATERWORKS	F553092	SEWER PIPE	542031	5421	1,348.00
HD SUPPLY WATERWORKS	F558280	HYDRANT STEM	502050	5421	700.00
HD SUPPLY WATERWORKS	F559865	VALVE BOX EXTENSIONS/HYDRANT EXTENSIONS	502050	5421	1,219.34
					7,688.16
HEWLETT PACKARD ENTERPRISE COMPANY	60070628	BACKUP SERVER MAINTENANCE CONTRACT	101111	5322	122.77
HEWLETT PACKARD ENTERPRISE COMPANY	60070628	BACKUP SERVER MAINTENANCE CONTRACT	101210	5322	122.77
HEWLETT PACKARD ENTERPRISE COMPANY	60070628	BACKUP SERVER MAINTENANCE CONTRACT	101330	5322	122.77
HEWLETT PACKARD ENTERPRISE COMPANY	60070628	BACKUP SERVER MAINTENANCE CONTRACT	102010	5322	24.55
HEWLETT PACKARD ENTERPRISE COMPANY	60070628	BACKUP SERVER MAINTENANCE CONTRACT	102110	5322	61.40
HEWLETT PACKARD ENTERPRISE COMPANY	60070628	BACKUP SERVER MAINTENANCE CONTRACT	106010	5322	122.77
HEWLETT PACKARD ENTERPRISE COMPANY	60070628	BACKUP SERVER MAINTENANCE CONTRACT	502010	5322	18.41
HEWLETT PACKARD ENTERPRISE COMPANY	60070628	BACKUP SERVER MAINTENANCE CONTRACT	542052	5322	18.41
					613.86
HIGHLAND PARK FORD	106075	SEAT - SQUAD #7	702050	5470	410.39
HIGHLAND PARK FORD	106180	TURN BULB/STROBE - SQUAD #8	702050	5470	266.15
					676.54
HOME CITY ICE CO	3827160503	ICE	502050	5421	71.00
HOME DEPOT CREDIT SERVICES	4593013	BACKER ROD - WRF	542052	5470	41.87
HOME DEPOT CREDIT SERVICES	9580240	HOSE FOR SAW CUTTERS	502050	5421	96.17
					138.04
IDLEWOOD ELECTRIC SUPPLY INC	288976	WIRE CONNECTORS	102050	5421	221.64
ILLINOIS CITY/COUNTY MNGMNT ASSN	2016-2017/DF	ILCMA DUES - FITZGERALD/2016-2017	101210	5330	171.25
ILLINOIS SECRETARY OF STATE	06022016	LICENSE PLATE RENEWAL - POLICE U-7	106010	5326	101.00
IZENSON, HOWARD	541378	TREE APPLICATION REFUND	100001	4232	75.00
JANES, BRANDON	0902	CLOTHING - JANES	542052	5320	48.60
JG UNIFORMS, INC	2170	APPAREL: CACHOLA	106034	5130	225.43
JG UNIFORMS, INC	2171	CREDIT: CACHOLA	106034	5130	(20.50)
JG UNIFORMS, INC	2206	APPAREL: FRY	106034	5130	661.63
JG UNIFORMS, INC	2207	APPAREL: BUDNY	106034	5130	166.95
JG UNIFORMS, INC	2208	APPAREL: HALL	106034	5130	99.90
JG UNIFORMS, INC	2209	APPAREL: CETNAROWICZ	106034	5130	60.50
JG UNIFORMS, INC	2210	APPAREL: SMITH	106034	5130	24.00
JG UNIFORMS, INC	2211	APPAREL: NICHOLS	106034	5130	231.50
					1,449.41
JIGGLEJAM PRODUCTIONS	06252016	FARMERS MARKET PLAZA PLEASURES	101210	5387	800.00
KARSTROM, JOHN	170	BOARD MEETING TV PRODUCTION - MAY 16	101210	5364	230.00
KONICA MINOLTA BUSINESS SOLUTIONS	9002443950	COPIER MAINT/PW-ENG/MAY 16	102110	5450	84.25
LAKE COUNTY MAJOR CRIMES TASK FORCE	053116	2016 DUES	106010	5390	500.00

Vendor	Invoice #	Description	Org	Obj	Total Invoice
LAKE COUNTY RECORDER	2016-00026991	REQ DOC#2229622 / 700 LAKE COOK RD POND	101330	5365	11.00
LAKE COUNTY RECORDER	2016-00028957	REQ DOC#1509444 / EASEMENT - 150 S. WKG N RD	101330	5365	6.00
LAKE COUNTY RECORDER	2016-00030172	SAMANTHA'S WAY - ORD/SUB AGREEMENT/HOA DOCS	101330	5365	109.00
LAKE COUNTY RECORDER	2016-00031087	REQ DOC#2736425 / BOARDWALK DOC & PLAT	101330	5365	10.00
LAKE COUNTY TREASURER	430020077	TRAFFIC SIGNAL MAINT: 03/01/2016 THRU 05/31/2016	102050	5611	<u>3,056.40</u>
					3,192.40
LAUTERBACH & AMEN LLP	15960	POL PEN ACTUARY REPORT & GASB 67/68 - FY15	101111	5365	4,000.00
LEE, FRED	523190/55603/SG	1043 PARK - DEPOSIT REFUND	910000	2423	500.00
LEE, FRED	523190/55603/SO	1043 PARK - DEPOSIT REFUND	910000	2410	<u>500.00</u>
					1,000.00
LEGACY PROJECT	1051490616	ANNUAL DUES - LITTLE	102110	5330	40.00
LEGENDS PERFORMING ARTS ASSN INC	07042016	FAMILY DAYS PARADE	101210	5386	2,500.00
LEVITT, CATHERINE	538972/55872	1425 CAROL LN - DEPOSIT REFUND	910000	2423	500.00
LINDHOLM ROOFING, INC	P2548/P2554	STICKER REFUND - NOT NEEDED/VEHICLES SOLD	100001	4240	60.00
LIONHEART CRITICAL POWER SPECIALISTS INC	2072210	LIFT STATION GENERATOR LOAD BANK TEST	542052	5322	3,640.00
LIPSCHULTZ, MELISSA	06022016	DAMAGE CLAIM SETTLEMENT	542010	5350	250.00
LITTLE TOMMY'S PLUMBING SHOP	1190-27730	REPAIR - PW MEN'S BATHROOM	542010	5320	485.00
LOGIN/IACP NET	27713	2016 SUBSCRIPTION	106010	5390	875.00
MAD BOMBER FIREWORKS PRODUCTIONS	07042016	FAMILY DAYS FIREWORKS	101210	5386	10,000.00
MCDERMOTT, THOMAS P	07042016	FAMILY DAYS PARADE	101210	5386	2,000.00
MCESSY INVESTMENT COMPANY	060216	PRISONER MEALS: MAY16	106010	5460	31.63
MCHENRY ANALYTICAL WATER LABORATORY, INC	390708	INDEPENDENT LAB TESTING - WRF	542052	5365	358.60
MEDINAH HIGHLANDERS PIPES AND DRUMS	07042016	FAMILY DAYS PARADE	101210	5386	800.00
MENONI & MOCOgni, INC.	1180959	CONCRETE/DIRT	102050	5421	125.97
MENONI & MOCOgni, INC.	1181000	CONCRETE/DIRT	102050	5421	207.60
MENONI & MOCOgni, INC.	1181246	DIRT	102050	5421	28.31
MENONI & MOCOgni, INC.	1182141	SOD	102050	5421	48.75
MENONI & MOCOgni, INC.	1183754	GRAVEL	102050	5421	99.00
MENONI & MOCOgni, INC.	1183881	CAULK - WRF	542052	5470	40.00
MENONI & MOCOgni, INC.	1183926	CAULK - WRF	542052	5421	39.50
MENONI & MOCOgni, INC.	1184158	CAULK - WRF	542052	5421	256.75
MENONI & MOCOgni, INC.	1184552	DIRT	542031	5421	158.61
MENONI & MOCOgni, INC.	1184873	DIRT	102050	5421	167.28
MENONI & MOCOgni, INC.	886666683	CONCRETE - 1245 MONTGOMERY	102050	5421	1,120.00
MENONI & MOCOgni, INC.	886666684	CONCRETE - 1245 MONTGOMERY	102050	5421	750.00
MENONI & MOCOgni, INC.	886667038	CONCRETE - 1239 MONTGOMERY	102050	5421	1,190.00
MENONI & MOCOgni, INC.	886682688	CONCRETE - WAYNE & HAZEL	102050	5421	688.00
MENONI & MOCOgni, INC.	886690867	CONCRETE - MONTGOMERY & ELIZABETH	102050	5421	1,120.00
MENONI & MOCOgni, INC.	886691377	CONCRETE - MONTGOMERY & MONTGOMERY CT	102050	5421	1,890.00
MENONI & MOCOgni, INC.	886694715	CONCRETE - MONTGOMERY & ELIZABETH	102050	5421	1,120.00
MENONI & MOCOgni, INC.	886694716	CONCRETE - MONTGOMERY & ELIZABETH	102050	5421	980.00
MENONI & MOCOgni, INC.	886694717	CONCRETE - MONTGOMERY & ELIZABETH	102050	5421	980.00
MENONI & MOCOgni, INC.	886698004	CONCRETE - MONTGOMERY CT	102050	5421	1,120.00
MENONI & MOCOgni, INC.	886698006	CONCRETE - MONTGOMERY & MONTGOMERY CT	102050	5421	<u>2,100.00</u>
					14,229.77
MERIDIAN IT INC	C85185R-IN/CN85185CM	ROUTER LINE PORT CARDS	211150	5810	250.04
MERIDIAN IT INC	S28659-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	101111	5810	175.00
MERIDIAN IT INC	S28659-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	101210	5810	175.00
MERIDIAN IT INC	S28659-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	101330	5810	175.00
MERIDIAN IT INC	S28659-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	102010	5810	35.00
MERIDIAN IT INC	S28659-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	102110	5810	35.00
MERIDIAN IT INC	S28659-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	176020	5820	700.00
MERIDIAN IT INC	S28659-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	502010	5810	52.50
MERIDIAN IT INC	S28659-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	542052	5810	52.50
MERIDIAN IT INC	S29240-IN	VOICE GATEWAY ROUTER REPLACEMENT	211150	5810	323.75
MERIDIAN IT INC	S29241-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	101111	5810	32.81
MERIDIAN IT INC	S29241-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	101210	5810	32.82
MERIDIAN IT INC	S29241-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	101330	5810	32.81
MERIDIAN IT INC	S29241-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	102010	5810	6.56
MERIDIAN IT INC	S29241-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	102110	5810	6.56
MERIDIAN IT INC	S29241-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	176020	5820	131.25
MERIDIAN IT INC	S29241-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	502010	5810	9.84
MERIDIAN IT INC	S29241-IN	REDUNDANT INTERNET PROJECT IMPLEMENTATION	542052	5810	<u>9.85</u>
					2,236.29
MIDWEST TIME RECORDER INC	149144	TIME & ATTENDANCE SERVICE - MAY 16	102010	5370	46.59
MIDWEST TIME RECORDER INC	149144	TIME & ATTENDANCE SERVICE - MAY 16	502010	5370	46.59
MIDWEST TIME RECORDER INC	149144	TIME & ATTENDANCE SERVICE - MAY 16	542010	5370	46.59
MIDWEST TIME RECORDER INC	149144	TIME & ATTENDANCE SERVICE - MAY 16	542052	5370	<u>46.58</u>
					186.35
MOLL, VALERIE	06032016	EXP REIMB - WELLNESS COMMITTEE	101210	5387	166.00

Vendor	Invoice #	Description	Org	Obj	Total Invoice
MOORE LANDSCAPES INC.	27167	TURF MAINT/JUN 16/#6 OF 12	101111	5324	675.73
MOORE LANDSCAPES INC.	27167	TURF MAINT/JUN 16/#6 OF 12	101210	5914	168.93
MOORE LANDSCAPES INC.	27167	TURF MAINT/JUN 16/#6 OF 12	102038	5320	675.73
MOORE LANDSCAPES INC.	27167	TURF MAINT/JUN 16/#6 OF 12	102050	5365	675.73
MOORE LANDSCAPES INC.	27167	TURF MAINT/JUN 16/#6 OF 12	602019	5320	675.73
MOORE LANDSCAPES INC.	27167	TURF MAINT/JUN 16/#6 OF 12	602038	5390	506.82
MOORE LANDSCAPES INC.	27168	PLANTING & MAINT/JUN 16/#6 OF 12	101111	5324	1,073.73
MOORE LANDSCAPES INC.	27168	PLANTING & MAINT/JUN 16/#6 OF 12	101210	5914	2,863.33
MOORE LANDSCAPES INC.	27168	PLANTING & MAINT/JUN 16/#6 OF 12	102037	5914	2,147.50
MOORE LANDSCAPES INC.	27168	PLANTING & MAINT/JUN 16/#6 OF 12	102038	5320	357.92
MOORE LANDSCAPES INC.	27168	PLANTING & MAINT/JUN 16/#6 OF 12	602019	5320	357.92
MOORE LANDSCAPES INC.	27168	PLANTING & MAINT/JUN 16/#6 OF 12	602038	5390	357.93
MOORE LANDSCAPES INC.	27281	LANDSCAPE MAINTENANCE	102050	5365	265.00
MOORE LANDSCAPES INC.	27282	LANDSCAPE MAINTENANCE	102050	5365	650.00
MOORE LANDSCAPES INC.	27283	LANDSCAPE MAINTENANCE	102038	5320	<u>1,760.00</u>
					13,212.00
MOSCONI - ENRICO LANDSCAPE CONTRACTORS INC	T33098	LANDSCAPING AND RESTORATION	102037	5365	3,000.00
MOSCONI - ENRICO LANDSCAPE CONTRACTORS INC	T33098	LANDSCAPING AND RESTORATION	102050	5365	2,000.00
MOSCONI - ENRICO LANDSCAPE CONTRACTORS INC	T33098	LANDSCAPING AND RESTORATION	602019	5320	1,000.00
MOSCONI - ENRICO LANDSCAPE CONTRACTORS INC	T33099	LANDSCAPING AND RESTORATION	102037	5365	460.00
MOSCONI - ENRICO LANDSCAPE CONTRACTORS INC	T33099	LANDSCAPING AND RESTORATION	102050	5365	306.67
MOSCONI - ENRICO LANDSCAPE CONTRACTORS INC	T33099	LANDSCAPING AND RESTORATION	602019	5320	<u>153.33</u>
					6,920.00
MURRIN, MICHAEL	MAY16	PLUMBING INSPECTIONS (39) - MAY 16	101330	5365	2,535.00
MUTUAL SERVICES OF HIGHLAND PARK	525285	OPERATING SUPPLIES	101330	5460	8.99
NAPA AUTO PARTS - WHEELING	392857	STOCK OIL FILTERS	702050	5470	72.12
NAPA AUTO PARTS - WHEELING	392897	STOCK FUEL & OIL FILTERS	702050	5470	<u>23.74</u>
					95.86
NOBLE INDUSTRIAL SUPPLY CO	SI-113958	GRAFFITTI REMOVAL SOLVENT	102050	5421	435.20
NOBLE INDUSTRIAL SUPPLY CO	SI-113959	GRAFFITTI REMOVAL SOLVENT	102050	5421	<u>435.06</u>
					870.26
NORTH EAST MULTI REG TRAINING	204466	2016 MEMBERSHIP FEE	106034	5212	5,130.00
NORTHSHORE UNIVERSITY HEALTHSYSTEM	205680580-052516	PREEMPLOYMENT SCREENING	106010	5363	131.00
NORTHSHORE UNIVERSITY HEALTHSYSTEM	205680580-052616	PREEMPLOYMENT SCREENING	106010	5363	<u>296.00</u>
					427.00
O'LEARY'S CONTRACTORS EQUIPMENT & SUPPLY	176543	GENERATOR	502050	5810	895.00
O'LEARY'S CONTRACTORS EQUIPMENT & SUPPLY	176546	TRAILER MOUNTED ARROW BOARD	211150	5810	<u>3,895.00</u>
					4,790.00
OPTICSPLANET INC	7488290	RANGE SUPPLIES	106034	5460	1,192.57
PIGHETTI, ROBERT	541522	TREE APPLICATION REFUND	100001	4232	75.00
QUILL CORPORATION	6071515	PAPER - ENG	102110	5450	32.98
QUILL CORPORATION	6122641	LEDGER PAPER - ENG	102110	5450	<u>62.99</u>
					95.97
RACETRACKERS ENTERPRISES INC	3970	FAMILY DAYS ROTARY RACE SHIRTS	101210	5386	2,034.40
RED'S GARDEN CENTER INC	6017	DIRT	102050	5421	198.00
RED'S GARDEN CENTER INC	8384	FLOWERS	102010	5320	199.34
RED'S GARDEN CENTER INC	8384	FLOWERS	502010	5320	199.32
RED'S GARDEN CENTER INC	8384	FLOWERS	542010	5320	<u>199.34</u>
					796.00
REICH, BARBARA	22712	FAMILY DAYS REIMB - FOLDERS	101210	5386	852.91
REICH, BARBARA	6127719	FAMILY DAYS REIMB - WRIST BANDS	101210	5386	<u>36.32</u>
					889.23
RIVER CITY RHYTHM INC	07042016	FAMILY DAYS PARADE	101210	5386	1,700.00
ROSENBERG, ROSS OR KARI	541320	TREE APPLICATION REFUND	100001	4232	75.00
ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE	06062016	VILLAGE ATTORNEY SERVICES - MAY 16	101210	5360	13,649.12
RYDIN SIGN & DECAL	318067	PRINTING - VILLAGE VEHICLE STICKER	101210	5335	2,601.60
SCIARRETTA ENTERPRISES, INC	16-185060	CARPET CLEANING	101210	5320	300.00
SEDGWICK CLAIMS MANAGEMENT SRVCS INC	B1072593	U/C ADMIN SRVCS: 07/09/2016 - 10/09/2016	101111	5365	125.00
SHANNON ROVERS IRISH PIPE BAND	07042016	FAMILY DAYS PARADE	101210	5386	1,000.00
SHAPIRA, TOM OR JODI	541633	TREE APPLICATION REFUND	100001	4232	75.00
SIGNS NOW	605131	FARMERS MARKET SIGNS	101210	5387	63.00
SILBERMAN, ARNOLD OR DEANNA	541594	TREE APPLICATION REFUND	100001	4232	75.00
SPS THE PRINTING CO INC	4881	PRINTING - PERMIT CARDS / INSPECTION TICKETS	101330	5335	1,490.00
SUNSET FOOD MART INC	163065	FINE ARTS PREVIEW PARTY SUPPLIES	101210	5387	39.25
THELEN MATERIALS LLC	334413	CONCRETE	102050	5421	220.00
THELEN MATERIALS LLC	334414	CONCRETE/SAND OUT	102050	5421	1,968.00
THELEN MATERIALS LLC	334787	CONCRETE/DIRT OUT	102050	5421	<u>4,631.01</u>
					6,819.01



To the Finance Director:

The payment of the above listed accounts has been approved by the Board of Trustees at their meeting held on June 20, 2016 and you are hereby authorized to pay them from the appropriate funds.

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(Treasurer)

**REQUEST FOR BOARD ACTION**

16-61

**Agenda Item:** \_\_\_\_\_

**Subject:** Report of Staff re: Right-in – Right-out Curb Cut for Access to the Lindeman Lot

\_\_\_\_\_  
(Between AT&T Building and Fleet Feet) from Deerfield Road  
\_\_\_\_\_

Acceptance

**Action Requested:** \_\_\_\_\_

Village Manager’s Office

**Originated By:** \_\_\_\_\_

Village Board of Trustees

**Referred To:** \_\_\_\_\_

**Summary of Background and Reason for Request**

At the May 2, 2016, Committee of the Whole meeting, the Village Board requested the opinion of a traffic engineer regarding the appropriateness of installing a right-in – right-out (RIRO) curb cut on Deerfield Road to enter/exit the Lindeman Parking Lot. At that time the Board concurred that constructing the RIRO curb cut as part of the Deerfield Road project would be ideal.

Professional Traffic Engineer, Daniel Brinkman of Gewalt Hamilton Associates, Inc. has advised the curb cut is best located in the southeast corner of the parking lot as opposed to being aligned with the middle drive aisle, as was previously considered. Mr. Brinkman advised:

- The entrance leads to a one-way circulation aisle and entering traffic really has no decision to make as far as where they are going once they get in the parking lot which would delay them. An access aligned with the current drive aisle in the middle of the lot would provide more options for entering motorists and more potential for conflicts internal to the parking lot that could lead to vehicles pausing as they enter and potentially stacking back onto Deerfield Road.
- The location will work to relieve traffic that may be westbound and will not have to go through the two traffic signals to get to the Park District or Church that would normally have taken Robert York and Jewett Park Drive.
- Moving the RIRO further west would create more potential conflicts with traffic exiting the RIRO and possibly trying to get across Deerfield Road to make a left at the signal into Whole Foods or Walgreens.
- Further, Mr. Brinkman noted he sees no concern with stacking at the entrance of the proposed location nor any sight line issues for westbound traffic on Deerfield Road, so vehicles should be able to see motorists slowing to make the turn and vehicles turning from Waukegan Road should be moving slower than through traffic anyway.

Exhibits depicting the proposed RIRO location is enclosed. Staff and Mr. Brinkman, of GHA, will be available to answer questions at the June 20, 2016, Board meeting. This item was deferred from the June 6, 2016, meeting.

**Reports and Documents Attached:**

Exhibits

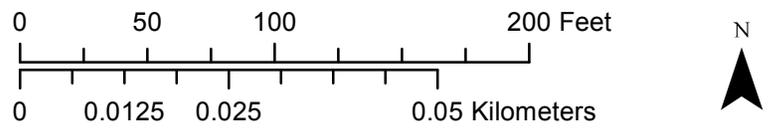
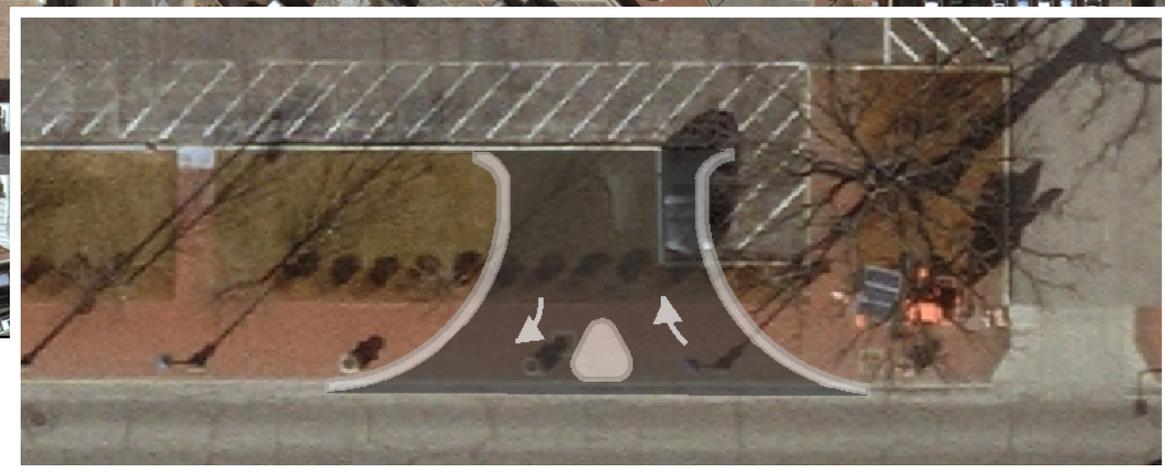
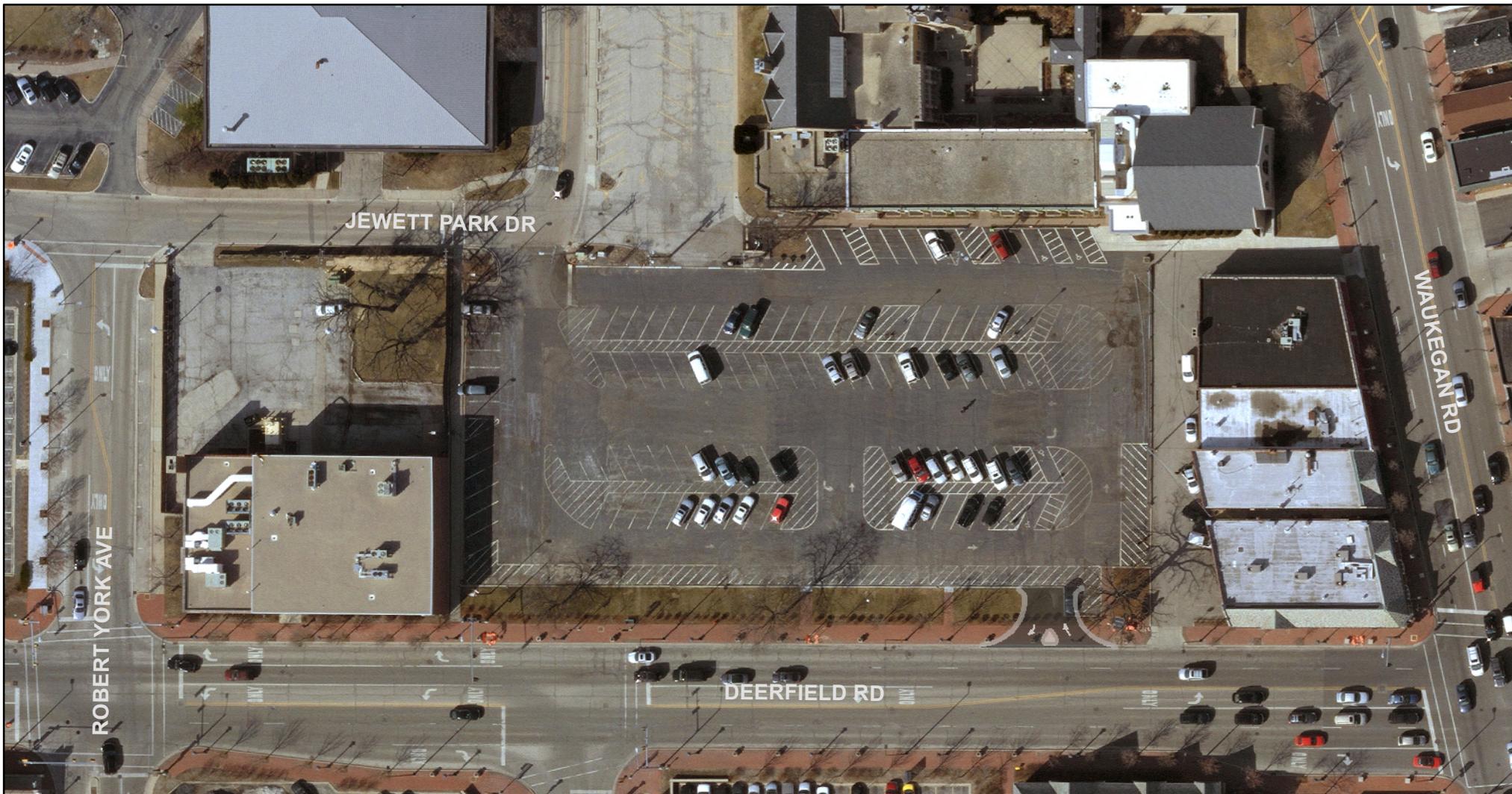
June 20, 2016

**Date Referred to Board:** \_\_\_\_\_

**Action Taken:** \_\_\_\_\_

Suggested  
Location for  
RIRO







JEWETT PARK DR

PARK AVE

ROBERT YORK AVE

DEERFIELD RD

WAUKEGAN RD

0 100 200 400 Feet

**REQUEST FOR BOARD ACTION**

16-64

**Agenda Item:** \_\_\_\_\_

**Subject:** Report of Staff re: Amending Chapter 3, Alcoholic Beverages, of the Municipal Code to Create a Class O License Classification to Allow Beer and Wine in its Original Package at Automobile Convenience Food Shop and Issuance of One Class O License

**Action Requested:** Approval

Police Department

**Originated By:** \_\_\_\_\_

Mayor and Board of Trustees

**Referred To:** \_\_\_\_\_

**Summary of Background and Reason for Request**

Earlier this year, Dave Welch, owner of the Deerfield BP Station at 1460 Waukegan Road, submitted a request to apply for a liquor license to sell beer and wine at the automobile convenience food shop attached to the gas station. Mayor Rosenthal has provided a favorable review of the initial request and recommends this matter be considered by the Village Board.

The Welch family will be present to answer questions. Management Analyst David Fitzgerald will also be present to answer questions.

**Reports and Documents Attached:**

Memo re: Liquor License Request Research to Mayor Rosenthal  
Letter from Welch Family Requesting License  
Proposed Class O Liquor License Classification Wording  
Memo from Police Chief re: Background Checks

**Date Referred to Board:** June 20, 2016

**Action Taken:** \_\_\_\_\_



## Memorandum

DATE: June 16, 2016  
TO: Harriet Rosenthal, Mayor  
CC: Kent Street, Village Manager  
Andrew Lichterman, Assistant Village Manager  
FROM: David Fitzgerald, Management Analyst  
SUBJECT: Liquor License Request for BP Station at 1460 Waukegan Road

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### **Background**

Earlier this year, Dave Welch, owner of the Deerfield BP Station at 1460 Waukegan Road, submitted a request to apply for a liquor license to sell beer and wine at the automobile convenience food shop attached to the gas station. A Special Use for this convenience food shop was approved by the Village Board in 2003. The facility is 1,100 square feet. The Village currently does not have a liquor license classification that would authorize the sale of beer and wine at an automobile convenience food shop. This station is located in the C-2 Commercial District on the north side of the Village. Deerfield currently has six gas stations, three in the C-2 Commercial District and three in the C-1 Village Center District.

### **Research**

Zoning Code: The Deerfield Zoning Code currently does not permit automobile convenience food shops in the C-1 Village Center District. Those automobile service stations currently in operation are only allowed to sell limited prepackaged snack food items. The Zoning Code specifically states that automobile service stations in the C-1 district are not encouraged to expand. The C-2 Commercial District specifically allows for automobile convenience food shops as a Special Use. Currently, two of the three gas stations in this district have been approved for a Special Use, the BP at Lake Cook Road and Waukegan and the BP at 1460 Waukegan Road.

Neighboring Communities: Staff surveyed neighboring communities to see if they permit automobile convenience food shops to serve alcohol. Bannockburn, Highland Park, Skokie, Glenview and Wheeling all specifically ban these shops from selling alcohol. Northbrook does not specifically ban this, but it is strongly discouraged and none have been approved. Buffalo Grove and Lake Forest both permit automobile convenience food shops to sell beer and wine only. Buffalo Grove has a special liquor license classification for gas stations. It allows for two display areas, one that cannot exceed 25 square feet of floor sale area, and a cooler display area of no more than 11 lineal feet of cool/display frontage. It also stipulates that no sales may be done from a drive-in window or other opening.

### **Proposed Class O License**

Staff worked with Village counsel to draft a proposed Class O Liquor License Classification specifically for automobile convenience food shops.

CLASS O, which shall authorize the retail sale and delivery on the premises specified of beer and wine in its original package, but not through a drive through or walk-up window and not for consumption on the premises where sold. The premises of a Class O license shall mean an automobile convenience food shop as defined in the Zoning Ordinance of the Village of Deerfield located within the C-2 Outlying Commercial District containing not less than 1,100 square feet of floor area. The retail area devoted to display and sale of beer and wine is limited to:

1. A display area not exceeding twenty-five (25) square feet of floor area, and
2. A refrigerated cooler display area, limited to beer and wine only, which shall not have more than eleven linear feet of display frontage.

Currently, only the BP at 1460 Waukegan Road would qualify for this license.

**Conclusion**

The Deerfield Police Department has completed the background investigation of the BP's owners and manager and found nothing that would preclude them from holding a liquor license and conducting business in the Village of Deerfield.

Mayor Rosenthal has provided a favorable review of the initial request and recommends this matter be considered by the Village Board.



**David Welch**

1460 Waukegan Road  
Deerfield, IL 60015  
(847) 561-6606

To: Mayor Harriet E. Rosenthal  
Village Manager Kent S. Street  
Trustees Alan L. Farkas, Thomas L. Jester, Robert D. Nadler, William S. Seiden, Dan C. Shapiro,  
Barbara J. Struthers

Re: Liquor License for the Deerfield BP Station at 1460 Waukegan Road

Dear Mayor, Trustees, and Village Manager:

DEERFIELD BP / V & W OIL, INC. would like to apply for a license to sell beer and wine. We believe that this is necessary to keep the business viable and would be a positive addition to both the community and the Village's tax revenues.

**Background on the BP Station**

DEERFIELD BP / V & W OIL, INC. has been owned and operated by the same family since 2002. It has been a member in good standing of the DBR Chamber of Commerce since its inception and is one of the few convenience mini-marts that is centrally located in Deerfield.

As a contributing member of the community, Deerfield BP has donated to various High School programs, has provided hot chocolate and popcorn each year to the Holiday Festival, donated to Fire Department fundraisers, and invested significant money to transform a very visible property that was once an eyesore into a new, modern, and attractive facility. In 2014 the Deerfield BP generated over \$210,000 of sales tax revenue.

The family involved in the Deerfield BP has owned property in Deerfield since the 1950's as well as other significant businesses on the North Shore, primarily Highwood, for decades. Some of these businesses, such as Miramar Bistro and Gabriel's Restaurant, have held long-term liquor licenses without ever having a single violation.

**Why beer and wine sales are necessary for the viability of the business**

Deerfield BP, like many other local businesses, has been impacted by the prolonged problems experienced in the economy since 2008. Total sales volume is down about 50% from historic peaks. Sales of gasoline generate a significant amount of federal, state, and local tax dollars but do not provide profitability – the margins on gasoline sales are approximately 10 cents per gallon, not enough to cover operating costs, and gas sales are basically a loss leader to bring in customers for other sales. Cigarettes used to be a significant source of profit for mini-marts, but this has significantly lessened as

manufacturers have cut their programs for merchants and anti-smoking efforts continue to successfully reduce cigarette sales. Mounting credit card fees have further squeezed profitability margins.

Industry statistics indicate that for gas stations with convenience stores, on average fuel accounts for 77% of sales, food and drinks account for 13%, cigarettes account for 8%, and alcohol for 2%. While Food, Drinks, and Alcohol are not the significant source of revenue for these stations, their profit margins are significantly higher and allow the station to cover the costs of selling its other products.

It should be noted that a number of businesses that sell alcohol (two Walgreens stores, Heinan's, Whole Foods, and numerous restaurants) already exist within walking or short distance of Deerfield High School. Deerfield BP pledges to continue the same responsibility it has consistently shown in not selling cigarettes to minors, the same responsibility it has consistently shown in maintaining its liquor licenses in other family businesses, and the same or more responsibility than these other business establishments have shown in not selling alcohol to minors. Deerfield BP prides itself in the same way that Walgreens and Whole Foods do in being accountable corporate citizens and contributing members to the local community.

#### **What beer and wine sales will add to the community and Village**

Gas stations with convenience stores are an integral part of most Americans' everyday lives. Many consumers fill up their vehicle's gas tank at least once a week. Consumers also stop by convenience stores for a cup of coffee on their way to work or to pick up a gallon of milk or a six-pack of beer before heading home in the evening. Middle-aged consumers visit gas stations with convenience stores most frequently, making up more than 40.0% of the market. This is because the employment rate among consumers aged 35 to 54 is the highest, causing them to drive to work and demand gasoline for their vehicles. Consumers aged 55 to 64 are the industry's next largest consumer market.

In the past five years, consumers have increasingly turned to gas stations with convenience stores, preferring the convenience of locations that offer cigarettes, food and various other products that regular gas stations do not provide. As the Gas Stations with Convenience Stores industry continues to grow in the future, more consumers will turn to industry operators rather than regular gas stations.

A study of zip codes associated with the credit cards used to make purchases at the Deerfield BP showed that 49% of the transactions and 47% of the sales dollars originate with customers who do not live in the 60015 zip code. Other zip codes that provided very significant portions of Deerfield BP's customer transactions were (in order of importance) Lake Forest, Northbrook, Highland Park, Chicago Loop, Lincolnshire, Lake Bluff, Wilmette, and Park Ridge. Deerfield BP's convenient location draws these customers to spend money in Deerfield that could easily have been spent in their own communities.



The property at 1460 Waukegan Road is unique. It is ideally suited for a gas station, but not for much else. It is narrow, oddly shaped, is on a major road, and butts up against train tracks. In fact, the property sat vacant for a number of years before current ownership took it over and reinvigorated it. If the gas station were to leave it is unlikely that the property would see continued use – major oil companies have been divesting their retail gas operations and it is unlikely that entrepreneurs as suited to running this business as the current owners would be found to purchase it, especially without a license to sell beer and wine.

Bannockburn, Highland Park, Lincolnshire, and Buffalo Grove all have competing stores virtually on Deerfield's borders. Deerfield BP is centrally located within Deerfield and convenient for both residents and non-residents. The owners of Deerfield BP hope to continue contributing to the community in many ways, and the ability to sell beer and wine at this location will help to enable them to do that. Beer and wine sales will keep this property viable and add to local tax collections both from the additional sales that beer and wine would generate and the additional customers who would now stop in to buy because of the new product availability.

We understand from a recent article in the Pioneer Press that Starbucks, a business committed to "using their platforms and resources to create opportunities for their people, as well as for the communities they serve" is also applying for a Class C license. The article further states that there are already five such licenses in Deerfield and that Deerfield officials are "for anything that will help a business in Deerfield be as successful as possible". We look forward to being able to discuss with you further how beer and wine sales would help to keep our business viable, and in turn how our business will continue to benefit the community by maintaining a highly visible property, by contributing to community spirit and causes, by providing convenience for residents, and by generating significant tax revenues that otherwise would most likely end up in neighboring communities.

Sincerely,

David Welch  
President

CLASS O, which shall authorize the retail sale and delivery on the premises specified of beer and wine in its original package, but not through a drive through or walk-up window and not for consumption on the premises where sold. The premises of a Class O license shall mean an automobile convenience food shop as defined in the Zoning Ordinance of the Village of Deerfield located within the C-2 Outlying Commercial District containing not less than 1,100 square feet of floor area. The retail area devoted to display and sale of beer and wine is limited to:

1. A display area not exceeding twenty-five (25) square feet of floor area, and
2. A refrigerated cooler display area, limited to beer and wine only, which shall not have more than eleven linear feet of display frontage.



# DEERFIELD POLICE DEPARTMENT



DATE: June 16, 2016

TO: Kent Street, Village Manager

FROM: Chief John Sliozis

CC:

SUBJECT: Liquor License Applicant V + W Oil, Inc.; DBA B.P. Mini Mart

Staff has completed the background investigation for liquor license applicant V + W Oil, Inc., doing business as B.P. Mini Mart, at 1460 Waukegan Road, Deerfield, Illinois. Nothing was found that would preclude V + W Oil, Inc. from holding a liquor license and conducting business in the Village of Deerfield. If any information is revealed to change the status you will be notified immediately.

A complete copy of the report is available for review upon request.

A handwritten signature in black ink that reads "John J. Sliozis".

---

John J. Sliozis  
Chief of Police

**REQUEST FOR BOARD ACTION**

16-41-2

**Agenda Item:** \_\_\_\_\_

**Subject:** Ordinance Granting a Fence Height Modification for Property Located at 750 Indian Hill

Road

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Second Reading

**Action Requested:** \_\_\_\_\_

Board of Zoning Appeals

**Originated By:** \_\_\_\_\_

Mayor and Board of Trustees

**Referred To:** \_\_\_\_\_

**Summary of Background and Reason for Request**

The report and recommendation of the BZA was accepted on May 2, 2016, on a vote of 3 to 2. A first reading was held on May 16, 2016.

**Reports and Documents Attached:**

Ordinance

**Date Referred to Board:** June 20, 2016

**Action Taken:** \_\_\_\_\_

**VILLAGE OF DEERFIELD  
LAKE AND COOK COUNTIES, ILLINOIS**

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A FENCE HEIGHT MODIFICATION  
FOR PROPERTY LOCATED AT 705 INDIAN HILL ROAD**

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**WHEREAS**, the owners of the property commonly known as 705 Indian Hill Road and legally described herein (the “Subject Property”) have petitioned for a modification from the maximum height requirements for rear yard fences of Article 2.04-H, Paragraph 3, Subparagraph b. of the Zoning Ordinance of the Village of Deerfield, as amended, to permit the installation and maintenance of a 10-foot high ball containment fence in the required rear yard of the Subject Property in lieu of the maximum 7-foot height permitted by the Zoning Ordinance; and

**WHEREAS**, the Board of Zoning Appeals of the Village of Deerfield held a public hearing on April 5, 2016 to consider said petition, said hearing being held pursuant to public notice duly given and published as required by law and conforming in all respects, in both manner and form, with the Zoning Ordinance of the Village Deerfield; and

**WHEREAS**, the Board of Zoning Appeals has filed its report with the President and Board of Trustees containing its written findings that the requested fence modification conforms to the standards for modifications set forth in Article 13.08-D of the Zoning Ordinance of the Village of Deerfield and recommending that the Board of Trustees grant the requested fence modification;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

**SECTION 1:** That the findings of fact and recommendations of the Board of Zoning Appeals are hereby concurred in and adopted as the findings of fact of the President and Board of Trustees of the Village of Deerfield.

**SECTION 2:** That the Petitioners have proven to the satisfaction of the Board of Zoning Appeals and the Board of Trustees that strict application of the requirements of Article 2.04-H, Paragraph 3, Subparagraph b. of the Zoning Ordinance of the Village of Deerfield for a maximum height of 7 feet for a fence erected in the required yard of the Subject Property would produce unnecessary or undesirable results as applied to the following described Subject Property unless modified as provided herein:

Lot 3 in Deerfield Park unit number 5, being a subdivision of part of the northwest quarter of Section 32, Township 43 north, Range 12, east of the Third Principal Meridian, according to the Plat thereof recorded August 28, 1956 as document number 921076, in Book 33 of Plats, page 118, in Lake County, Illinois.

Commonly known as 705 Indian Hill Road, Deerfield, Illinois 60015.

**SECTION 3:** That a modification from the strict provisions of Paragraph 3, Subparagraph b., of Article 2.04-H of the Zoning Ordinance of the Village of Deerfield, as amended, is hereby granted with respect to the Subject Property to permit the installation and maintenance of a 10-foot high ball containment fence within the required rear yard of the Subject Property with a height of 10.0 feet in lieu of the maximum height of 7.0 feet otherwise permitted for rear yard fences, provided that such fence shall be constructed and maintained in strict accordance with and to the extent provided by the following plans and supporting materials submitted by Petitioner and describing the proposed fence: (i) plat of survey by Bleck Engineering Company, Inc. depicting the Subject Property and foundation under construction as of April 8, 2015; (ii) grading plan for 705 Indian Hill Road depicting the sports court addition, dated October 2, 2014 and revised August

27, 2015 by Bleck Engineering Company, Inc.; (iii) product specification sheet for SnapBack 10x10 10x15 Adjustable Rebounder System by SnapSports Company dated 01/03/07, and product specification sheet for SnapSports Ball Containment system by SnapSports Company, dated 01/02/07; (iv) 2-page sketch by Outdoor LivingScapes, Inc as revision to Permit No. 55313 depicting the location of 10 foot high adjustable rebounder system and 10 foot high ball containment netting in relation to the existing sports court.

**SECTION 4:** That the modification hereby granted is subject to Petitioner’s compliance with the requirements of this Ordinance, with all provisions of the Zoning Ordinance of the Village of Deerfield and with all other applicable codes and ordinances of the Village of Deerfield.

**SECTION 5:** That this Ordinance, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or, (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Deerfield that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

[This Space Left Blank Intentionally]

**SECTION 6:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Village President

ATTEST:

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

**VILLAGE OF DEERFIELD  
LAKE AND COOK COUNTIES, ILLINOIS**

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A FENCE HEIGHT MODIFICATION  
FOR PROPERTY LOCATED AT 705 INDIAN HILL ROAD**

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**PASSED AND APPROVED BY THE  
PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF DEERFIELD, LAKE  
AND COOK COUNTIES, ILLINOIS, this**

**\_\_\_\_\_ day of \_\_\_\_\_, 2016.**

**Published in pamphlet form  
by authority of the President  
and Board of Trustees of the  
Village of Deerfield, Lake and  
Cook Counties, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.**

**REQUEST FOR BOARD ACTION**

**Agenda Item: 16-62-1**

**Subject:** Authorization of the Mayor to Execute an Agreement with the U.S. Census Bureau to

\_\_\_\_\_

Conduct a Partial Special Census (AMLI/Woodview)

\_\_\_\_\_

Approval

**Action Requested:** \_\_\_\_\_

Village Manager's Office

**Originated By:** \_\_\_\_\_

Mayor and Board of Trustees

**Referred To:** \_\_\_\_\_

**Summary of Background and Reason for Request**

At the June 6, 2016 meeting, the Village Board accepted the report and recommendation of staff to conduct a partial special census at the new AMLI and Woodview apartment developments.

AMLI and Woodview completed construction in November 2015, and January 2016, respectively. As of May, approximately 247 residents (65% capacity) occupy Woodview and 143 residents (34% capacity) occupy AMLI. The total estimated population for both units is 798 persons.

To conduct the partial special census, the U.S. Census Bureau provided a cost estimate, valid through November 2, 2016, of \$65,023 based on the estimated population. If the partial special census is conducted as recommended, the Village can anticipate enumeration beginning in October and receiving proportional increases in state-shared-municipal-revenues (Income, Use, and Motor Fuel Taxes) by August 2017. The expected total tax revenues between 2017-2021 range from \$207,967 to \$453,064 due to varying population, timeline, and State funding estimates.

Staff recommends executing the Memorandum of Agreement (MOA) with the U.S. Census Bureau to conduct a partial special census. Village Attorney Coblenz has reviewed the MOA and has no objections to the document as presented.

Administrative Intern Sam Barghi will be available to answer any questions.

**Reports and Documents Attached:**

U.S. Census Bureau Memorandum of Agreement  
U.S. Census Bureau Cost Estimate Form

**Date Referred to Board:** June 20, 2016

**Action Taken:** \_\_\_\_\_



Memorandum of Agreement  
Through Which  
The Village of Deerfield, Cook & Lake County, Illinois  
Is Purchasing a Special Census  
From the U.S. Census Bureau

Agreement No. 25111

**1) Parties and Scope**

This document establishes an agreement between the **Village of Deerfield, Cook & Lake County, Illinois** (Governmental Unit) and the Field Division, U.S. Census Bureau (Census), through which the Governmental Unit will pay the Census Bureau to take a special census under the authority of 13 U.S.C. § 196.

**2) Authority**

The Census Bureau may undertake this work pursuant to 13 U.S.C. § 196, which provides that the “Secretary may conduct special censuses for the government of any State, or of any county, city, or other political subdivision within a State, for the government of the District of Columbia, and for the government of any possession or area (including political subdivisions thereof) referred to in section 191(a) of this title, on subjects covered by the censuses provided for in this title, upon payment to the Secretary of the actual or estimated cost of each such special census. The results of each such special census shall be designated ‘Official Census Statistics’. These statistics may be used in the manner provided by applicable law.”

**3) Confidentiality**

The data, including individual information collected by the enumerators on the special census questionnaires, collected under this agreement are confidential under 13 U.S.C. § 9, and the questionnaires shall be controlled by and returned directly to the authorized representative of the Census Bureau. All such special census questionnaires and all other papers relating to the special census are the property of the Census Bureau and under the law may only be made available to and examined by sworn Census Bureau officials and employees. Unlawful disclosure subjects employees to a fine of up to \$250,000 or imprisonment of up to 5 years, or both.

Should the Governmental Unit require access to Title 13 data to assist in the planning, data collection, data analysis, or production of final products, those staff members are required to obtain Census Bureau Special Sworn Status pursuant to 13 U.S.C. § 23(c). Such staff members must demonstrate that they have suitable background clearance and they must take Title 13 awareness training. Any access to Title 13 data at *the Governmental Unit's facility* is subject to prior approval by the Census Bureau's Data Stewardship Executive Policy Committee upon assurance that the facility and information technology security meet Census Bureau requirements.

#### 4) Terms and Conditions

Acknowledging the foregoing, the parties agree as follows:

- a) The Census Bureau will achieve full cost recovery for the goods and services it is providing under this agreement:
  - i) The Census Bureau shall designate one or more experienced employees to direct the taking of the special census.
  - ii) The Census Bureau employee(s) shall oversee all aspects of the enumeration including the hiring, training, and separation of enumerators, crew leaders, and other temporary personnel employed locally to take the special census. The designated Census Bureau employee(s) shall exercise day-to-day technical supervision of these employees. All such temporary personnel shall be Federal Government employees and neither the Governmental Unit nor any representative of the Governmental Unit shall supervise, exercise control over, or in any other way interfere with such employees in the performance of their responsibilities.
  - iii) The Census Bureau shall provide to the Governmental Unit the official population and housing unit count derived from the special census at the earliest practicable date after completion of the enumeration and the processing required to produce the statistical results. This count, which shall be as of the date of the special census, will be provided in writing and signed by an appropriate Census Bureau official.
  - iv) The Census Bureau will not guarantee delivery of the final count by any specified date and shall not be held responsible for any loss or damages suffered by the Governmental Unit due to the data not being available by a specific date.

The Governmental Unit accepts that responses to a special census, unlike a decennial census, are voluntary and some respondents may choose to not answer some questions. When this happens, the Census Bureau will make every effort to collect as much information as possible. If the Census Bureau cannot obtain information directly from respondents, the Census Bureau will follow statistical procedures to assign the missing information based on information provided by people in the housing unit or from people from neighboring housing units.

The Governmental Unit also accepts that, to complete the count of the group quarters population, it may be necessary for the Census Bureau to obtain information for people residing in certain institutions (such as correctional facilities with security issues) from administrative records rather than from the respondents themselves. The Census Bureau will provide detailed statistical results to the Governmental Unit subject to limitations imposed by Title 13, United States Code, to protect the confidentiality of respondents.

The Census Bureau can only use the special census counts in the intercensal population estimates program if:

- (a) the entire area of a governmental unit is included in the special census,
- (b) the legal boundaries of the governmental unit correspond to those used in the Population Estimates program (boundaries legally in effect on January 1 of the estimates year), and
- (c) the boundaries are reported to the Census Bureau for processing by April 1 of the estimates year, and

- (d) final approved counts from the Special Census enumeration are ready by August 1 of the estimates year.

If a Governmental Unit requests a special census for only a portion of their area, they do so with the understanding that the results of this partial special census will not be included in any subsequent Census Bureau population estimates. The Governmental Unit shall accept as final the official population count and other statistical results when provided by the Census Bureau.

- b) The Governmental Unit is responsible for all costs of taking the special census including, but not limited to, appropriately furnished office quarters, total compensation of all field enumeration and supervisory personnel, compensation of Census Bureau headquarters and regional office personnel for time allocated to the special census, overhead for headquarters and regional offices, processing and tabulation of data, and all other costs attributable to taking the special census:
- i) The Governmental Unit shall update maps of the proposed census area in accordance with instructions provided by the Census Bureau. The Governmental Unit shall provide any certification of legal boundaries within the proposed census area as required by the Census Bureau. Once the Governmental Unit boundaries have been certified by the Census Bureau, these boundaries will become the official boundaries for the special census. Any annexations after the Governmental Unit has certified its boundaries will not be included in the special census. The special census will not be scheduled until these obligations have been completed to the satisfaction of the Census Bureau.
  - ii) The Governmental Unit shall supply, free of charge, satisfactory office quarters equipped with telephone(s), office furniture, photocopier, fax machine, and other equipment and furnishings as determined necessary and proper by the Census Bureau. These quarters must meet all security and confidentiality requirements as agreed to by the Census Bureau representative.
  - iii) In taking the special census, the Governmental Unit is directly responsible for recruiting and compensating all field personnel determined necessary by the Census Bureau for taking the special census. The Governmental Unit shall recruit sufficient qualified applicants for enumerators, crew leaders, and other positions as may be needed to complete the special census. Employees shall be selected for employment and separated under standards established by the Census Bureau, and shall take an oath or affirmation, as required, to protect the confidentiality of the information they collect. The Governmental Unit shall be responsible for all administrative operations relating to the reconciliation and payment of these employees.
  - iv) Notwithstanding the Governmental Unit's responsibility for recruitment and compensation, such field personnel shall be and remain employees of the Census Bureau, subject to all applicable federal, state, and local laws, including but not limited to those pertaining to the Equal Employment Opportunity Act and the Fair Labor Standards Act applicable to these employees, and shall complete and file any and all reports required thereunder. The Census Bureau reserves the right to reject any persons recommended by the Governmental Unit if such persons fail to meet the established employment standards.

In the event that sufficient suitable applicants are not furnished by the Governmental Unit for the necessary positions and the Census Bureau must expend funds to obtain applicants to fill the remaining positions, the Governmental Unit agrees to reimburse the Census Bureau for

those additional expenses. This will increase the costs estimated in (b)(v) and (b)(vi) below. In addition, if the Governmental Unit fails to provide sufficient suitable applicants, delays in completing the special census may occur.

- v) The Governmental Unit shall pay directly enumerators, crew leaders, and others hired locally to conduct the actual enumeration, at rates of pay fixed by the Census Bureau.
  - (1) The compensation of such enumerators, crew leaders, and others shall be paid to them directly by the Governmental Unit upon approval by the designated Census Bureau employee. The Governmental Unit shall pay or withhold from the compensation paid to the enumerators, crew leaders, and others locally employed all amounts necessary for Social Security, federal, state, and local income tax, continuation of pay, or other sums required to be paid or withheld by federal, state, or local laws. The amount necessary to cover these expenses, not including worker's compensation and continuation of pay, is estimated to be **\$10,364**. The Governmental Unit agrees that these funds will be available for disbursement upon approval of the designated Census Bureau employee.
  - (2) The Government Unit shall reimburse the Census Bureau for all funds expended by the Census Bureau resulting from payments to the Department of Labor under applicable federal workers' compensation and unemployment benefits laws.
  - (3) The Governmental Unit shall reimburse the Census Bureau and/or the United States for all funds expended in the processing, investigation and defense of all administrative and/or judicial claims regarding the actions of temporary employees arising from their employment pursuant to this Memorandum of Agreement (MOA). In addition, the Governmental unit agrees to indemnify the Census Bureau and/or the United States for any settlements and/or judgments incurred by the latter as a result of the actions of temporary employees arising from their employment pursuant to this MOA.
- vi) In addition to the salary expenses to be paid directly by the Governmental Unit to all temporary employees hired locally, the Governmental Unit agrees to pay all other expenses related to the taking of the special census, including but not limited to
  - (1) administrative and technical work performed by headquarters and regional personnel;
  - (2) printing and preparation of enumeration questionnaires and related materials;
  - (3) map preparation;
  - (4) tabulation expenses;
  - (5) the cost of the designated Census Bureau employee's salary, allowances for subsistence at the standard federal rate per day, traveling expenses, other reasonable and necessary expenses, and overhead and other charges applicable to these costs; and
  - (6) other incidental expenses incurred by the Census Bureau in completing the special census. Based on an estimate of the population of **798** the estimated cost for these services is **\$54,659**. A payment of that amount shall be furnished to the Census Bureau before any work on the special census is performed. The advance payment will be adjusted to actual costs and billing or refund made as appropriate. This payment is for Census Bureau costs referenced in this item and excludes those directly payable by the Governmental Unit under item (b)(v) above.
- vii) In accordance with (b)(vi), if actual cost exceeds the advance payment, the additional payment to the Census Bureau is due in full, 30 days from the date of the invoice. A late charge shall be imposed on the overdue amount for each 30-day period or portion thereof during which the remittance is due. The late charge will be based on a percentage rate equal

to the current value of funds to U.S. Treasury in accordance with Treasury fiscal requirements.

- c) Notwithstanding the Governmental Unit's direct payment of compensation, all temporary enumerators, crew leaders, and others hired locally to conduct the special census are employees of the Federal Government. Therefore, regarding the negligent or wrongful acts of any temporary employees arising from their employment pursuant to this MOA, any claims and/or litigation arising from said acts will be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (see section (b)(v)(3) herein regarding reimbursement and indemnification requirements).

## **5) Transfer of Funds**

On a periodic basis, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

## **6) Contacts**

Mr. Hector X. Merced  
Chief, Special Census Branch  
U.S. Census Bureau  
4600 Silver Hill Road  
Field Division  
Special Census Branch  
5H025  
Washington, D.C. 20233  
301-763-1429  
301-763-4066 Fax  
[hector.x.merced@census.gov](mailto:hector.x.merced@census.gov)

Mr. Sam Barghi  
Village of Deerfield  
850 Waukegan Road  
Deerfield, IL 60015  
847-719-7404  
847-945-0214 Fax  
[ssbarghi@deerfield.il.us](mailto:ssbarghi@deerfield.il.us)

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

## **7) Duration of Agreement, Amendments, and Modifications**

This agreement will become effective when signed by all parties. The agreement will terminate on **April 27, 2018**, but may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing **30 days** written notice to the other party. This agreement is subject to the availability of funds.

**8) Resolution of Disagreements**

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

**9) Termination Cost**

If the **Village of Deerfield** cancels the order, the Census Bureau is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total payment amount provided for under this agreement.

**FOR THE GOVERNMENTAL UNIT**  
BY:

\_\_\_\_\_  
NAME:                      DATE:  
TITLE:  
AGENCY:

**FOR THE CENSUS BUREAU**  
BY:

\_\_\_\_\_  
Albert E. Fontenot, Jr.    DATE:  
Acting Chief, Field Division  
Bureau of the Census



May 2, 2016

Mr. Sam Barghi  
Village of Deerfield  
850 Waukegan Road  
Deerfield, IL 60015

Dear Mr. Barghi:

This letter acknowledges receipt of your payment in the amount of \$200 for a cost estimate for a **Partial Special Census of Village of Deerfield, Illinois.**

The estimated total cost of a **Partial Special Census of the Village of Deerfield**, based on your population estimate of **798** persons, and the specific census blocks you have identified is **\$65,023**. Of this amount, **\$54,659** is paid to the Census Bureau in advance and **\$10,364** is held by the **Village of Deerfield** to pay local persons who work on the Special Census.

We are enclosing two copies of the Memorandum of Agreement (MOA) for the Special Census. Please read the MOA carefully, giving particular attention to the Terms and Conditions section, which outlines the responsibilities of all the parties involved.

As indicated in Terms and Conditions b (iii), the Governmental Unit is directly responsible for recruiting and compensating all field personnel determined necessary by the Census Bureau for taking the Special Census. The cost of the Special Census could increase significantly if sufficient applicants are not provided due to the additional costs associated with recruiting additional applicants.

It will be necessary to have an authorized local official sign and complete **both** copies of the MOA in the section designated "**FOR THE GOVERNMENTAL UNIT.**" If you would like us to begin working on your Special Census, please forward payment in the amount of **\$54,659** made payable to Commerce-Census, and mail both signed copies of the MOA via a **traceable** method to the following address:

**U.S. Census Bureau  
Finance Division  
ATTN: Receipts Team  
CENHQ FIN 2K106D  
4600 Silver Hill Road  
Washington, DC 20233**

**Note:** By presenting your check, you authorize the conversion of your check into an electronic funds transfer. Your check is voided and destroyed by the Census Bureau and you will not receive the original check back from your financial institution. If the electronic funds transfer cannot be processed for technical reasons, you authorize us to process the copy of your original check. This cost estimate is valid for six (6) months from the date of this letter.

Earlier you provided a list of census tracts and blocks you want included in your Special Census. We are including a Census 2010 block map that outlines these areas, along with an associated census tract and block list of these same areas. This will allow you to clearly see your Special Census area on your jurisdiction's census map and ensure that we have accurately identified the area you want enumerated.

After receiving this package, please contact Mr. Hector Merced in the Special Census Branch at 301-763-1429 to verify the accuracy of the defined Special Census area or to advise us of needed changes. If changes are required to the area that has been designated as the area you want enumerated, these changes should be discussed with the Special Census Branch before you sign the MOA because it may alter your cost estimate and require changes to the MOA.

Approximately three weeks after we receive your payment and signed MOA, you will receive another set of census maps for your jurisdiction with specific instructions to provide updates for current corporate boundaries. It is important that you review these maps and delineate the current boundaries of your jurisdiction and return them within one week.

Ordinances and plats are required for annexations. The enclosed maps showing the area containing the census tracts and blocks you want included in the **partial** Special Census will be used in conjunction with maps showing your corporate boundaries to prepare all maps and geographic files required to conduct your Special Census. Questions regarding corporate limits and the specific census tracts and blocks to be included in your **partial** Special Census must be resolved before the Special Census begins.

Total time needed to complete your Special Census and provide official census statistics is approximately 9-10 months from the time we receive the MOA and partial payment. Preparatory work takes approximately three (3) months, enumeration averages about one (1) month, and data processing takes about three (3) months. Providing official data within 9-10 months of receiving a signed MOA assumes that all mapping updates from the governmental unit are returned within the requested time frame and the list of the census tracts and blocks to be included in your Special Census, as identified on the enclosed map, are accurate and verified by you before signing the MOA.

We cannot guarantee the delivery of the official census statistics on a specific date. However, we will make every effort to deliver the data as soon as possible after enumeration is complete. If you require the official census statistics on or before a specific date, please contact us before signing the MOA to discuss the feasibility of meeting this deadline. Please note that the Census Bureau will provide the Special Census data to any federal, state, or local governmental office, or other individual upon receipt of a written request.

Enclosed is a prefilled Customer Registration Form with the exception of our Tax Identification Number (TIN). In Section D2, Non-Federal Customers, please insert your TIN. After completion, please fax to the Table Maintenance Team (TMT) as instructed on the form.

If you have any questions or require further information, please contact the Special Census Branch at 301-763-1429 or fax 301-763-4066.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Fontenot, Jr.', with a long horizontal flourish extending to the right.

Albert E. Fontenot, Jr.  
Acting Chief, Field Division

Enclosures



**VILLAGE OF DEERFIELD  
LAKE AND COOK COUNTIES, ILLINOIS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION SUPPORTING DEERFIELD 9-1-1 CENTER'S WAIVER  
FROM CONSOLIDATION MANDATE OF PUBLIC ACT 99-0006**

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**WHEREAS**, Public Act 99-006 requires 9-1-1 centers serving communities with a population less than 25,000 to consolidate; and

**WHEREAS**, the Deerfield 9-1-1 Center, serving the communities of Deerfield, Bannockburn, and Riverwoods, has for years been a consolidated center serving a night-time population of more than 24,000 and a daytime population nearly twice that size with up-to-date 9-1-1 technology; and

**WHEREAS**, consolidation of the Deerfield 9-1-1 Center poses a threat to public safety, is economically unreasonable, and is a waste of public resources.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, that the Village of Deerfield fully supports the Deerfield 9-1-1 Center's request for a waiver of the consolidation mandate of Public Act 99-006 and urges the Office of the Statewide 9-1-1 Administrator to support and grant the waiver.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Village President

ATTEST:

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

## REQUEST FOR BOARD ACTION

**Agenda Item:** 16-66

**Subject:** Appeal of the Appearance Review Commission's Decisions to Deny Three Building Elements and Request for an Additional Landscape Island for Portillo's, 700 Lake Cook Road

**Action Requested:** Consideration of Appeal

**Originated By:** InSite Real Estate LLC, Dan Uebelhor Project Manager Portillo's

**Referred To:** Mayor and Board of Trustees

### **Summary of Background and Reason for Request:**

On May 23, 2016, the Appearance Review Commission (ARC) conducted a final review of the Portillo's proposal for building and site improvements to 700 Lake Cook Road. The Appearance Review Commission denied three of the proposed building elements: the illuminated diamond shaped sign cabinets, the mural, and the perimeter LED strip lighting. Also, the ARC required the petitioner to add one landscape island with a tree to the westernmost row of parking stalls. The Portillo's petitioners do not agree with the ARC's decisions, and therefore, they are requesting the Board of Trustees to overturn the four items (as stated above) that the ARC has denied.

### **Report and Documents Attached:**

Letter of Appeal from Dan Uebelhor, Project Manager, InSite Real Estate, LLC, dated June 12, 2016  
Memorandum from Jean Spagnoli, Village Planner regarding Appeal of ARC's Decisions, dated June 9, 2016  
Minutes from Appearance Review Commission meeting held on May 23, 2016 (Portillo's portion)  
Petitioner's drawings of the diamond shaped sign cabinet with the LED strip lighting  
Petitioner's rendering with the mural shown  
Petitioner's landscape plan with requested landscape island indicated

**Date Referred to Board:** 6-20-2016

**Action Taken:** \_\_\_\_\_

June 12, 2016

Kent Street, Village Manager  
Village of Deerfield  
850 Waukegan Road  
Deerfield, Illinois 60015

**Re: Portillo's Restaurant – 700 W Lake Cook Road**

Dear Mr. Street,

Thank you for your time and consideration at the June 6<sup>th</sup> Board meeting, and for the support we have received from the Village of Deerfield thus far. We are excited about becoming part of the community.

Our Final ARC review meeting was held on May 23<sup>rd</sup>, and based on the results and feedback from that meeting, we are appealing several of the ARC's comments regarding the building architecture and site plan. This letter serves to formally request the Board to consider these appeals at the scheduled Board of Trustees meeting on June 20<sup>th</sup>, 2016.

The items we are appealing and associated justifications are as follows:

**1. Diamond shaped building and architectural elements on the East and West elevations**

- These building elements are not defined as signs and are not a code violation. The ARC was not in favor of these elements based on personal preference, and not the enforcement of building or design code. Portillo's is very proud of the uniqueness of the building design and elements that are true to the theme.

**2. Front Entrance Mural**

- Building murals are not regulated or defined under the ordinance as signage, and therefore are not a code violation. The ARC was not in favor of the mural, again, based on personal preference of the content as well as the concept. This does not fall under the code enforcement and is truly a signature feature that Portillo's has on the majority of the restaurants. The content is also true to the overall 70's theme of the building exterior and interior aesthetics.

**3. Site Parking/Additional Landscape Island**

- The ARC requested that an additional landscape island be added near the western edge of the parking field. We are appealing this request as it is not required per the landscape or parking ordinance and is not a code enforcement issue. We are providing significantly more landscaping than what is currently provided and the particular island separating our parking lot from the office parking lot to the west, contains 2 Lilac trees, 2 Autumn Blaze Maples, and substantial plantings of New Jersey Tea and Yew shrubs. This replaces the 4 dead trees that are currently in this area. Additionally, the office parking lot to the West does not include any island landscaping compared to 4 landscaped islands in our lot and a total of 13 trees. Maximizing parking is critical to Portillo's operations and based on the current landscaping being provided, we do not agree to losing additional spaces unless a code deficiency is involved.

**4. Building perimeter LED**

- While this lighting is typically discouraged within the Village, it is not a code enforcement issue. The ARC was not in favor of this lighting element based on personal preference. Modifications were made, at the request of the ARC, to conceal the light source from direct view, so that the lights are not overly bright or intrusive to neighboring properties. The unexposed lights are a pleasant architectural feature, casting a subtle, attractive glow around the edge of the building.

# InSite

Thank you in advance for your consideration in this matter. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Uebelhor". The signature is fluid and cursive, with the first name "Dan" being more prominent than the last name "Uebelhor".

Dan Uebelhor, Project Manager  
InSite Real Estate, LLC

# Memorandum

To: Kent Street, Village Manager  
From: Jean Spagnoli, Planner  
Date: June 9, 2016  
Subject: Appeal of ARC decisions, Portillo's, 700 Lake Cook Road

On May 23, 2016, the Appearance Review Commission conducted a final review of the Portillo's proposal for 700 Lake Cook Road (minutes attached). Representing Portillo's at the meeting were: Sherri Abruscato, Chief Operating Officer Portillo's; Jarrett Jensen, President Jensen & Jensen Architects; Walter Sydor, Architect Portillo's; Jeffery Atkins, Mercury Studios, Inc; Shawn Benson, Engineer Wight & Company; Eric Pedersen, Project Management Director InSite Real Estate, LLC; Robert Whitehead, President Olympic Signs Inc.

The Appearance Review Commission denied three (3) proposed building elements. Also, the ARC approved the landscape plan with one (1) additional item, which the petitioner does not agree with. Therefore, the petitioner is requesting to appeal four (4) of the ARC's decisions. They are as follows:

## **1. DIAMOND SHAPED SIGN CABINETS**

Proposed for the east and west building elevations are four contiguous illuminated sign boxes (432 sq.ft.). Although the cabinets are no longer considered signage because the words (Beef, Burgers, Salads, Shakes) were removed, they still function as signage. They are not part of the architecture, but added onto the building. The illuminated diamond cabinets are non-structural and non-functional elements designed to attract attention such as a sign, and therefore, the ARC finds the illuminated sign cabinets not appropriate.

## **2. MURAL**

Proposed on the north elevation over the entrance is a mural. The ARC found the proposed mural not to be appropriate for the building. Three of six ARC members found the concept of a mural in this location to be appropriate, but objected to the content. They found the proposed mural difficult to understand and do not believe the content reflects Portillo's chosen theme, the 1970s. Other ARC members found the mural an unnecessary component only used to attract attention (such as a sign) adding nothing to the building's architecture.

### **3. LED STRIP LIGHTING**

Proposed is to outline the entire perimeter roof line with an Amber/yellow colored reverse LED (light emitting diode) light strip. The factors for evaluation in the Appearance Code include architectural character and compatibility which the ARC believes are severely compromised by this addition. Perimeter lighting that outlines the expanse of a building or a specific building feature/element that is meant to draw attention to the structure, such as signage is meant to do, will not be allowed by the ARC. Others have requested the same and never has the ARC granted approval. Holiday decorations are the only exception, and many times I need to remind property owners that the holiday is over and it is time to remove the lights.

### **4. LANDSCAPE ISLAND WITH TREE**

In the ARC's motion to approve the landscaping plan, the ARC added an additional landscape island with a tree be added in the middle of the westernmost row of 25 consecutive parking stalls. Portillo's required parking count is 117 stalls and proposed is 124 parking stalls. With 7 extra parking stalls, the ARC believes the loss of one parking space is worth the addition of an island with a tree which will visually help break up the mass of pavement. The ARC believes interior landscape islands should be provided if there are more than 12 consecutive parking stalls in a row.

Portillo's has established branding to promote their identity; the Village of Deerfield also has a brand (Deerfield's character) and we need to preserve our community's character. The Appearance Code provides ample opportunities for a business to identify themselves so that they can succeed while insuring the most desirable built environment for the residents of Deerfield.

Over the years, the ARC has been consistent in their interpretation of the Appearance Code standards administering them fairly and consistently for all petitioner. If these appeal items were to be granted, precedencies would be set that would alter Deerfield's character forever.

Therefore, the Appearance Review Commission, based on the Deerfield Appearance Code and their evenhandedness in applying the Code, has denied the request of the Portillo's petitioners (future property owner InSite Real Estate LLC and the business owner Portillo's) to approve the project plans as submitted. The ARC recommends that the Board of Trustees not grant approval of three building elements; the illuminated diamond shaped sign cabinets, the mural, and the perimeter LED strip lighting. Also, require the petitioner to add one landscape island with a tree to the westernmost row of parking stalls.

Attached:

- May 23, 2016 ARC minutes, section regarding Portillo's
- Petitioner's drawings of the diamond shaped sign cabinets with the LED strip lighting
- Petitioner's rendering with the mural shown
- Petitioner's landscape plan with requested landscape island indicated

Appearance Review Commission

Meeting Minutes

May 23, 2016

A meeting of the Appearance Review Commission was held on Monday, May 23, 2016 at 7:00 p.m. at the Village Hall Conference Room, 850 Waukegan Road, Deerfield, Illinois. Chairman Dick Coen called the meeting to order at 7:05 p.m.

Present were

Dick Coen, Chairman  
Beth Chaitman  
Lisa Dunn  
Sherry Flores  
Jason Golub  
Elizabeth Low

Absent was:

Daniel Moons

Also Present:

Jean Spagnoli, Village Planner  
Jeri Cotton, Secretary

Public Comment:

There was no Public Comment.

Business:

4. Portillo's, 700 Lake Cook Road – New Construction, final review

Sherri Abruscato, Portillo's, Jarret Jensen, president Jensen & Jensen Architects, Walter Sydor with Portillos, Jeffery Atkins with Mercury Studios Inc., Shawn Benson, project manager with Wight Company, Eric Pedersen, project manager with InSite and Robert Whitehead with Olympic Signs were present.

Mr. Jensen discussed the proposed changes, which will benefit the project while accommodating most of the Commission's requests. Mr. Jensen explained they removed the signage off the diamond soffit panels making them architectural features rather than signage on the east and west elevations. On the north elevation, the Portillo's sign was centered vertically and the gooseneck fixtures were lowered. Mr. Atkins noted the sign is now 3' above the roof deck. Mr. Jensen noted on the south elevation, which faces Lake Cook Road, they created a nicer stone feature for the corporate logo. They incorporated "barn door features" to break up the elevation. The color ties into the drive-thru elevation and decorative concrete fence and screening.

They removed the words, "A Chicagoland Tradition" above the entry door on the north elevation. Mr. Adkins noted the bumped out wall on the north elevation was enlarged by 4 feet in length. He indicated the height did not change, but the width increased.

Ch. Coen was pleased to see the cleaner, more concise signage. The commissioners discussed the proposed signage. They discussed the monument sign, which the Board approved the modifications. The base of the sign will be made from aluminum, and will be painted to match the BR1 brick color from the main field. Mr. Golub noted the Commission requested the base be constructed from brick rather than aluminum. Mr. Atkins agreed. Mr. Whitehead indicated the background diamond behind the "Portillo's" would be removed from the ground sign. Ms. Flores questioned why the green drop shadow was removed. Mr. Whitehead explained they would have a green trim.

Mr. Golub moved to approve the Portillo's Monument Sign at 700 Lake Cook Road as submitted with the following changes: the base will be made of brick and the diamond background would be omitted. Ms. Low seconded the motion. The motion passed by the following vote:

AYES: Coen, Chaitman, Dunn, Golub, Low (5)

NAYS: Flores (1)

The commissioners discussed the proposed directional signs. Mr. Whitehead explained the signs will be 2 square feet and illuminated. He indicated the diamond background would be removed. Ms. Flores thinks the stop sign should have a red background. She believes the signs look too similar and the stop sign should be more noticeable. Mr. Whitehead explained this sign would be for patrons coming from the drive-thru and would be located right in front of vehicles. Mr. Pedersen explained there would be striping as well. The commissioners agreed. Mr. Atkins agreed. Mr. Jensen noted they could paint "Stop" on the pavement, if desired. Ms. Flores suggested the stop sign have a red background with light khaki letters stating "Stop" and "Thank You."

Ms. Low moved approval of the directional signs for Portillo's as presented with the change that the Stop Thank You sign would have a red background and khaki lettering. The diamond shape would be removed from the background of all directional signs.

Ms. Chaitman seconded the motion. The motion passed by the following vote:

AYES: Coen, Chaitman, Dunn, Flores, Golub, Low (6)

NAYS: None (0)

The commissioners discussed the proposed drive-thru menu signage. The commissioners did not have any changes. Ms. Dunn moved to approve the proposed drive-thru menu signage as shown. Ms. Flores seconded the motion. The motion passed by the following vote:

AYES: Coen, Chaitman, Dunn, Flores, Golub, Low (6)

NAYS: None (0)

The commissioners discussed the proposed illuminated diamond displays. Ms. Chaitman questioned whether the diamonds would be considered decorative, as there is no longer signage. Ms. Spagnoli confirmed that they are no longer considered a sign. Mr. Whitehead explained the sign cabinet would have a wave background with an illuminated LED halo along the edge. Mr. Whitehead confirmed the light source would not be visible. Ms. Flores asked about the colors. Mr. Whitehead indicated they would have both red and burgundy. Mr. Adkins suggested making the edges black, rather than burgundy, to match the light fixtures. Mr. Whitehead noted they are suggesting two red colors, but would change the stars to the PMS 187 red so there would be only one red. Ms. Low noted there are two beige colors as well. Mr. Whitehead noted they could make the background solid khaki. Mr. Atkins does not believe the waves will read as two colors. Ch. Coen, Ms. Dunn and Ms. Flores would not be in favor of this building element. Ms. Flores believes the stars appear more 50s than 70s, and this is a 70s theme restaurant. Ms. Low is not a fan of the diamonds, but believes they break up the blank wall. Ms. Flores agrees. She would prefer something other than the stars in the diamonds. Ms. Low would not be in favor of a sign with five colors. Mr. Atkins suggested changing the green band to black, so the diamond elements would now be four colors. Ms. Chaitman agreed that something is needed on this facade, but would not prefer the diamonds. Mr. Golub questioned where the diamond shape came from. M. Atkins explained the diamond shape comes from the inside of the building. Mr. Golub believes the diamonds are too large. Ms. Low could live with this building element. Ms. Chaitman is okay with this building element.

Ms. Low moved to approve the diamond shape building elements as presented with the following changes: The burgundy and green would be changed to black. The sign would have concealed halo illumination. The red stars will be one color, PMS 187 red solid. Ms. Chaitman seconded the motion. The motion did not pass by the following vote:

AYES: Low, Chaitman (2)

NAYS: Coen, Dunn, Flores, Golub (4)

The commissioners discussed the west elevation Portillo's sign. Ms. Spagnoli noted the 84 square foot sign was approved by both the Board of Trustees and the Appearance Review Commission. The commissioners discussed the east elevation sign.

Ms. Dunn moved to approve the east and west elevation signage as submitted with red lettering on a green background. Mr. Golub seconded the motion. The motion passed by the following vote:

AYES: Coen, Chaitman, Dunn, Flores, Golub, Low (6)

NAYS: None (0)

The commissioners discussed the proposed north elevation, which shows an 84 square foot sign. The proposed south elevation signage is larger, because of the Beef Burgers

and Salads. Ms. Spagnoli indicated the Board of Trustees granted a variation on the size and sign height.

Ms. Chaitman moved to approve the Portillo's exterior signage dated April 20, 2016 or the north and south elevations as submitted. Ms. Flores seconded the motion. The motion passed by the following vote:

AYES: Coen, Chaitman, Dunn, Flores, Golub, Low (6)

NAYS: None (0)

The commissioners discussed the proposed mural. Ms. Dunn is not in favor of the mural. She does not believe the image can be understood. Ms. Chaitman is not in favor of the mural. She questioned how the mural reads as 1970s. Ms. Low would not have selected the mural content. She would be in favor of a different mural. Ms. Flores likes the idea of a mural but does not believe the chosen mural depicts the 1970s. Mr. Golub agreed with Ms. Flores and Ms. Low.

Mr. Golub moved to approve the art mural as shown above the front entry on the north elevation as proposed. Ms. Chaitman seconded the motion. The motion did not pass by the following vote:

AYES: None (0)

NAYS: Coen, Chaitman, Dunn, Flores, Golub, Low (6)

The commissioners discussed the proposed colors, materials and furnishings. The commissioners questioned where the BR-3 Ebonite would be on the building. Mr. Atkins explained the Ebonite would be the accent bands. It would be a single row between four or five bands of brick. Mr. Adkins noted the door frames are green and the doors would be painted black magic. Ms. Low would prefer the color palate to be more streamlined. The other commissioners are okay with the proposed colors and materials. The commissioners discussed the proposed furnishings. Ms. Dunn would prefer green umbrellas. Ms. Low likes the red umbrellas as it ties in with the signage. Ch. Coen confirmed the outdoor furnishing would be stored offsite. Ms. Low ensured the outdoor seating is ADA compliant.

Ms. Dunn moved to approve the color palate as presented with color 7020 as Black Magic rather than Black Fox. Ms. Flores seconded the motion. The motion passed by the following vote:

AYES: Coen, Chaitman, Dunn, Flores, Golub, Low (6)

NAYS: None (0)

Ms. Low moved to approve the outdoor patio furniture as presented including red 7' market umbrellas, 11 resin table tops, 44 aluminum frame chairs and black powder coated table aluminum table bases. Ms. Flores seconded the motion. The motion passed by the following vote:

AYES: Coen, Chaitman, Flores, Golub, Low (5)

NAYS: Dunn (1)

The commissioners discussed the photometric plan. Ch. Coen was a bit concerned as some of the illumination levels are lower. The uniformity ratio, however, is good.

Ms. Chaitman moved to approve the photometric plan for Portillo's at 700 Lake Cook Road dated February 24, 2016. Ms. Flores seconded the motion. The motion passed by the following vote:

AYES: Coen, Chaitman, Dunn, Flores, Golub, Low (6)

NAYS: None (0)

The commissioners discussed the proposed parking lot Quattro fixture with a square head. They did not have any changes and were in favor of the proposed fixture.

The commissioners discussed the proposed landscaping plan. Ch. Coen noted the commissioners previously discussed adding a landscape island on the west side. He indicated there is a block with 25 uninterrupted parking spaces. Mr. Jensen believes they have presented a luxurious landscape plan. The commissioners believe the petitioners should add a landscape island. Ms. Flores is in favor of removing the diseased trees. Ms. Low expressed concern about the perimeter trees getting hit by the elements. Ms. Golub asked about the irrigation. The petitioners will confirm the irrigation. Mr. Pedersen noted there are site constraints. Ms. Low asked about depicting the bed lines, grass and mulch.

Mr. Golub noted the planting area to the west of the drive-thru should have plantings. Mr. Benson explained they have grasses in that area.

Ms. Low moved to approve the landscape plan as presented on sheet L1.00 with the addition of an additional landscape island in the middle of the west parking aisle. The landscape island will have a tree. Ms. Flores seconded the motion. The motion passed by the following vote:

AYES: Coen, Chaitman, Dunn, Flores, Golub, Low (6)

NAYS: None (0)

Ch. Coen noted there is a transformer shown on the west side of the building. There should be landscaping around the transformer. Mr. Benson explained they added shrubs around the transformer. Ms. Spagnoli will need an updated landscaping plan.

The commissioners discussed the proposed site plan on sheet C2.0. Mr. Benson noted the site plan did not change and the traffic flow is the same. Ms. Flores expressed concern about the cut-thru traffic. Mr. Jensen explained they discussed the cut-thru traffic at the Village Board meeting. Ms. Abruscato explained once they open, it will not

be as easy for cut-thru traffic. Ms. Low noted the additional landscape island would need to be added to the site plan. Mr. Golub previously requested the trash enclosure be moved. He questioned whether the petitioner would be ok with a 28x28'x8'h trash enclosure in front of their property.

The commissioners discussed the proposed outdoor seating area. Ms. Low expressed concern because of one table is outside the fence. Ms. Abruscato explained they would remove the table if it creates an issue.

The commissioners discussed the proposed trash enclosure with a decorative sheet metal plant box. Ch. Coen noted the color palate and materials are the same as what is on the building. Ms. Low asked if there would be plantings in the winter. Mr. Jensen explained they would not have plantings in the winter. Ms. Low noted the planters would match the brick.

Mr. Atkins noted the ghost signs have been removed from the building. Ch. Coen is not a fan of the false painted wood doors on the side of the building. Ms. Low noted the commissioners recommended windows. Mr. Atkins explained there are inset openings within the brick that were added when the ghost signage was removed. Ms. Dunn and Ms. Chaitman are not in favor of the barn doors. Ch. Coen does not know whether the barn doors add to the building and believes they may distract.

The commissioners discussed the light fixtures. Mr. Adkins explained the up and down light fixtures are for the south elevation. The goose neck fixtures would not be located high on the building; rather, they would be placed at 15'6". Ms. Low questioned whether the signs are illuminated. Mr. Adkins explained the signs are illuminated, but the fixtures highlight the sides of the sign. Ms. Low believes there is too much illumination on this portion of the building. Mr. Jensen explained the lights are very subtle. Mr. Adkins explained the down lights have 17 watt LED lamps and the up lights have 12 watt LED lamps. The commissioners discussed the proposed utility light. Mr. Adkins explained the light would be black.

The commissioners discussed the west elevation. Ms. Flores asked about the sun shades. Mr. Jensen explained the sun shades are like a louver, with vertical slats. Ch. Coen questioned why the north elevation entrance structure is angled and vertical. He is not in favor of having both an angled and a vertical corner. The other commissioners are okay with having both. Mr. Golub ensured the back side of the tower elements would be colored rather than white. Mr. Jensen explained the back side would be made to fade away.

The commissioners discussed the perimeter lighting around the building. Mr. Adkins explained the lighting housing would be painted to match the brick and would have a subtle glow at night. Ms. Low questioned what the Sign Ordinance states. Ms. Spagnoli noted the outlining of an entire building roof line has never been approved by the Commission in the past. Ms. Dunn would not be in favor of this lighting concept. Ms. Low indicated the Appearance Code discourages this type of illumination. Ms.

Flores, Ms. Chaitman and Mr. Golub agreed, and believe this would set a precedent in the Village.

Ms. Low moved to approve the reverse fascia LED lighting as presented. Ms Chaitman seconded the motion. The motion did not pass by the following vote:

AYES: None (0)

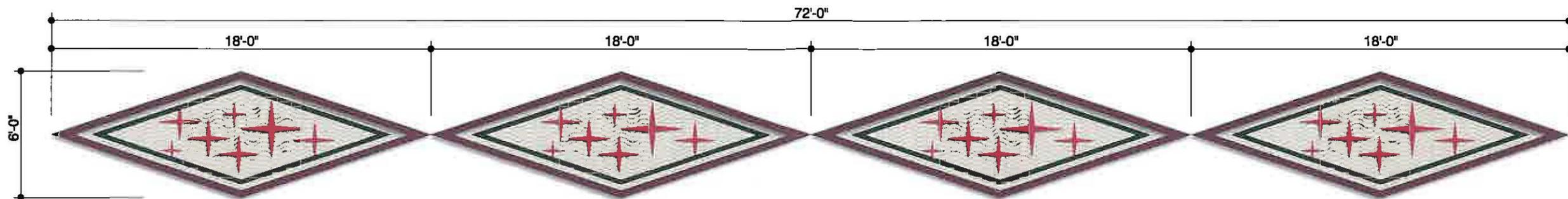
NAYS: Coen, Chaitman, Dunn, Flores, Golub, Low (6)

Ms. Dunn moved to approve the elevations as presented with the exception of what has been discussed. Ms. Low seconded the motion. The motion passed by the following vote:

AYES: Coen, Chaitman, Dunn, Flores, Low (5)

NAYS: Golub (1)

The commissioners discussed the roof plan. Ch. Coen noted the back side of the parapets would be painted so they fade away.

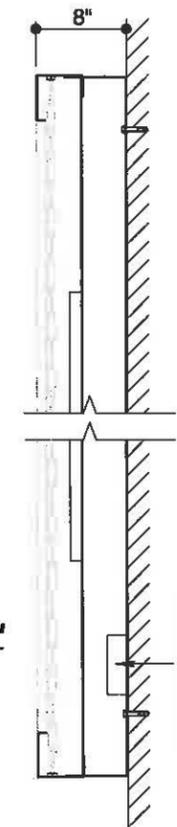


**E5 E6**

**S/F COVE LED ILLUMINATED DISPLAYS 3/16" = 1'-0"**

2 SETS REQUIRED / EAST & WEST ELEVATIONS

ALUMINUM CABINET & COVE TYPE RETAINERS, PMS #195  
 BURGUNDY PAINTED FINISH. COVE LIT W/ WHITE LED.  
 RECESSED ALUMINUM FACE W/ PMS 454, 452 & PMS 3435  
 DK GREEN DIGITALLY PRINTED VINYL APPLIED BKGD.  
 1" THICK F.C.O. CLEAR PLEX STARS, PAINTED PMS #187 RED.



**SECTION THRU DETAIL 3/4" = 1'-0"**

**OLYMPIC  
SIGNS**

account representative / client  
 R WHITEHEAD /  
 1130 N. Garfield  
 Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120

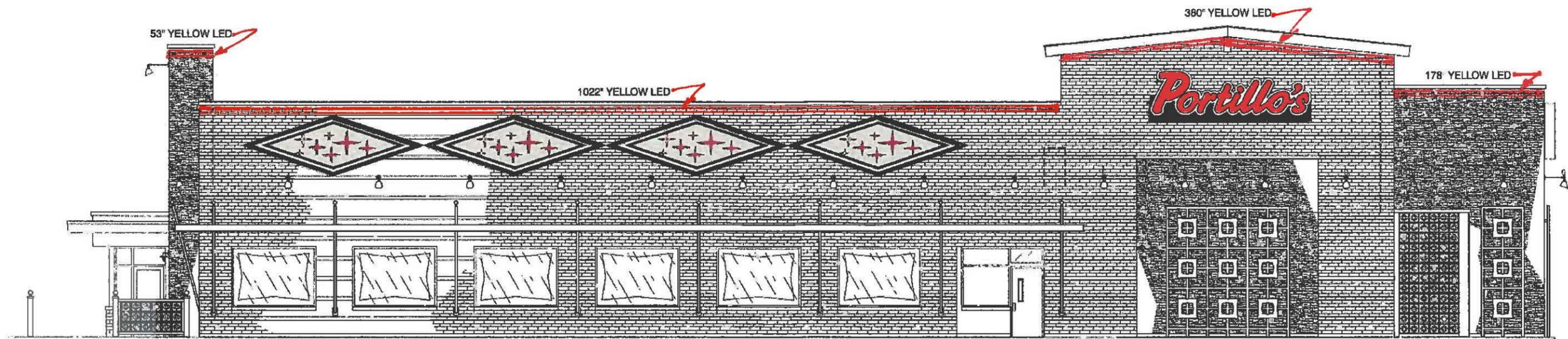
**Portillo's**  
 LAKE COOK & DEER LAKE RDS. DEERFIELD, IL

drawn by  
 JOHN W

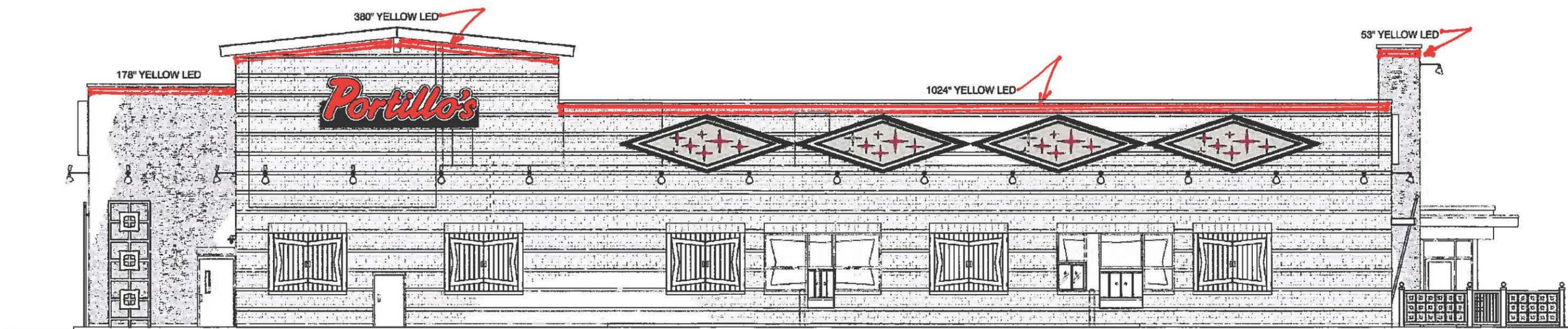
• job#: 16-6357  
 • 2-24-16  
 • rev.# 3-30-16

Comments:

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**WEST ELEVATION / SIGN LOCATIONS 3/32" = 1'-0"**



**EAST ELEVATION / SIGN LOCATIONS 3/32" = 1'-0"**

**OLYMPIC  
SIGNS**

account representative / client  
R WHITEHEAD  
1130 N. Garfield  
Lombard, IL 60148 Ph.# 630.424.6100 Fx.# 630.424.6120

**Portillo's**

LAKE COOK & DEER LAKE RDS. DEERFIELD, IL

drawn by  
JOHN W

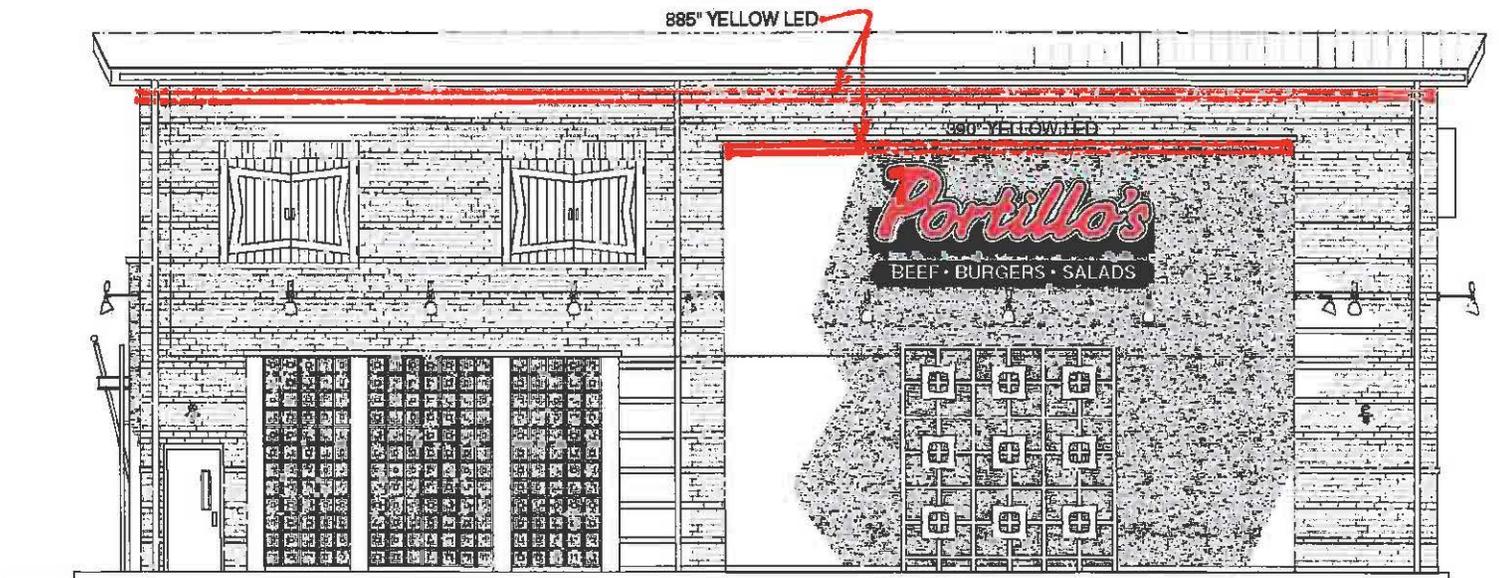
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***NORTH ELEVATION / SIGN LOCATION 3/32" = 1'-0"***



***SOUTH ELEVATION / SIGN LOCATION 3/32" = 1'-0"***

drawn by  
JOHN W

- job#: 16-6357
- 2-24-16
- rev.# 4-20-16

Comments:

**WWW.OLYSIGNS.COM**



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**Jensen & Jensen**  
Architects, P.C.

NEW PORTILLO'S RESTAURANT FOR  
Portillo's Hot Dogs, LLC  
700 Lake Cook Rd. (at Deer Lake Rd.)  
Deerfield, IL

COLOR  
PERSPECTIVE

date	description
3/17/06	
4/26/06	

Drawn by:  CML

Site:  02.24.06

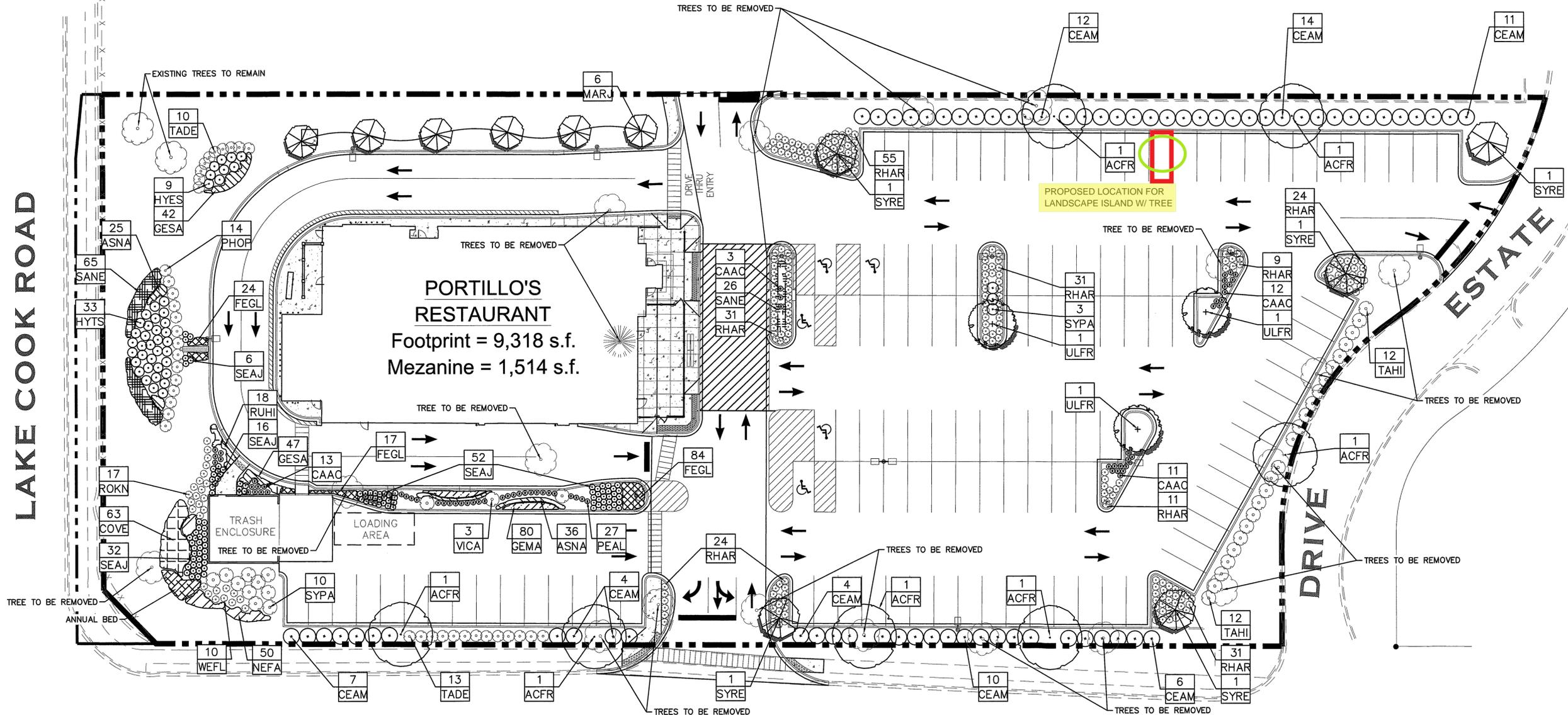
Scale:

Job no.

Sheet  of

S:\Darien\insite\01-5577-01 Portillos - Deerfield\DWG\CD\1.00 Landscape Plan.dwg devans May 05, 2016 2:47:51 pm  
 Wight © Copyright 2016 All rights reserved. No part of these documents may be reproduced, stored, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior written consent of Wight.

LAKE COOK ROAD



**PORTILLO'S RESTAURANT**  
 Footprint = 9,318 s.f.  
 Mezzanine = 1,514 s.f.

DEER LAKE ROAD

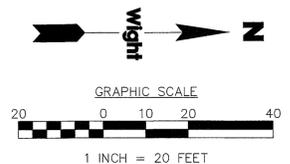
QTY	KEY	Botanical Name	Common Name	Size	Root	Spacing
<b>PLANT SCHEDULE</b>						
<b>SHADE TREES</b>						
7	ACFR	<i>Acer Freemanii</i> 'Autumn Blaze'	Autumn Blaze Maple	3" caliper	B&B	as shown
3	ULFR	<i>Ulmus</i> 'Frontier'	Frontier Elm	3" caliper	B&B	as shown
<b>ORNAMENTAL/ EVERGREEN TREES</b>						
6	MARJ	<i>Malus</i> 'Red Jewel'	Red Jewel Crabapple	2"	B&B	as shown
5	SYRE	<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Lilac Tree	2.5"	B&B	as shown
<b>SHRUBS</b>						
68	CEAM	<i>Ceanothus americanus</i>	New Jersey Tea	36"	B&B	as shown
9	HYES	<i>Hydrangea macrophylla</i> 'Endless Summer'	Endless Summer Hydrangea	24"	B&B	as shown
33	HYTS	<i>Hydrangea macrophylla</i> 'Twist-n-Shout'	Twist-n-Shout Hydrangea	24"	B&B	as shown
14	PHOP	<i>Physocarpus opulifolius</i> 'Dart's Gold'	Dart's Gold Ninebark	36"	B&B	as shown
216	RHAR	<i>Rhus aromatica</i> 'Gro-Low'	Gro-Low Fragrant Sumac	#3	cont.	as shown
17	ROKN	<i>Rosa x 'Radtko'</i>	Double Knock Out Rose	#5	cont.	as shown
13	SYPA	<i>Syringa patula</i> 'Miss Kim'	Miss Kim Lilac	36"	B&B	as shown
23	TADE	<i>Taxus x media</i> 'Densiformis'	Dense Spreading Yew	24"	B&B	as shown
24	TAHI	<i>Taxus x media</i> 'Hicksii'	Hicks Yew	24"	B&B	as shown
3	VICA	<i>Viburnum x carlicephalum</i>	Fragrant Snowball Viburnum	36"	B&B	as shown
10	WEFL	<i>Weigela florida</i> 'Alexandra'	Wine & Roses Weigela	#5	cont.	as shown
<b>PERENNIALS &amp; GRASSES</b>						
61	ASNA	<i>Aster novae-angliae</i> 'Vibrant Dome'	Vibrant Dome Aster	#1	cont.	as shown
39	CAAC	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	Feather Reed Grass	#2	cont.	as shown
63	COVE	<i>Coreopsis verticillata</i> 'Zagreb'	Threadleaf Coreopsis	#1	cont.	as shown
125	FEGL	<i>Festuca glauca</i> 'Elijah Blue'	Elijah Blue Fescue	#1	cont.	as shown
80	GEMA	<i>Geranium malcolatum</i> 'Expresso'	Expresso Cranesbill	#1	cont.	as shown
89	GESA	<i>Geranium sanguineum</i> 'Max Frei'	Max Frei Bloody Cranesbill	#1	cont.	as shown
50	NEFA	<i>Nepeta x faassenii</i> 'Walkers Low'	Walkers Low Catmint	#1	cont.	as shown
27	PEAL	<i>Pennisetum alopecuroides</i> 'Hamel'	Dwarf Fountain Grass	#3	cont.	as shown
18	RUHI	<i>Rudbeckia hirta</i> 'Black Eyed Susan'	Black Eyed Susan	#1	cont.	as shown
91	SANE	<i>Salvia nemarosa</i> 'East Friesland'	East Friesland Meadow Sage	#1	cont.	as shown
106	SEAJ	<i>Sedum</i> 'Autumn Joy'	Autumn Joy Stonecrop	#1	cont.	18" o.c.

**PERENNIAL LEGEND**

- WALKERS LOW CATMINT
- THREADLEAF COREOPSIS
- ELIJAH BLUE FESCUE
- MEADOW SAGE
- EXPRESSO CRANESBILL

**LANDSCAPE NOTES:**

- ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED WITH TOPSOIL (MIN. 6" DEPTH), PERMANENT GRASS SEEDING HYDRAULICALLY APPLIED.
- ALL AREAS DISTURBED BY CONSTRUCTION IN THE R.O.W. SHALL BE RESTORED WITH TOPSOIL (MIN. 6" DEPTH) AND KENTUCKY BLUEGRASS SOD.
- ALL PROPOSED PLANTING BED AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED WITH TOPSOIL (MIN. 10" DEPTH) PRIOR TO PERENNIAL AND SHRUB INSTALLATION.
- THE CONTRACTOR SHALL PROTECT ANY AND ALL TREES NOT SHOWN ON THE PLANS TO BE SAVED FROM DAMAGE DUE TO HIS OPERATIONS. MINIMUM PROTECTION FOR TREES SHALL BE 4' SNOW FENCE. INSTALL ALONG THE DRIP LINE OF TREES AS SHOWN ON THE PLANS.
- THE CONTRACTOR WILL MAKE NO SUBSTITUTIONS WITHOUT PRIOR WRITTEN CONSENT BY THE LANDSCAPE ARCHITECT. THE CONTRACTOR WILL SUBMIT ANY SUBSTITUTIONS IN WRITING TO THE LANDSCAPE ARCHITECT.
- ALL PLANTING TECHNIQUES AND METHODS SHALL BE CONSISTENT WITH THE LATEST EDITION OF 'AMERICAN STANDARD FOR NURSERY STOCK' AND AS DETAILED ON THESE DRAWINGS. DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
- ALL SHRUB BEDS AND INDIVIDUAL TREES WILL RECEIVE A MINIMUM OF 3" PREMIUM SHREDDED HARDWOOD BARK. ALL PERENNIAL BEDS WILL RECEIVE A MINIMUM OF 2" SHREDDED ORGANIC LEAF MULCH.
- ALL PERENNIAL & SHRUB BEDS TO HAVE AMENDED TOPSOIL. 2" MINIMUM ORGANIC MATTER SHALL BE TILLED INTO THE TOP 10" OF TOPSOIL. THOROUGHLY TILL TO BREAK UP CLUMPS AND SPREAD EVENLY OVER SURFACE.
- RESTORE ALL AREAS DISTURBED BY CONSTRUCTION, OUTSIDE SCOPE LIMIT, TO EXISTING CONDITION.
- PERMANENT GRASS SEEDING SHALL BE HYDRAULICALLY APPLIED USING A WOOD BASED BONDED FIBER MATRIX & POLYACRYLAMIDE TACKIFIER AT THE RATES RECOMMENDED BY THE MANUFACTURER FOR FULL LAWN COVERAGE.
- PERMANENT GRASS SEEDING SHALL BE IDOT CLASS 1A SALT TOLERANT LAWN MIXTURE SEED.
- TREES SHALL BE INSTALLED A MINIMUM OF 10' HORIZONTALLY FROM NEAREST LIGHT POLE.
- TREES SHALL BE INSTALLED A MINIMUM OF 5' HORIZONTALLY FROM UNDERGROUND ELECTRICAL FEEDERS, SANITARY SEWERS, SANITARY SERVICES, WATER MAINS, AND WATER SERVICES.
- TREES SHALL BE INSTALLED A MINIMUM OF 10' HORIZONTALLY FROM UTILITY STRUCTURES AND APPURTENANCES, INCLUDING, BUT NOT LIMITED TO MANHOLES, VALVE VAULTS, VALVE BOXES, AND FIRE HYDRANTS.
- EXISTING PLANTS WILL BE REMOVED DUE TO NEW CONSTRUCTION AND DEAD OR OVERGROWN MATERIAL.
- PROPOSE REMOVAL OF EXISTING ASH TREES.



InSite

Wight

Wight & Company  
 wightco.com  
 2500 North Frontage Road  
 Darien, IL 60561  
 P 630.969.7000  
 F 630.969.7979

PLAN COMMISSION SUBMITTAL 4-7-2016  
 REV. PER VILL. COMMENTS 3-14-2016  
 ARC REVIEW 2-24-2016  
 REV. DESCRIPTION DATE

**PORTILLOS - DEERFIELD LOCATION**

700 LAKE COOK ROAD  
 DEERFIELD, IL 60015

LANDSCAPE PLAN

Project Number:  
 00-0000-00  
 Drawn By:

Sheet:

**L1.00**

**REQUEST FOR BOARD ACTION**

16-65

**Agenda Item:** \_\_\_\_\_

**Subject:** Resolution Authorizing a Residential Lease Agreement Between the Village of Deerfield  
\_\_\_\_\_  
And Andrew Lichterman for Premises at 1219 Carlisle Place  
\_\_\_\_\_

**Action Requested:** Approval  
\_\_\_\_\_  
Village Manager's Office

**Originated By:** \_\_\_\_\_  
Village Board of Trustees

**Referred To:** \_\_\_\_\_

**Summary of Background and Reason for Request**

A Residential Lease Agreement for the Village owned property commonly known as 1219 Carlisle Place is presented for Board consideration. The terms of the lease agreement are consistent with previous Board direction regarding this matter.

The lease term is for a period of 3-5 years and is consistent with the time-frame needed to finalize the Village's approach to sanitary sewer issues in the NE Quadrant, including the possibility of using this property for sewer facilities.

A Resident Manager Agreement conditioned upon and subject to the execution and continuing validity of the lease is also attached and made in conjunction with the lease.

Mr. Lichterman has agreed to the terms of the Residential Lease and Resident Manager Agreement, as presented.

Manager Street will be available to answer questions.

**Reports and Documents Attached:**

- Memorandum from Village Manager Kent Street – Dated June 16, 2016
- Resolution
- Residential Lease Agreement for 1219 Carlisle Place
- Resident Manager Agreement
- Letter of Concurrence

June 20, 2016

**Date Referred to Board:** \_\_\_\_\_

**Action Taken:** \_\_\_\_\_

**INTERDEPARTMENTAL MEMORANDUM**

To: Mayor Rosenthal and Board of Trustees

From: Kent S. Street, Village Manager

Date: June 16, 2016

Subject: Proposed Lease of 1219 Carlisle Place

**Background**

As the Board is aware, Assistant Manager Andrew Lichterman has proposed to lease the Village's single family property at 1219 Carlisle for 3-5 years. This period is consistent with the time frame needed to finalize our approach to sanitary sewer issues in the NE Quadrant, including the possibility of using this property for sewer facilities. It also would provide revenues to help offset carrying costs and maintenance expenses, as well as eliminate concerns associated with vacant property. Provided below is information pertaining to the market rental rate for comparable single family properties, as well as property management services.

I have discussed the matter with local realtor Mary Robinson (Caldwell Banker) who visited the property and performs on-going real estate services to the Deerfield Park District as they have several single family properties adjacent to various parks, as well as John Wettersten, Managing Broker with All County - a real estate management company in Northbrook.

Ms. Robinson confirmed the market monthly rental rate for this 1950's 3 bedroom home is \$2,000-\$2,400, with the tenant paying all utilities. Mr. Wettersten advised they charge fees of 1 month's rent plus 8% of rent to manage like single family properties. Both of these figures do not include maintenance (lawn care/snow removal, etc.) or repair costs.

**Recommendation**

In light of the property's condition, the market rental rate, typical management fees and routine maintenance costs, it is recommended that \$2,200/month rent, less a management/maintenance fee of \$500/month, for a total of \$1,700/month be charged. These figures should be adjusted by the CPI each year, and up to \$15,000 be provided for interior updates, if a lease term of 3-5 years is confirmed. Mr. Lichterman advises he agrees with this recommendation. The Village Attorney has reviewed and prepared the attached lease and management services agreement accordingly. Should the Village Board concur, a motion approving the recommendation should be approved.

I look forward to reviewing this matter with you on Monday night.

*Kent*

Kent S. Street  
Village Manager

1219 Carlisle Place - Rent Proposal

6/1/2016

Monthly rent \$ 2,200

Less:

Management Fees \$ 359

(1 month + 8%)/12

Exterior Maintenance \$ 150

\$ 510

Lawn care

\$70/wk current

(4/month for 6 months)

Snow removal

\$60 per event

(2/month for 3 months)

total \$ 1,690

# *We're property* **MANAGEMENT EXPERTS!**



*We know what it takes to create successful rental relationships. With over twenty five years of property management experience, we're confident that our expertise can eliminate the hassles of property management for you.*

## **FINDING THE RIGHT TENANT**

At All County® we know the value of a great tenant. Our rental process starts with finding the right tenant through effective marketing, rigorous tenant screening, and lease negotiation.

## **MARKETING**

Our multi-faceted marketing strategy finds qualified tenants quickly, and includes the following methods:

- Multiple Listing Service
- Advertisement in local Yellow Pages
- Yard Sign placement
- Newspaper and local publication advertising
- Property listed on allcountypmsolutions.com
- Broker Referral Program
- Tenant Referral Program

## **TENANT QUALIFICATION**

Once we think we've got the perfect tenant, we double-check with the following:

- Credit check to determine financial responsibility
- Civil search for any prior evictions or litigations
- Criminal search for any felonies
- Employment verification
- FDLE sexual predators search
- Terrorist watch list

## **LEASE NEGOTIATION & EXECUTION**

All County® collects a nonrefundable deposit from approved applicants before a property is removed from the market. Upon occupation of the property, this deposit is retained as a security deposit, and is held in a recognized Illinois Escrow Account. Our leases are annual and are updated as needed to comply with any changes to local or state laws. To ensure that we can effectively enforce lease requirements, all tenant responsibilities are clearly defined in the lease agreement, and are reviewed at lease signing.

## **DAILY MANAGEMENT**

Our job is just beginning once tenants have moved in. All County's property managers handle the day-to-day operations and hassles of rental properties so that you can rest assured. In addition to collecting and distributing rental payments, we handle maintenance on properties and conduct regular inspections to ensure that tenants are complying with the terms of their lease.



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**VILLAGE OF DEERFIELD  
LAKE AND COOK COUNTIES, ILLINOIS**

---

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING A RESIDENTIAL LEASE AGREEMENT  
BETWEEN THE VILLAGE OF DEERFIELD AND ANDREW LICHTERMAN FOR  
PREMISES AT 1219 CARLISLE PLACE**

---

**WHEREAS**, the Village of Deerfield is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution; and

**WHEREAS**, as a home rule unit of local government, the Village may exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6; and

**WHEREAS**, the Village of Deerfield is the owner of the property commonly known as 1219 Carlisle Place, Deerfield, Illinois (the "Subject Property"); and

**WHEREAS**, the Village of Deerfield desires to lease Subject Property for a period of 3 - 5 years; and

**WHEREAS**, the Village of Deerfield (the "Landlord") and Andrew Lichterman (the "Tenant") have negotiated the terms of a Residential Lease Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A (the "Lease"); and

**WHEREAS**, the Village of Deerfield desires to keep and maintain the Subject Property in good, clean and inhabitable condition during the term of the Lease; and

**WHEREAS**, the Landlord and Tenant have negotiated the terms of a Resident Manager Agreement, conditioned upon and subject to the execution and continuing validity of that certain

Residential Lease, a copy of which is attached hereto and made a part hereof as Exhibit B (the “Resident Manager Agreement”); and

**WHEREAS**, the corporate authorities of the Village of Deerfield have reviewed the Lease and Resident Manager Agreement and find that it is in the best interests of the Village of Deerfield that the Lease and Resident Manager Agreement be authorized and approved as provided therein;

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DEERFIELD, LAKE AND COOK COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

**SECTION 1:** That the above and foregoing recitals are hereby incorporated and made a part of this Resolution as if fully set forth herein.

**SECTION 2:** That the Residential Lease between the Village of Deerfield and Andrew Lichterman, a copy of which is attached hereto as Exhibit A (the “Lease”), be and the same is hereby approved and authorized.

**SECTION 3:** That the Resident Manager Agreement between the Village of Deerfield and Andrew Lichterman, a copy of which is attached hereto as Exhibit B (the “Resident Manager Agreement”), be and the same is hereby approved and authorized.

**SECTION 4:** That the President and Village Clerk of the Village of Deerfield are hereby authorized and directed to execute and attest said Lease and Resident Manager Agreement for and on behalf of the Village of Deerfield.

**SECTION 4:** That this Resolution, and each of its terms, shall be the effective legislative act of a home rule municipality without regard to whether such Resolution should: (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law; or, (b) legislate

in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Deerfield that to the extent that the terms of this Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Village President

ATTEST:

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



RESIDENTIAL LEASE

Not to be used for rental property in the City of Chicago.

Table with columns: DATE OF LEASE, LEASE TERM (BEGINNING, ENDING), MONTHLY RENT, SECURITY DEPOSIT, PET DEPOSIT. Values include June 20, 2016, 08/01, 2016, 07/31, 2019, \$2200, \$1400, \$700.

1 1. PARTIES: LANDLORD and TENANT are hereinafter referred to as the "Parties".
2 LANDLORD (Please Print) VILLAGE OF DEERFIELD
3 TENANT (Please Print) ANDREW LICHTERMAN
4 NAMES OF OCCUPANTS (Please Print) 1)ANDREW LICHTERMAN 2) MEGAN LICHTERMAN

6 TENANT warrants that all information given by TENANT in the Application for Lease attached to and made a part of
7 this Lease is true, accurate and complete.

9 Dual Agency applies. Complete Paragraph 39.

11 Pursuant to Illinois law, notice is hereby given that:

- LANDLORD is an Illinois Real Estate Licensee. Dual Agency is not permitted
TENANT is an Illinois Real Estate Licensee.

15 SMOKING is is NOT permitted.

17 2. PREMISES: LANDLORD agrees to lease to TENANT and TENANT agrees to lease from LANDLORD the Property known as:
18 1219 CARLISLE PLACE

Table with columns: Address, IL, 60015, LAKE. Sub-headers: City, State, Zip, County.

23 PARKING is is NOT included with the Lease. # of spaces 1 Space # XXXX # Door Openers 1
24 (check type) Unassigned Assigned Attached Garage Detached Garage Carport Covered Parking
25 MONTHLY PARKING FEE \$ 00.00 shall be paid by LANDLORD TENANT.

26 STORAGE is is NOT included with the Lease. If included, Space # XXXX Location XXXXX
27 MONTHLY STORAGE FEE \$ 00.000 shall be paid by LANDLORD TENANT.

29 3. LEASE TERM: This Lease shall begin at 12:00 AM on August 1, 2016 and end at 11:59 PM on
30 July 31, 2019. Any renewal or extension of this Lease must be mutually agreed upon in
31 writing by LANDLORD and TENANT not less than 90 days prior to the termination date of this Lease.

33 4. RENT. TENANT shall pay to LANDLORD monthly without notice or demand as rent for the Premises, the sum of
34 \$2,200. All monthly rent payments are due on or before the 05 day of each calendar month of the Lease Term;
35 provided, however that the rent for the first month, or part thereof, in the amount of \$2,200 shall be due on or before
36 August 1, 2016. All payments shall be made to LANDLORD at the address noted on Page 8 of this Lease,
37 or by direct deposit as agreed, or at such other address as LANDLORD may designate by written Notice to TENANT.

39 5. LATE CHARGES AND FEES: All rent shall be due as of the 05 day of each month and shall be considered to be
40 late if not received by LANDLORD within five days of the date due. Rental payments received by LANDLORD later
41 than the fifth day after the due date shall bear a Late Charge of \$ 40.00. If payment is made by check that is

TENANT Initial TENANT Initial LANDLORD Initial LANDLORD Initial
Address

42 dishonored by TENANT's bank, TENANT shall be assessed any bank fees incurred by LANDLORD as a result of such  
43 dishonored check in addition to the rent and Late Charges due hereunder.

44

45 **6. SECURITY DEPOSIT.** Upon the execution of this Lease by TENANT and LANDLORD, TENANT shall deposit with  
46 LANDLORD a Security Deposit for the Premises in the amount of \$ 1,400 to be held by LANDLORD in  
47 accordance with the laws of the State of Illinois to secure the faithful performance by TENANT of all provisions of this  
48 Lease. If TENANT performs all obligations as provided in this Lease and pays all sums due LANDLORD when due, then  
49 LANDLORD shall refund to TENANT within 30 days after possession and keys have been delivered to LANDLORD,  
50 the Security Deposit, including interest if required by law. If TENANT has failed to perform or comply with any of the  
51 provisions of this Lease, then LANDLORD may apply all or any part of the Security Deposit as payment of any sums due  
52 from TENANT to LANDLORD, or to pay for repair of any damages caused by TENANT or TENANT's co-occupants or  
53 guests. **The Security Deposit may not be treated as advance payment of rent and TENANT shall not apply the**  
54 **Security Deposit as rent during the Term of this Lease unless TENANT obtains written permission from LANDLORD**  
55 **to do so.** If the Premises shall be sold, the Security Deposit will be transferred to the new owner. Unless otherwise  
56 provided by State law or local ordinance, LANDLORD shall notify TENANT of the amount of any portion of the Security  
57 Deposit that LANDLORD will retain to cover damages by TENANT, including receipts for the repair of said damages  
58 within 30 days of the expiration of this Lease or the date that TENANT has vacated the Premises and redelivered  
59 possession to LANDLORD whichever is later.

60

61 **7. PERSONAL PROPERTY.** The following items of Personal Property belonging to LANDLORD are made a part of this  
62 Lease and shall remain in the Premises during the Lease Term:  Refrigerator  Oven/Range  Microwave  
63  Dishwasher  Washer  Dryer  Window Treatments & Hardware  Window/Wall A/C Units  CO Detectors  
64  Smoke Detectors  Garage Door Transmitter(s)  Other [specify]: SUMP PUMP

65

66 TENANT shall not remove or alter any of the items without written permission from LANDLORD and the items shall be  
67 in the same condition at the end of this Lease as they were when possession was delivered to TENANT as provided in the  
68 Rental Property Inventory and Condition Report referred to in Paragraph 10 of this Lease, normal wear and tear excepted.

69

70 **8. PETS:** [Check One]

71  No animals or pets shall be allowed without prior written consent of LANDLORD unless otherwise provided by law.

72  The following pet(s) shall be allowed provided that the Pet Deposit, if required, has been paid.

73 Pet Name: OREO/RUBY Breed: HOLLAND LOP RABBITS Age: 3/1 Gender: M/F Weight: 4/4 lbs

74 Pet Name: KERMIT/OZZY/GONZO Breed: WHITE'S TREE FROGS Age: 2 Gender: F/M/M Weight: <1 lbs

75 No other pets shall be kept on the Premises without the further written consent of LANDLORD and no replacement or  
76 additional pets are allowed without prior written consent of LANDLORD. TENANT agrees to keep Pets from becoming  
77 a nuisance to neighbors and other tenants including, but not be limited to, removal of animal waste on or about the  
78 Premises and controlling noise. TENANT agrees to keep any and all areas where Pets are housed clean, safe and free of  
79 parasites, including fleas. TENANT agrees that the refundability of the Pet Deposit shall be based upon damage to the  
80 Premises by the Pets, and further understands that any and all costs for repairs resulting from damage to the Premises by  
81 Pets shall be the responsibility of TENANT. In the event it is discovered that the terms of this Paragraph 8 have been  
82 violated, then LANDLORD may revoke the permission granted to TENANT herein and may consider such violation to be  
83 a breach of the Lease that may result in the termination of the Lease according to Illinois law.

84

85 **9. UTILITIES and SERVICES:** TENANT shall be responsible for payment of the following utilities:

86  Gas  Electric  Water  Sewer  Scavenger  Heating Fuel  Telephone  Other CABLE (if installed)

87 If TENANT fails to pay such utilities and services, LANDLORD may pay them on TENANT's behalf. In such event,  
88 TENANT shall promptly reimburse LANDLORD for all such payments made, plus any penalties paid by LANDLORD,  
89 upon demand by LANDLORD to TENANT.

TENANT Initial \_\_\_\_\_ TENANT Initial \_\_\_\_\_ LANDLORD Initial \_\_\_\_\_ LANDLORD Initial \_\_\_\_\_  
Address \_\_\_\_\_

90 Lawn Care services shall be paid by [Check One]  TENANT  LANDLORD.

91 Snow Removal services shall be paid by [Check One]  TENANT  LANDLORD.

92

93 **10. PRE-INSPECTION & POSSESSION:** Prior to delivery of possession LANDLORD and TENANT, or their authorized  
94 representative(s), shall jointly inspect the Premises and shall complete, sign and date a Rental Property Inventory &  
95 Condition Report, a copy of which shall become a part of this Lease, or LANDLORD and TENANT shall prepare a  
96 photographic record of the Premises with copies being retained by both TENANT and LANDLORD which shall become a  
97 part of this Lease. LANDLORD shall deliver possession of Premises to TENANT on 08/01, 2016.  
98 Possession shall be deemed to have been delivered to TENANT when LANDLORD delivers or makes available to  
99 TENANT the keys to the Premises. If LANDLORD is unable to deliver Possession of the Premises on such date, payment  
100 of rent shall be postponed until the Premises are available for occupancy by TENANT or, at TENANT's option, TENANT  
101 may terminate this Lease upon written notice to LANDLORD and shall receive a refund of all monies paid to  
102 LANDLORD for the lease of the Premises. LANDLORD shall not be liable to TENANT for any damages to TENANT  
103 arising as a result of LANDLORD's failure to deliver Possession of the Premises to TENANT at the commencement of the  
104 Lease Term and the Lease Term identified in Paragraph 3 shall not be extended due to the delay in delivery of possession.  
105

106 **11. RE-KEYING OF LOCKS.** If the Premises is located in Cook County, LANDLORD shall, prior to delivery of  
107 possession to TENANT, comply with the terms of the Illinois Landlord and Tenant Act by changing or rekeying the locks  
108 of the dwelling unit or by allowing TENANT to change or rekey the locks of the dwelling unit at LANDLORD's expense.  
109 This provision shall not apply to an apartment rental in an owner-occupied building with four units or less or to the  
110 rental of a room in a private home that is owner-occupied. If TENANT will be responsible for rekeying the locks, a full  
111 set of keys shall be immediately delivered to LANDLORD or LANDLORD's representative.

112 The locks shall be changed or rekeyed by  LANDLORD  TENANT.  
113

114 **12. RESIDENTIAL DISCLOSURES and NOTICES:** If applicable prior to signing this Lease TENANT:

115 [check one]:  has  has not received the EPA Pamphlet "Protect Your Family from Lead in Your Home"

116  has  has not received a completed Lead-Based Paint Disclosure

117  has  has not received the IEMA Pamphlet "Radon Guide for Tenants"

118  has  has not received the Radon Disclosure for Lease/Rental

119 TENANT has received the following additional Disclosures or Notices required by Federal, State or Local Law or  
120 Ordinance: (1) MOLD PAMPHLET (2) MOLD DISCLOSURE  
121

122 **13. USE OF PREMISES:** The Premises shall be used by TENANT exclusively as a private single-family residence and  
123 occupied solely by the persons disclosed in this Lease and on the Application for Lease submitted by TENANT unless  
124 prior written consent is received from LANDLORD for additional occupants. TENANT shall not (a) engage in any illegal  
125 or unlawful activity or any other activity that will increase the rate of insurance on the Premises; (b) allow trash to  
126 accumulate in the common areas of the Premises or allow objects to be thrown from windows or balconies; (c) hang  
127 objects out of windows or place objects on windowsills or ledges or balconies (if any) which may fall and injure persons  
128 below; (d) use porches, decks, or balconies for sleeping or storage of furniture, bicycles or other items of personal  
129 property; (e) allow porches, decks or balconies to be overloaded or occupied by more people than would be reasonably  
130 safe based on the condition of such porch, deck or balcony; (f) install a waterbed or any other unusually heavy item of  
131 furniture without prior written consent of LANDLORD; (g) place any signs or advertisements in the windows or building  
132 where the Premises is located; (h) use the Premises for the purpose of carrying on any business, profession or trade of any  
133 kind; or (i) keep or have on the Premises any article or item of a dangerous, inflammable or explosive character that  
134 might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous  
135 by any responsible insurance company. Cooking  is  is not allowed on the deck, porch or balcony. Please refer to the  
136 Rules and Regulations of the association or LANDLORD regarding any further restrictions.  
137

TENANT Initial \_\_\_\_\_ TENANT Initial \_\_\_\_\_ LANDLORD Initial \_\_\_\_\_ LANDLORD Initial \_\_\_\_\_  
Address \_\_\_\_\_

138 Pursuant to the Illinois Code of Civil Procedure (735ILCS 5/9-120) if any TENANT or occupant on one or more occasions  
139 uses or permits the use of the Premises for the commission of a felony or Class A misdemeanor under the laws of the  
140 State of Illinois, this Residential Lease shall, at the option of LANDLORD or LANDLORD's assignee, become void and  
141 LANDLORD shall have the right to recover the Premises.

142  
143 **14. DISTURBANCE:** TENANT agrees not to play televisions, radios, musical instruments or musical playback  
144 equipment in a manner that disturbs other tenants or neighbors and shall maintain the volume of such equipment at  
145 reasonable levels. In addition, TENANT agrees to limit playing of such equipment between the hours of 10:00 PM and  
146 7:00 AM to a volume that cannot be heard by persons outside of the Premises.

147  
148 **15. CONTINUOUS OCCUPANCY:** TENANT shall maintain continuous occupancy of the Premises and not allow the  
149 Premises to remain vacant for any period in excess of 15 days without notifying LANDLORD of such vacancy.  
150 TENANT shall not allow persons other than those named in Paragraph 1 of this Lease to occupy the Premises as guests  
151 for periods exceeding 15 consecutive days during the Lease Term without prior written notification to and consent  
152 of LANDLORD.

153  
154 **16. RENTER INSURANCE:** LANDLORD shall not be liable to TENANT for any damage to TENANT's person or  
155 property or agents, employees, guests or other invitees other than for LANDLORD's negligence. TENANT shall hold  
156 LANDLORD harmless from all claims of any such nature. TENANT shall obtain and maintain throughout the Lease  
157 Term renters insurance, which coverage shall be primary to any coverage of LANDLORD, and shall name Landlord as an  
158 additional insured. TENANT shall provide LANDLORD with a certificate of such insurance in a form reasonably  
159 acceptable to LANDLORD, which certificate shall obligate the issuer to notify LANDLORD of cancellation of or material  
160 changes to such insurance upon no less than 30 days' prior written notice.

161  
162 **17. RULES AND REGULATIONS:** In addition to the terms of this Lease, TENANT acknowledges receipt of and agrees  
163 to abide by any declaration & amendments, by-laws, rules & regulations of any association of which the premises is a  
164 part, and any additional reasonable rules established by the LANDLORD and communicated in writing to the TENANT.  
165 TENANT shall be obligated to notify TENANT's guests and other occupants of the Premises of the need for compliance  
166 with such rules. Failure to comply with the rules shall be deemed to be a material breach of this Lease and in the event of  
167 such breach LANDLORD shall be entitled to terminate TENANT's right to possession under the Lease upon ten (10)  
168 days' notice to TENANT, and shall further be entitled to such rights and remedies as provided by applicable state or local  
169 law or ordinance.

170  
171 **18. MUNICIPAL ORDINANCES:** If the Premises is located in a municipality that is subject to certain Landlord-Tenant  
172 ordinances that require certain addenda or riders be attached to this Lease, then this Lease shall not be effective unless  
173 such documentation is attached to and made a part hereof.

174  
175 **19. ACCESS AND RIGHT OF ENTRY:** TENANT agrees that LANDLORD, its agents, employees or any person  
176 authorized by LANDLORD enter the Premises for the purpose of inspecting the condition of the Premises and all  
177 buildings and improvements thereon and to perform preventive maintenance as needed, or to make such repairs,  
178 additions, improvements, changes or alterations to the Premises as LANDLORD may elect to make. LANDLORD shall  
179 give reasonable notice to TENANT prior to LANDLORD or LANDLORD's agent(s) entering the Premises, except in cases  
180 of emergency in which case immediate entry is permitted.

181  
182 **20. REPAIRS AND MAINTENANCE:** TENANT shall keep the Premises and the Personal Property therein in a clean  
183 and healthy condition, in good working order and in accordance with any and all ordinances applicable to the tenancy at  
184 TENANT's own expense. TENANT shall make all necessary repairs to the Premises, at TENANT'S expense, whenever  
185 damage has occurred or repairs are required due to TENANT's conduct or neglect. **TENANT agrees that no work shall**  
186 **be done on or about the Premises without prior written consent of LANDLORD.** TENANT shall replace all broken  
187 glass and fixtures and shall maintain all smoke and carbon monoxide detectors in good condition at all times, including

TENANT Initial _____ TENANT Initial _____ LANDLORD Initial _____ LANDLORD Initial _____ Address _____
----------------------------------------------------------------------------------------------------------

188 replacing spent batteries as necessary, and shall replace furnace filters, if applicable, on a regular basis. TENANT shall be  
189 responsible for ensuring that all repairs are performed according to local codes. Tradesmen making the repairs must be  
190 properly licensed and insured. TENANT agrees that no signs shall be placed on the Premises by anyone contracted to do  
191 work. **Major maintenance and repair of the Premises, not due to TENANT's misuse, waste or neglect, shall be the**  
192 **responsibility of LANDLORD.** TENANT shall not cause or permit any waste, misuse or neglect to occur to any portion  
193 of the Premises, inside or out, including but not limited to utility lines and equipment, building systems or structural  
194 elements, or the lawn and landscaping.  
195

196 **21. ALTERATIONS TO PREMISES:** TENANT shall not make alterations to the Premises, including decorating, without  
197 the prior written consent of LANDLORD. The installation by TENANT of any metal gate or bars on doors or windows is  
198 strictly prohibited. TENANT shall not install additional locks or other similar devices nor may locks be changed or re-  
199 keyed without prior written consent of LANDLORD, except as provided in Paragraph 11 of this Lease. All alterations,  
200 changes and improvements built, constructed or placed on the Premises by TENANT, with the exception of fixtures  
201 removable without damage to the Premises and movable personal property belonging to TENANT, shall unless  
202 otherwise provided by written agreement between LANDLORD and TENANT, be the property of LANDLORD and  
203 remain on the Premises at the expiration or sooner termination of this Lease.  
204

205 TENANT shall not install any air conditioning, heating or cooling equipment, dishwashers, clothes washers or dryers or  
206 other appliances in any portion of the building or Premises occupied by TENANT without first obtaining LANDLORD's  
207 written consent. All such appliances installed by TENANT shall be maintained in working order by TENANT and  
208 removed by TENANT prior to the expiration of the Lease Term. Any damage caused by appliances installed by TENANT  
209 shall be the responsibility of TENANT and TENANT shall reimburse LANDLORD for the cost of repair of any damage  
210 caused by such appliances, their installation or their removal.  
211

212 **22. LIENS and CLAIMS.** TENANT shall not place or cause to be placed on any part of the Premises any mechanics lien  
213 or any other claim or lien for any repairs, maintenance, alterations or modifications performed by or ordered or  
214 contracted by TENANT whether or not same were rightfully performed, ordered or contracted by TENANT.  
215

216 **23. ADVERTISEMENT FOR SALE OR FOR RENT:** At any time 60 days prior to the termination of this Lease or any  
217 extension thereof, LANDLORD or his agent shall have the right to market the Premises "For Sale" or "For Rent" and to  
218 show the Property to prospective purchasers or tenants between the hours of 10:00 AM and 7:00 PM with at  
219 least 02 hours notice to TENANT, or as mutually agreed. LANDLORD shall be allowed to place a "For Sale" or "For  
220 Rent" sign on the Premises, if allowed by applicable rules, laws or ordinances, during this period and LANDLORD or  
221 LANDLORD's agent shall have the right to take photos of the Premises for the purpose of marketing the Premises to  
222 prospective tenants or buyers. TENANT hereby agrees to cooperate with LANDLORD and LANDLORD's agent in the  
223 marketing of the Premises to potential tenants or buyers.  
224

225 **24. SURRENDER OF PREMISES.** At the expiration of the Lease Term, TENANT shall vacate and surrender the Premises  
226 in the same condition as reflected in the Rental Property and Condition Report, reasonable use and wear excepted.  
227 TENANT shall return all keys, garage door openers, mailbox keys, and other items that are pertinent to the Premises to  
228 LANDLORD or LANDLORD's representative at the time the Premises is surrendered. Any personal property left in the  
229 Premises without written permission from LANDLORD may be deemed to be abandoned, in which case LANDLORD  
230 may dispose of all such personal property and shall be relieved of all liability for such disposition.  
231

232 When TENANT vacates, if the Premises are not in the same condition as when Possession was delivered, reasonable use  
233 and wear excepted, LANDLORD may cause the Premises to be brought to the same condition as existed at the beginning  
234 of the Lease Term and TENANT agrees to pay LANDLORD for all expenses incurred in returning the Premises to the  
235 same condition within seven (7) business days after LANDLORD has advised TENANT of the costs of same in  
236 accordance with Paragraph 6 of this Lease.  
237

TENANT Initial _____ TENANT Initial _____ LANDLORD Initial _____ LANDLORD Initial _____ Address _____
----------------------------------------------------------------------------------------------------------

238 TENANT is responsible for keys and other means of access to the Premises including but not limited to keys to the  
239 building, keys to the unit, mailbox keys, amenity access keys/cards and garage door transmitters. TENANT shall  
240 reimburse LANDLORD for the cost of replacing any such keys or other means of access.

241  
242 **25. DAMAGE BY FIRE OR CASUALTY:** If the Premises, building or any part thereof shall become uninhabitable as a  
243 result of fire, explosion or other casualty which is not due to TENANT's negligence or misuse, LANDLORD and  
244 TENANT shall have all of the rights provided by State or local law or ordinance. For purposes of this Paragraph,  
245 LANDLORD's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to  
246 perform repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the  
247 Premises within a reasonable time.

248  
249 **26. CONDEMNATION OR EMINENT DOMAIN.** In the event that the Premises or any part thereof (other than  
250 common elements, the taking of which does not prevent continued occupancy of the Premises) is taken by any authority  
251 exercising the power of eminent domain, this Lease shall terminate as of the date possession shall be taken by the  
252 condemnor. TENANT waives all claims against LANDLORD or any condemning authority by reason of the complete or  
253 partial taking of the Premises, and shall not be entitled to receive any part of any award which LANDLORD may receive,  
254 hereby quit claiming all interest therein to LANDLORD.

255  
256 **27. ASSIGNMENT AND SUBLETTING:** TENANT shall not assign this Lease or sublet or grant any concession or  
257 license to use the Premises or any part thereof without prior written consent of LANDLORD. Consent by LANDLORD to  
258 one assignment, sublet, concession or license shall not be deemed to be consent to any subsequent assignment, sublet,  
259 concession or license. Any assignment, sublet, concession or license made without the prior written consent of  
260 LANDLORD shall be void and in such event LANDLORD may, at LANDLORD's option and upon appropriate notice to  
261 TENANT, terminate this Lease with forfeiture of any deposits made by TENANT. If TENANT assigns this Lease,  
262 whether with or without LANDLORD's permission as required herein, the covenants and conditions contained in the  
263 Lease shall nonetheless be binding on the assignee as if assignee had signed the Lease. Nothing contained in this  
264 Paragraph shall preclude LANDLORD from commencing legal proceedings against any assignee of this Lease who  
265 obtained possession from the party named as TENANT in this Lease without LANDLORD's written permission as  
266 required in this Paragraph.

267  
268 **28. ABANDONMENT OF THE PREMISES.** If at any time during the Lease Term TENANT abandons the Premises,  
269 LANDLORD may, at its option, enter the Premises pursuant to process of law, and without becoming liable to TENANT  
270 for damages or for any payment of any kind whatever and may, at LANDLORD's discretion, as agent for TENANT, re-let  
271 the Premises for the whole or any part of the then unexpired Lease Term. LANDLORD may receive and collect all rent  
272 payable by virtue of such re-letting. At LANDLORD's option, LANDLORD may hold TENANT liable for any difference  
273 between the Rent that would have been payable under this Lease during the balance of the unexpired Lease Term if this  
274 Lease had continued in force, and the net rent for such period realized by LANDLORD by means of such re-letting. If  
275 LANDLORD's right of re-entry is exercised following abandonment of the Premises by TENANT, then LANDLORD may  
276 consider any personal property belonging to TENANT and left on the Premises to also have been abandoned, in which  
277 case LANDLORD may dispose of all such personal property in any manner LANDLORD shall deem proper and is hereby  
278 relieved of all liability for doing so.

279  
280 **29. HOLDING OVER:** If TENANT remains in possession of the Premises or any part thereof after the termination of the  
281 Lease by lapse of time or otherwise, then LANDLORD may, at LANDLORD's option, consider such holding over as  
282 constituting a month-to-month tenancy upon the terms of this Lease except at **double** the monthly rental specified above.  
283 TENANT shall also pay to LANDLORD all damages sustained by LANDLORD resulting from TENANT's retaining  
284 possession of the Premises. In the event LANDLORD accepts a payment of rent for a period after the expiration of this  
285 Lease in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy,

TENANT Initial _____ TENANT Initial _____ LANDLORD Initial _____ LANDLORD Initial _____ Address _____
----------------------------------------------------------------------------------------------------------

286 on the same terms and conditions as herein provided, except for the **double** rent provision, to the extent permitted by  
287 state or local law or ordinance.

288  
289 **30. DEFAULT:** If TENANT defaults in the payment of rent or any part thereof or if TENANT defaults in the  
290 performance of any of the covenants or agreements herein contained, LANDLORD or his agents, at LANDLORD's option  
291 in addition to any and all other remedies available to LANDLORD at law or in equity, may terminate this Lease and, if  
292 abandoned or vacated, may re-enter the Premises. Non-performance of any of TENANT's obligations shall constitute a  
293 default and forfeiture of this Lease, and LANDLORD's failure to take action on account of TENANT's default shall not  
294 constitute a waiver of said default.

295  
296 **31. LIABILITY FOR RENT:** TENANT shall continue paying rent and all other charges for the Premises to the end of the  
297 Lease Term whether or not the Premises becomes vacant by reason of abandonment, breach of the Lease by TENANT or  
298 wrongful termination by TENANT, or if TENANT has been evicted for breach of this Lease, then to the extent said  
299 obligation for rent has not been mitigated, abated or discharged by any law, ordinance or otherwise. Notwithstanding  
300 any of the provisions contained in this Paragraph, LANDLORD shall make a good faith effort to re-let the Premises (but  
301 LANDLORD need not give priority to the Premises over other vacancies) and if the Premises are re-let, TENANT shall be  
302 responsible for the balance of the rent, costs, advertising costs and attorney fees in connection with such re-let.

303  
304 **32. BINDING EFFECT:** The covenants and conditions contained in this Lease shall apply to and bind the heirs, legal  
305 representatives and assigns of the Parties hereto, and all covenants are to be construed as conditions of this Lease.

306  
307 **33. ATTORNEY FEES:** If LANDLORD commences legal proceedings to enforce the covenants of this Lease due to  
308 TENANT's breach of the terms of this Lease, TENANT shall pay LANDLORD's reasonable attorney fees incurred to  
309 enforce TENANT's compliance with the terms of this Lease

310  
311 **34. REMEDIES CUMULATIVE:** LANDLORD's remedies contained in this Lease are cumulative and are in addition to  
312 and not in lieu of any other remedies granted to LANDLORD pursuant to this Lease or applicable Federal, State or Local  
313 Law or Ordinance.

314  
315 **35. SUBORDINATION OF LEASE:** This Lease and TENANT's interest hereunder are and shall be subject, subordinate  
316 and inferior to any liens or encumbrances now or hereafter placed on the Premises by LANDLORD. **LANDLORD**  
317 **represents to TENANT that payments for all such liens and encumbrances are current and shall remain so throughout**  
318 **the term of this Lease.**

319  
320 **36. SEVERABILITY:** If any clause, phrase, provision or portion of this Lease, or the application thereof to any person or  
321 circumstance, shall be determined to be invalid or unenforceable under applicable law or ordinance, such event shall not  
322 affect, impair or render invalid or unenforceable the remainder of this Lease or any other clause, phrase, provision or  
323 portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or  
324 circumstances, and the Lease shall be interpreted in accordance with said law or ordinance.

325  
326 **37. NOTICES:** All Notices shall be in writing and shall be served by one Party to the other Party. Notice to any one of a  
327 multiple person Party shall be sufficient Notice to all and shall be given in the following manner:

- 328 (a) By personal delivery of such Notice; or
- 329 (b) By mailing of such Notice to the addresses recited herein by regular mail and by certified mail, return receipt  
330 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of  
331 mailing; or
- 332 (c) By sending e-mail transmission, provided that an email address has been included in this Lease. Notice shall be  
333 effective as of date and time of e-mail transmission; or
- 334 (d) By sending facsimile transmission, provided that a fax number is included in this Lease. Notice shall be effective as of  
335 date and time of facsimile transmission; or

TENANT Initial \_\_\_\_\_ TENANT Initial \_\_\_\_\_ LANDLORD Initial \_\_\_\_\_ LANDLORD Initial \_\_\_\_\_  
Address \_\_\_\_\_

336 (e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following  
337 deposit with the overnight delivery company.  
338

339 **38. ADDENDA:** The following Addenda are attached to and made a part of this Lease:

- 340  Municipal Crime Free Addendum  Municipal Landlord-Tenant Ordinance
- 341  Landlord Special Addendum  Application for Lease
- 342  Receipt of Association Documents  Other: *[specify]* \_\_\_\_\_
- 343  Other: *[specify]* RESIDENT MANAGER AGREEMENT  Other: *[specify]* \_\_\_\_\_

345 **39. CONFIRMATION OF DUAL AGENCY:** The Parties to this Lease confirm that they have previously consented to  
346 XXXXXXXX acting as a Dual Agent in  
347 providing brokerage services on their behalf, and specifically consent to Licensee acting as a Dual Agent with regard to  
348 the transaction referred to in this Lease.  
349

353 **This document is provided as a courtesy by the North Shore-Barrington Association of Realtors® and no**  
354 **guarantee of the sufficiency of this document is made. Once signed, this document will become a legally**  
355 **binding document. If you have questions or concerns, please consult an attorney.**  
356  
357  
358  
359

360 Date \_\_\_\_\_ 20\_\_\_\_ Date \_\_\_\_\_ 20\_\_\_\_

365 \_\_\_\_\_  
TENANT Signature

\_\_\_\_\_   
LANDLORD Signature

368 \_\_\_\_\_  
TENANT Signature

\_\_\_\_\_   
LANDLORD Signature

369 **ANDREW LICHTERMAN**

**VILLAGE OF DEERFIELD**

371 Print TENANT(s) Name(s) *[Required]*

Print LANDLORD(s) Name(s) *[Required]*

374 **4405 BOBOLINK TERRACE**

**850 WAUKEGAN ROAD**

375 Property Address

Address

377 **SKOKIE** IL **60076**  
378 City State Zip

**DEERFIELD** IL **60015**  
City State Zip

381 **847.650.0075** **ANDREW@DEERFIELD.IL.US**  
382 Phone E-mail

**847.719.7401** **KSTREET@DEERFIELD.IL.US**  
Phone E-mail

TENANT Initial \_\_\_\_\_ TENANT Initial \_\_\_\_\_ LANDLORD Initial \_\_\_\_\_ LANDLORD Initial \_\_\_\_\_  
Address \_\_\_\_\_

## RESIDENTIAL RENTAL PROPERTY MANAGER AGREEMENT

THIS RESIDENTIAL RENTAL PROPERTY MANAGER AGREEMENT (“Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_, 2016, by and between the VILLAGE OF DEERFIELD, an Illinois home rule municipal corporation (“Landlord”), and Andrew S. Lichterman, an individual (“Manager”).

### 1. **Parties**

This Agreement is between the Village of Deerfield, Landlord of residential real property at 1219 Carlisle Place, Deerfield, IL 60015 (the “Property”), and Andrew S. Lichterman, Tenant of the Property and residential Manager of the property.

### 2. **Condition Precedent to Agreement.**

This Agreement is conditioned upon and subject to the execution of and continuing validity of that certain Residential Lease by and between Landlord and Manager for the Property for a term commencing August 1, 2016 and ending July 31, 2019 (the “Lease”), including any extension of the Lease.

### 3. **Beginning Date**

Manager will assume his responsibilities under this Agreement and begin work on August 1, 2016, provided that the Lease is in effect on that date.

### 4. **Responsibilities. Independent Contractor.**

A. Manager shall manage, keep and maintain the Property in good, clean and inhabitable condition during the term of this Agreement, including but not limited to the following inspection, maintenance, and repair duties:

#### Routine Maintenance and Repair

- Clean gutters

- Rake leaves
- Lawn care
- Snow removal
- Trim bushes
- Replace lightbulbs
- Replace air filter in HVAC system at least every 3 months
- Clean humidifier filter at least every 3 months
- Maintain exterior appearance including cleaning entryways, and clearing any garbage or debris on grounds
- Plumbing stoppages
- Garbage disposal stoppages
- Faucet leaks and washer replacement
- Toilet tank repairs
- Toilet seat replacement
- Painting touch-up and repair (interior/exterior)
- Inform Landlord of maintenance and repair needs

### Seasonal Maintenance Checklist (spring & fall)

#### *Interior*

- Check ceiling and surfaces around windows for evidence of moisture
- Check caulking around showers, bathtubs, sinks and toilet base
- Check ceiling areas beneath bathrooms for leakage
- Check all stairs and railings for any loose members
- Check fire and safety systems regularly
- Test all smoke and carbon monoxide detectors regularly
- Know location of all gas and water shut-off valves

#### *Heating & Cooling*

- Clean or change furnace filters every three months of operation

#### *Doors & Windows*

- Check for loose or missing glazing putty
- Check caulking for deterioration at the openings and joints
- Check weather stripping
- Check for broken glass and damaged or missing screens
- Check all window and door hardware

#### *Plumbing*

- Check all faucets, hose bibbs, and supply valves for leakage
- Check for adequate grout and evidence of leaks around sinks, showers, toilets and tubs
- Check the main water shut-off valve for operation and leakage
- Winterize/De-Winterize exterior spigots

#### *Foundation & Exterior*

- Check foundation walls and floors for cracking, heaving, spalling deterioration or efflorescence
- Check chimney for loose, deteriorated, or missing mortar or bricks
- Check grading for proper slope away from the foundation
- Check basement for moisture or leaks

- Check all wood surfaces for weathering and paint failure
- Check all patios, porches, and stairs for deterioration
- Cut back and trim all vegetation from structures

*Roof*

- Check for any missing, loose or damaged shingles
- Check for open seams, blisters, or bald areas on flat roof
- Clean gutters, strainers and downspouts. Make sure downspouts divert water away from foundation
- Check the attic for any evidence of leaks
- Check flashing around all surface projections, sidewalls, and protrusions
- Check fascia and soffits for deterioration and damage

B. Manager shall have no responsibility for extraordinary repair or replacement work, other than to inform Landlord when the need for such work has been ascertained.

C. It is understood and agreed that Manager is an independent contractor under this Agreement, that Landlord has no right to direct or control the manner in which Manager performs these ordinary inspection, maintenance and repair duties under this Agreement, and that Manager shall be solely responsible for his services under this Agreement, including his debts, obligations, liabilities, provision of insurance coverage, payments under the Workers Compensation Act, and all other obligations which an employer may have to an employee under local, state and federal laws. It is the intent of the parties that the Village of Deerfield shall have no liability or responsibility with respect to the Manager's services under this Agreement, and the Manager agrees to defend, indemnify and hold harmless the Village of Deerfield and its agents, officers, and employees from and against all claims, judgments, damages, losses, and reasonable attorney's fees, costs, and expenses which result directly or indirectly from the negligence, reckless, or intentional conduct of the Manager and his agents, employees, and servants, including all accidental injuries sustained by the

Manager and his agents, employees, and servants while engaged in the performance of the Manager's services under this Agreement.

5. **Hours and Schedule**

Manager will conduct maintenance Monday – Friday (holidays excluded), outside the hours of 8:00 a.m. - 4:30 p.m., and between the hours of 8:00 a.m. – 8:00 p.m. on weekends. Manager acknowledges his duty to comply with Section 6-9 of the Village of Deerfield Municipal Code governing permitted hours of construction work when applicable. If the Manager reasonably expects that the time required to carry out the Manager's duties will exceed 80 hours in a month, Manager will notify Landlord and obtain Landlord's consent before working such extra hours, except in the event of an emergency. Extra hours worked due to an emergency must be reported to Landlord within 24 hours.

6. **Manager's Compensation.**

The Manager will be compensated for his services under this Agreement by a \$500 per month reduction in the Manager's rent under the Lease. Annually on each anniversary date of the Agreement, the Manager's compensation for services under this Agreement shall be increased based on the increase in the Consumer Price Index (CPI-U) for Chicago-Kenosha-Gary – All Items, for the previous twelve (12) month period, however the adjustment made pursuant to this section shall not be greater than 3.5%. The June CPI will be used annually for this determination. For notification and verification purposes, Resident Manager shall notify the Village in writing by July 15 of the annual increase and revised rates, as calculated pursuant to this section, which increase and rates shall not take effect until the Village approves of the proposed adjustment. This rent abatement shall terminate if either party terminates this Agreement, or if the Lease is terminated.

7. **Ending the Manager's Duties under this Agreement.**

Landlord may terminate this Agreement and Manager's services hereunder at any time, for any reason, with or without notice. Manager may terminate this Agreement and his services hereunder at any time, for any reason, with or without notice.

8. **Amendments**

All agreements between Landlord and Manager relating to the work specified in this Agreement are incorporated in this Agreement. No modifications to the Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, this Residential Rental Property Manager Agreement is executed and delivered as of the date first above written.

VILLAGE OF DEERFIELD

RESIDENT MANAGER

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

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

Name: \_\_\_\_\_

Name: Andrew S. Lichterman

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

Title: Resident Manager

# Andrew Lichterman

4405 Bobolink Terrace • Skokie, Illinois 60076  
Phone: (847) 650-0075 • E-Mail: alichte2@gmail.com

June 16, 2016

**To:** Kent Street, Village Manager

**From:** Andrew Lichterman

This letter serves to confirm that I agree with the terms, as presented, in the Residential Lease Agreement and Addendum for 1219 Carlisle Place, Deerfield, IL 60015 as well as the Resident Manager Agreement.

Please contact me if you have any questions concerning this matter.

Sincerely,

Andrew Lichterman

A handwritten signature in cursive script, reading "Andrew Lichterman", positioned above a horizontal line.

**REQUEST FOR BOARD ACTION**

**Agenda Item: 16-67**

**Subject:** Authorization to Approve Bio-Solids Removal Contract

**Action Requested:** Authorize \$17,500 for the Bio-Solids Removal Contract, Services Provided by Dahm Enterprises, Inc. (Budgeted Amount of \$40,000)

**Originated By:** Department of Public Works and Engineering

**Referred To:** Mayor and Village Board of Trustees

**Summary of Background and Reason for Request**

The Water Reclamation Facility (WRF) accumulates approximately 2,200 cubic yard of bio-solids each year which must be disposed of in accordance with Illinois Environmental Protection Agency requirements. The bio-solids are accumulated in the storage building as part of normal operations. This year \$40,000 has been budgeted for the removal and beneficial reuse of this product. The storage building is emptied out 2 times per year, in the spring and fall. The previous contract will expire on July 31<sup>st</sup>, 2016. This year \$40,000 has been budgeted for the removal of bio-solids. Approximately half of the budgeted amount was spent on sludge hauling this spring, leaving \$20,000 in the budget.

In May of 2016 the Village requested proposals from three contractors that are known to provide these services in north-eastern Illinois. The contractors responded as follows:

<u>Proposal</u>	<u>Unit Price</u>	<u>Alternate 1-day</u>
1. Dahm Enterprises Inc.	\$19.98/cu.yd.	\$22.88/cu.yd.
2. Stewart Spreading, Inc.	\$23.50/cu.yd.	\$29.00/cu.yd.
3. Synagro Central, LLC.	\$23.75/cu.yd.	\$25.00/cu.yd.

Dahm Enterprises, Inc. provided the lowest price proposal for labor and equipment necessary for the loading, transportation and land application of the material. The contract includes the second hauling of 2016 through calendar year 2018. The contract allows for two optional one year extensions. The WRF utilized the services of Dahm Enterprises on previous bio-solids hauling contracts and looks forward to working with them again.

Staff recommends that the Board of Trustees waive the competitive bidding process and accept the proposal from Dahm Enterprises, Inc. Staff further requests that the Village Board authorize up to \$17,500 for the fall hauling of biosolids by Dahm Enterprises, Inc.

**Reports and Documents Attached:**

None

**Date Referred to Board:** 6.20.16

**Action Taken:** \_\_\_\_\_

## REQUEST FOR BOARD ACTION

Agenda Item: 16-68

Subject: Request for Board Action – Authorization to Purchase a Police Vehicle

Action Requested: Approval of Recommendation

Originated By: Police Department

Referred To: Mayor and Board of Trustees

### Reports and Documents Attached:

- Memorandum Chief Sliozis to Kent Street with background and recommendation.
- Quote from Highland Park Ford

Date Referred to Board: June 20, 2016

Action Taken: \_\_\_\_\_



# DEERFIELD POLICE DEPARTMENT



DATE: June 16, 2016  
 TO: Kent Street, Village Manager  
 FROM: Chief John J. Sliozis  
 CC: D.C. Keane  
 SUBJECT: Request for Board Action – Police Vehicle Purchase

## BACKGROUND

As part of the “marked” police vehicle fleet, the Police Department currently utilizes one (1) 2010 Ford F150 pickup truck (VIN# 1FTPW14VX9FA35552, current mileage 54,232) which was purchased in 2010 and scheduled for replacement in FY 2016. The F-150 has proven to be an outstanding utility vehicle that meets the needs of the Department and serves in a function other vehicles are not capable.

The State of Illinois does not currently provide a “State Bid” for a comparable pickup truck. The Northwest Municipal Conference currently holds a bid from Roesch Ford in Bensenville, Illinois for a 2016 Ford F-150 in the amount of \$29,582.00. Highland Park Ford in Highland Park, Illinois has offered a similarly equipped vehicle in the amount of \$28,703.00.

Due to the age of some of the equipment installed in the current vehicle and minor changes to the body style of the new vehicle, an additional \$9,389.40 will be required to purchase and install emergency lighting, radio equipment and other operational necessities. The Departments current vendor, Havey Communications of Lake Bluff, IL, would provide the equipment and service at the above stated cost. Also due to body style changes, a replacement fiberglass work cap for the bed of the truck would be purchased and installed from and by Jem Top, Inc of Lake Zurich, IL, at a cost of \$2,069.00. Graphics and lettering similar to the other vehicles in the fleet would be provided by our current vendor, Suburban Accents of Rolling Meadows, IL, at a cost of \$450.00. A summary listing of requested items follows;

2016 Ford F-150 Truck	\$28,703.00
Havey Communications	\$9,389.40
Jem Top, Inc	\$2,069.00
Suburban Accents	\$450.00

The purchase and replacement of the current Ford F-150 vehicle and equipment is budgeted in the 2016 Vehicle and Equipment Replacement Fund (VERF) in the amount of \$30,000.00. Due to the unanticipated change in equipment and body style of the vehicle the actual cost is \$40,611.40. However, due to annual review and extending the “life expectancy” of the vehicle several times, it is estimated \$42,550.00 has been contributed to the VERF account for the replacement of the vehicle during its years of service. The Department requests that the total cost of the vehicle, equipment and graphics be paid for utilizing the total funds contributed to the

VERF account in the amount of \$40,611.40. Additionally, the existing 2010 Ford F150 will be transferred to Public Works for further use.

**RECOMMENDATIONS**

It is the recommendation of the Police Department that the Mayor and Board of Trustees authorize the purchase a 2016 Ford F-150 from Highland Park Ford in an amount not to exceed \$28,703.00, the purchase of a utility cap from Jem Top, Inc of Lake Zurich, Illinois at a cost not to exceed \$2069.00 and utilize Havey Communications to purchase, install and transfer the equipment and emergency lighting at a cost not to exceed \$9,389.40.



---

John J. Sliozis  
Chief of Police

VEHICLE BUYERS ORDER



FACTORY ORDER

1333 Park Ave West • Highland Park, IL 60035  
 847.433.7200 • 847.831.5860 • 847.433.0356 Fax  
 www.hpfordlincoln.com

STOCK NO. \_\_\_\_\_  
 DATE JUNE 2 2016

PURCHASER'S NAME \_\_\_\_\_  
 (PRINT OR TYPE)

Village of DEERFIELD

PLEASE ENTER MY ORDER FOR ONE

NEW  USED  DEMO AS FOLLO

MAKE <u>2016 Ford</u>	MODEL <u>F150</u>	COLOR <u>WHITE</u>	TYPE <u>XL</u>	YEAR <u>20</u>
SERIAL NO. AND/OR ENGINE NO.			TO BE DELIVERED ON OR ABOUT <u>20</u>	

<b>REVISED III</b>	CASH PRICE OF VEHICLE	<u>4 DOOR CREW CAB</u>
		<u>GRAY 40/20/40 CLOTH SEAT</u>
		<u>V8 5.6 LITER</u>
		<u>TRAILER TOW PACKAGE</u>
		<u>REVERSE SENSING</u>
		<u>ELECTRONIC 6 SPEED AUTO TRANS</u>
		<u>3.31 AXLE</u>
		<u>7000 GVWR / 23 GALLON GAS TANK</u>
		<u>BLACK RUNNING BOARDS</u>
		<u>FLOOR CARPETING</u>

POWER HEATED MIRRORS / REQUIRES SPOTLIGHT  
POWER GROUP.

TOTAL 28703<sup>00</sup>  
 TAX \_\_\_\_\_

LICENSE	TRANSFER	TITLE	REGISTRATION FEE	
				(1) TOTAL CASH DELIVERED PRICE <u>28703<sup>00</sup></u>

DOWN PAYMENT	CASH DEPOSIT SUBMITTED WITH ORDER			
	ALLOWANCE FOR USED VEHICLE TRADE-IN, AS APPRAISED			
	LESS BALANCE OWING TO			
				(2) TOTAL DOWN PAYMENT

DESCRIPTION OF TRADE-IN				AMT. DUE ON DELIVERY (1 Less 2)	
MAKE	MODEL	TYPE	YEAR		
ENG. NO.	LICENSE NO.	TITLE NO.			
SER. NO.					

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS / SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS" - NOT EXPRESSLY WARRANTED OR GUARANTEED.

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

**THIS ORDER IS NOT A BINDING CONTRACT.**

I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am legal age, or older, and hereby acknowledge receipt of a copy of this order.

APPROVED \_\_\_\_\_  
 SALESMAN  
 BY \_\_\_\_\_  
 CREDIT APPROVED: \_\_\_\_\_

SIGNED: \_\_\_\_\_ PURCHASER  
 ADDRESS: 850 WAUKEGAN RD  
DEERFIELD IL 60015  
8479458636  
 PHONE (RESIDENTIAL) \_\_\_\_\_ (BUS.) \_\_\_\_\_