



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
6:15 P.M., AUGUST 18, 2015**

AGENDA

- I) Call to Order**
- II) Roll Call**
- III) Minutes – Committee of the Whole Meeting – July 21, 2015**
- IV) Regular Business**
 - 1) Status Report on the 2015 Lincolnwood Fest (6:15 – 6:30 p.m.)
 - 2) Discussion Concerning the Naming of a Park Facility (6:30 – 7:00 p.m.)
 - 3) Discussion Concerning the Regulations Governing Commercial Vehicles (7:00 – 7:30 p.m.)
- V) Public Comment**
- VI) Adjournment**

DATE POSTED: August 14, 2015

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
JULY 21, 2015**

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:00 PM, Tuesday, July 21, 2015 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

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

PRESENT: President Turry, Trustees Elster, Spino, Bass, Klatzco, Cope (6:25PM)

ABSENT: Trustee Patel

A quorum was present. Also present: Timothy Wiberg, Village Manager; Charles Meyer, Assistant to the Village Manager; Douglas Petroschius, Assistant Village manager; Steven Elrod, Village Attorney; Amanda Williams, Management Analyst; Ashley Engelmann, Public Works Director; Andrew Letson, Assistant to the Public Works Director; Charles Greenstein, Village Treasurer; Aaron Cook, Community Development Manager, Mark Duntemann, Village Botanist.

Approval of Minutes

Minutes of the June 16, 2015 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Klatzco moved to approve the minutes as presented. Trustee Elster seconded the motion.

The motion passed with a Voice Vote.

Regular Business

1. Presentation from South Bay Partners concerning their Proposed Senior Housing Development for the Former Bell & Howell Site

Mr. Wiberg introduced this item.

It is noted that this presentation is for information only.

The following addressed the Board: Adam Arnold, David Kastur, David Shindoll and Wendy Schulenberg.

Project Overview

***Senior Living Unit Counts**

- 249 Independent Living Units
- 90 Assisted Living Units
- 44 Memory Care Units

***Features**

- Multiple Dining Options
- Indoor Pool
- Living Areas

- Patios and Courtyards
- Exercise Facilities
- Social Programming

The following were identified:

- *Developer – South Bay Partners
- *Architect – Jensen and Halstead Ltd
- *Civil Engineer – Mackie Consultants
- *Construction – Charles Hall Construction

An aerial view of the location (3400 W. Pratt) was exhibited.

Zoning and Design Considerations

*Traditional vs PUD Zoning Approval

- Special Use – Few, if any variations required – Parking
- Application 30 days before Board Meeting

*Main building entrances focus traffic to Northeast Parkway

*Single curb-cut onto Pratt Avenue to minimize traffic

*302 Parking spaces including a 142 space enclosed garage

*On-Site EMT Garage and Facility

*Maximizing Green Spaces

- Patios
- Walking Pathways
- Parking vs Landscaped Green Space

*Joining two existing storm water basins into one and retaining berms, landscaping and trees along Pratt for screening

*Studies

Requested Studies

*Traffic impact study

- Focus ingress/egress towards Northeast Parkway
- Limit traffic on Pratt Avenue

*Economic Impact Study

- Fiscal: What, if any additional impact will project have on police, fire, schools etc.
- Economic: What, if any, additional revenue will be driven to Village and community.

*Parking Analysis

- Historical Data. Developer's, operator's, architect's and construction's other projects

Renderings of entire project were exhibited.

Parking: Potential Land Bank

*Code definition (Article VII, 7.10)

- Independent living: 1 space/unit+1 space/2 full time employees
- Assisted (Group) Living: 1 space/4 residents+1 space/full time employee
- Memory care?

*Applied Code

- 253 Independent Living Spaces (249 Unit Spaces + Four Employee Spaces)
- 48.5 Assisted Living Spaces (22.5 Unit Spaces +26 Employee Spaces)
- Memory Care : 0 Resident spaces (practical application), FTEs in Assisted Living count

*Site Planned Currently

- 302 Total Spaces: 142 Garage (including 5 ADA) and 159 Surface (including 6 ADA)
- Note: Estimated employee counts based on historical programming

- *Historical Data/Parking Study: We are compiling historical senior living parking data. Traditionally, fewer residents require parking than is required by the Village Code.
- *Village Guidance: The parking code as defined can be accommodated. Given historical data suggests a lesser need than code coupled with the Village's desire for green space. We are working with Village Staff for the process to Land Bank "extra" spaces.

Discussion and questions ensued. The petitioners will next go before the Plan Commission.

2. Status Report Concerning the Emerald Ash Borer Infestation

This item was introduced by Andrew Letson and Mark Duntemann.

The purpose of this discussion is to provide an update on the current EAB situation within the Village.

Background

- *Emerald Ash Borer (EAB) is a small destructive beetle
 - Native to Asia and Eastern Russia
 - Invasive species, highly destructive to Ash trees
 - First discovered in North America in Michigan, June of 2002
 - 8 million urban Ash trees in the United States
 - Currently found in 24 states

A map was displayed identifying the states involved in the Cooperative Emerald Ash Borer Project

EAB Damage

- *Most significant damage takes place when the insect is in its larval stage
- *Bore holes and "s" shaped feeding galleries of the larvae disrupt the flow of nutrients and water as they rise up the trunk from the roots to the crown of the tree
- *Results in the death of the tree
- *First noticeable sign is dieback in the upper crown of the tree
- *Tree will usually be dead by the following year

Photos of affected trees were displayed.

Illinois Department of Agriculture

- *2006-quarantine zones established which restrict the movement of firewood and guidelines for debris chipping
 - 2006-Lincolnwood within quarantine zone
- *Today-Entire State of Illinois is within a quarantine zone
 - Ash products are prohibited from being moved outside of the state
 - 56 counties within Illinois have confirmed EAB and are restricted to interstate movement of Ash products

EAB Management Approach

- *Since April 2007. Staff has worked to implement the Village's EAB management plan
 - Remove and replace approach
 - Removals completed in-house by Village Staff
 - New trees are planted as funds are available and where space is sufficient
- *No way to stop EAB or reverse the damage
 - Treatments exist, but will not repair the damage
 - At this point, it is believed that every Ash tree is infested, so treatment would not be a feasible option

Lincolnwood Ash Tree Population

*2006 Inventory – 9,000 street trees

- 1,714 Ash (19% of total population)

*2009-2014 Ash Removals

- Removals increased from approximately 120 trees per year to 350 in 2014
- To date, 1,234 Ash trees have been removed

*2015-433 Ash Remaining (5% of total population)

- By next Spring it is anticipated that 133 Ash trees will remain and will be monitored and removed as necessary

A map indicating Ash tree locations was exhibited.

Replacement

*2009-2012: 120 trees/year removed and replaced

- Annual tree replacement budget used

*2013: number of Ash trees removed increases beyond existing fund levels

- Starting I FY 2014/15 the Village Board increased fundi9ng to keep up with the number of trees being lost

*Recently completed the spring 2015 planting

- 122 trees were planted
- 180 additional trees are budgeted for planting in the fall
- New parkway trees will only be planted in areas where there is sufficient space

A map indicating the locations of planned spring planting was exhibited.

Replacement Funding

*General Fund

- \$105,000 annually for three years for a total of \$315,000 (beginning in FY2014/14, currently in the second year)
- Includes species other than Ash that were lost

*Northeast Industrial District (NEID) TIF:

- \$30,000 annually for a total of \$90,000 (beginning in FY2014/15, currently in the second year)
- Since Fall of 2012 used entire budget to replace Ash trees

*Grants

- 2011-awarded \$10-,000 from the Metropolitan Mayors Caucus
- 2012-awarded \$15,000 from the Illinois Department of Natural Resources

Upcoming Tree Planting (Planned)

<i>Planting Season</i>	<i>Number of Trees</i>	<i>Cost - \$375 per tree</i>	<i>Fiscal Year</i>	<i>Funding Mechanism</i>
Fall 2015	180	\$67,500	2015/16	Village Funds
Spring 2016	180	\$67,500	2015/16	Village Funds
Fall 2016	180	\$67,500	2016/17	Village Funds
Spring 2017	180	\$67,500	2016/17	Village Funds

*After spring 2017 the total number of trees replaced will be approximately 1,550

- Estimate may vary based on parkway space availability
- Staff will evaluate the program as part of the budget process to determine if additional funding is still required for FY2016/17

Private Trees

*The Village Arborist estimates that there are 250 Ash trees located on private property

- Hazardous trees must be removed from private property within 30 days of notification

*Since 2010, the Village has issued permits to 125 properties for the removal of Ash trees, of those, 28 were through nuisance tree letters.

A map of the United States indicating the areas of the Cooperative Emerald Ash Borer Project was exhibited.

A graph of neighboring communities indicated that the majority were not treating the Ash Borer problem.

Discussion ensued.

3. Discussion Concerning Public Transportation Options

This item was presented by Charles Meyer using PowerPoint.

At the last presentation of this item survey results and research results were presented.

It was suggested that a citizen's committee be formed to address the issue. Mr. Abe Rokach, a resident would be willing to chair such a committee. Staff will attempt to contact interested residents. Research showed that no other local contacted communities have such a committee.

Three communities, in Massachusetts, North Carolina and Oregon have committees which address these areas of concern. The components of the committees are as follows:

*Elected Officials

*Community Leaders

- Business owners
- University/non-profit leaders
- Religious leaders

*Residents

Structure Options

*Commission

- Created via an Ordinance approved by the Village Board
- Includes seven residents who would serve on the commission
- Staff would provide ongoing support for the Commission and help in implementing any decisions of the Commission

*Not-For-Profit

- Is a separate entity from the Village
- Requires grassroots support from the community
- Would likely require initial seed money and ongoing support from the Village

Additional Considerations

*Village Board discussed the potential cost of creating a route that would provide services from Lincolnwood to Jefferson Park

*Results

- The projected expense would be \$144,000 in the first year
- Would require three buses

- Village would only recover a small percentage of revenue relative to operating expenses
- Would duplicate services currently being provided by CTA and Pace

CTA and Pace routes were exhibited as well as a map of Public Transportation Routes for the Village.

Additional cost considerations were presented.

Recommended Options

- *Create a Commission that is charged with overseeing mass transit options for the Village
- *Support the creation of a not-for-profit guided by volunteers to develop mass transit options for the community
- *Continue to lobby the State, Pace, and CTA by Staff and elected officials to expand services throughout Lincolnwood
- *Create a Village-operated route at an annual expense of approximately \$140,000

An attempt should be made to reach out to residents.

Adjournment

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

Respectfully Submitted

Beryl Herman
Village Clerk

MEMORANDUM

TO: President Turry and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: August 14, 2015

SUBJECT: **August 18 Committee of the Whole Meeting**

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

1) **Status Report on the 2015 Lincolnwood Fest (6:15 – 6:30 p.m.)**

Damien Kardaras, Chairman of the Friends of Lincolnwood 2015, will be present on Tuesday evening to discuss the [attached](#) financial report from this year's Fest. Also [attached](#) is the Village's out-of-pocket expenses for this year's Lincolnwood Fest.

2) **Discussion Concerning the Naming of a Park Facility (6:30 – 7:00 p.m.)**

The Village has received a request to name a ball field in Proesel Park after Alan Chapman, a stand-out Lincolnwood Little League player in the 1960's. The last time the Board discussed a similar request was in 2012 when a request was made to name a park after Gil Maghida. After discussion by the Park Board and Village Board, the Village Board approved a policy which stated that a park cannot be named for an individual. Unfortunately this policy is silent concerning a request to name an amenity in a park after an individual. [Attached](#) is a memorandum from the Parks Director concerning the latest request to name a ball field after an individual. The Board will be asked to provide its input into the requested naming and to possibly refer this issue to a Park Board sub-committee to establish a clear policy on naming amenities within parks.

3) **Discussion Concerning the Regulations Governing the Parking of Commercial Vehicles (7:00 – 7:30 p.m.)**

The Board will be asked to provide direction regarding the outstanding issues concerning the establishment of new regulations for the parking of commercial vehicles in the Village. [Attached](#) is a memorandum from the Police Chief summarizing the outstanding issues.

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

Financial Statements

of
FRIENDS OF LINCOLNWOOD 2015, INC
For the Period Ended December 31, 2015

FRIENDS OF LINCOLNWOOD 2015, INC
Balance Sheet
December 31, 2015

Assets

Current Assets

Cash in Bank

\$ 38,500.99

Total Current Assets

\$ 38,500.99

Fixed Assets

Other Assets

Total Assets

\$ 38,500.99

FRIENDS OF LINCOLNWOOD 2015, INC
Balance Sheet
December 31, 2015

Liabilities and Equity

Current Liabilities		
Long Term Liabilities		
Equity		
Current Income (Loss)	<u>38,500.99</u>	
Total Equity		<u>38,500.99</u>
Total Liabilities & Equity		\$ <u>38,500.99</u>

FRIENDS OF LINCOLNWOOD 2015, INC
Income Statement
For the Period Ended December 31, 2015

	<u>1 Month Ended</u> <u>Dec. 31, 2015</u>	<u>Pct</u>	<u>12 Months Ended</u> <u>Dec. 31, 2015</u>	<u>Pct</u>
Revenue				
SALES	\$ <u>87,871.36</u>	<u>100.00</u>	\$ <u>87,871.36</u>	<u>100.00</u>
Total Revenue	87,871.36	100.00	87,871.36	100.00
Cost of Sales				
Beginning Inventory	0.00	0.00	0.00	0.00
Less Ending Inventory	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Cost of Sales	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Gross Profit	87,871.36	100.00	87,871.36	100.00
Operating Expenses				
Advertising	500.00	0.57	500.00	0.57
Credit Card Fees	5.95	0.01	5.95	0.01
Equipment Rental	7,391.27	8.41	7,391.27	8.41
Gratuities	420.00	0.48	420.00	0.48
Insurance	3,637.00	4.14	3,637.00	4.14
Licenses and Fees	84.25	0.10	84.25	0.10
Outside Services	24,200.00	27.54	24,200.00	27.54
Printing	919.00	1.05	919.00	1.05
Security	2,895.00	3.29	2,895.00	3.29
Supplies	1,698.05	1.93	1,698.05	1.93
Utilities	<u>7,619.85</u>	<u>8.67</u>	<u>7,619.85</u>	<u>8.67</u>
Total Expenses	<u>49,370.37</u>	<u>56.18</u>	<u>49,370.37</u>	<u>56.18</u>
Operating Income	<u>38,500.99</u>	<u>43.82</u>	<u>38,500.99</u>	<u>43.82</u>
Total Other Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Net Income (Loss)	\$ <u><u>38,500.99</u></u>	<u><u>43.82</u></u>	\$ <u><u>38,500.99</u></u>	<u><u>43.82</u></u>

8/4/2015
15:33

FRIENDS OF LINCOLNWOOD 2015, INC
Transaction Listing
Period Ending: 12/31/15

Company: FRI
Page: 1

<u>Date</u>	<u>Mt</u>	<u>Reference</u>	<u>Account</u>	<u>Description</u>	<u>Item Amount</u>	<u>Ref. Amount</u>
5/22/15	12	1001	7000	VILLAGE OF LINCOLNWOOD	59.25	59.25
5/28/15	12	1002	6800	SECURA INSURANCE	1,966.00	1,966.00
5/28/15	12	1003	6800	U.S. WEATHER INSURANCE	912.00	912.00
6/16/15	12	1004	6800	SECURA INSURANCE	75.00	75.00
6/16/15	12	1005	6800	IRMO INSURANCE	684.00	684.00
6/20/15	12	1006	7000	ILCC	25.00	25.00
7/1/15	12	1007	1010	CASH ON HAND	500.00	500.00
7/1/15	12	1008	7410	G & MK ENTERPRISES	2,895.00	2,895.00
7/1/15	12	1009	6100	CHICAGO TRIBUNE	500.00	500.00
7/14/15	12	1010	7210	PRINT XPRESS	275.00	275.00
7/27/15	12	1011	7110	MARLON LONGID	1,600.00	1,600.00
7/27/15	12	1012	7110	DEAN GAGUARDOTTO	750.00	750.00
7/27/15	12	1013	7110	THINK FLOYD USA	5,000.00	5,000.00
7/27/15	12	1014	7110	BRIAN VAN MERSBERGEN	750.00	750.00
7/27/15	12	1015	7110	KEN MURPHY	500.00	500.00
7/27/15	12	1016	7110	JIM COX	1,200.00	1,200.00
7/27/15	12	1017	7110	STEVEN KIKOEN	2,500.00	2,500.00
7/27/15	12	1018	6720	VILLAGE INN	420.00	420.00
7/27/15	12	1019	7110	LINDA BOUVILOM	5,000.00	5,000.00
7/27/15	12	1020	7110	RANDY PAYNE	300.00	300.00
7/27/15	12	1021	7210	APR GRAPHICS INC	275.00	275.00
7/27/15	12	1022	7210	APR GRAPHICS	225.00	225.00
7/27/15	12	1023	7210	PRINT XPRESS	144.00	144.00
7/27/15	12	1024	6650	HOUSE OF RENTAL	6,680.95	6,680.95
7/27/15	12	1025	7450	VILLAGE INN	890.55	890.55
7/27/15	12	1026	7450	LANG ICE	607.50	607.50
7/27/15	12	1027	7110	MG AUDIO	4,100.00	4,100.00
7/27/15	12	1028	7110	MONDAY NIGHT CAR SHOWS	2,500.00	2,500.00
7/27/15	12	1029	2100	VILLAGE OF LINCOLNWOOD	10,000.00	10,000.00
8/3/15	12	1030	6650	HALLS RENTAL	710.32	710.32
8/3/15	12	1031	7750	CHICAGO PORTABLE POWER	7,619.85	7,619.85
8/3/15	12	1032	7450	LEE CONCESSIONS	200.00	200.00
5/31/15	12	CD	1010	CASH ON HAND	-100.00	
5/31/15	12	CD	1100	DEPOSITS	10,100.00	
5/31/15	12	CD	2100	LOANS FR LINCOLNWOOD	-10,000.00	
6/30/15	12	CD	1100	DEPOSITS	3,000.00	
6/30/15	12	CD	3000	SALES	-3,000.00	
7/31/15	12	CD	1010	CASH ON HAND	-400.00	
7/31/15	12	CD	1100	DEPOSITS	85,696.36	
7/31/15	12	CD	1100	DEPOSIT RETURN	-425.00	
7/31/15	12	CD	1100	CASH IN BANK	-5.95	
7/31/15	12	CD	3000	SALES	-85,296.36	
7/31/15	12	CD	3000	DEPOSIT RETURN	425.00	
7/31/15	12	CD	6400	CC FEE	5.95	

8/4/2015
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FRIENDS OF LINCOLNWOOD 2015, INC
Transaction Listing
Period Ending: 12/31/15

Company: FRI
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<u>Date</u>	<u>Mt</u>	<u>Reference</u>	<u>Account</u>	<u>Description</u>	<u>Item Amount</u>	<u>Ref. Amount</u>
8/3/15	12	CD	1100	Credit to Cash	-59,864.42	<u>-59,864.42</u>
45 Transactions For The Period					Journal Balance	<u>0.00</u>

Account Number Control Total: 241,110

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FRIENDS OF LINCOLNWOOD 2015, INC
General Ledger - Period Ending 12/31/15

Company: FRI
Page: 1

<u>Date</u>	<u>Mt</u>	<u>Reference</u>	<u>Account</u>	<u>Description</u>	<u>Current</u>	<u>Year-to-Date</u>
Beginning Balance			1010	Cash on hand		0.00*
7/1/15	12	1007	1010	CASH ON HAND	500.00	
5/31/15	12	CD	1010	CASH ON HAND	-100.00	
7/31/15	12	CD	1010	CASH ON HAND	-400.00	
				Ending Balance =	0.00*	0.00**
Beginning Balance			1100	Cash in Bank		0.00*
5/31/15	12	CD	1100	DEPOSITS	10,100.00	
6/30/15	12	CD	1100	DEPOSITS	3,000.00	
7/31/15	12	CD	1100	DEPOSITS	85,696.36	
7/31/15	12	CD	1100	DEPOSIT RETURN	-425.00	
7/31/15	12	CD	1100	CASH IN BANK	-5.95	
8/3/15	12	CD	1100	Credit to Cash	-59,864.42	
				Ending Balance =	38,500.99*	38,500.99**
Beginning Balance			2100	Notes Payable - Current		0.00*
7/27/15	12	1029	2100	VILLAGE OF LINCOLNWOOD	10,000.00	
5/31/15	12	CD	2100	LOANS FR LINCOLNWOOD	-10,000.00	
				Ending Balance =	0.00*	0.00**
Beginning Balance			3000	SALES		0.00*
6/30/15	12	CD	3000	SALES	-3,000.00	
7/31/15	12	CD	3000	SALES	-85,296.36	
7/31/15	12	CD	3000	DEPOSIT RETURN	425.00	
				Ending Balance =	-87,871.36*	-87,871.36**
Beginning Balance			6100	Advertising		0.00*
7/1/15	12	1009	6100	CHICAGO TRIBUNE	500.00	
				Ending Balance =	500.00*	500.00**
Beginning Balance			6400	Credit Card Fees		0.00*
7/31/15	12	CD	6400	CC FEE	5.95	
				Ending Balance =	5.95*	5.95**
Beginning Balance			6650	Equipment Rental		0.00*
7/27/15	12	1024	6650	HOUSE OF RENTAL	6,680.95	
8/3/15	12	1030	6650	HALLS RENTAL	710.32	
				Ending Balance =	7,391.27*	7,391.27**
Beginning Balance			6720	Gratuities		0.00*
7/27/15	12	1018	6720	VILLAGE INN	420.00	
				Ending Balance =	420.00*	420.00**
Beginning Balance			6800	Insurance		0.00*
5/28/15	12	1002	6800	SECURA INSURANCE	1,966.00	
5/28/15	12	1003	6800	U.S. WEATHER INSURANCE	912.00	
6/16/15	12	1004	6800	SECURA INSURANCE	75.00	
6/16/15	12	1005	6800	IRMO INSURANCE	684.00	

8/4/2015
15:33

FRIENDS OF LINCOLNWOOD 2015, INC
General Ledger - Period Ending 12/31/15

Company: FRI
Page: 2

<u>Date</u>	<u>Mt</u>	<u>Reference</u>	<u>Account</u>	<u>Description</u>	<u>Current</u>	<u>Year-to-Date</u>
				Ending Balance =	3,637.00*	3,637.00**
Beginning Balance			7000	Licenses and Fees		0.00*
5/22/15	12	1001	7000	VILLAGE OF LINCOLNWOOD	59.25	
6/20/15	12	1006	7000	ILCC	25.00	
				Ending Balance =	84.25*	84.25**
Beginning Balance			7110	Outside Services		0.00*
7/27/15	12	1011	7110	MARLON LONGID	1,600.00	
7/27/15	12	1012	7110	DEAN GAGUARDOTTO	750.00	
7/27/15	12	1013	7110	THINK FLOYD USA	5,000.00	
7/27/15	12	1014	7110	BRIAN VAN MERSBERGEN	750.00	
7/27/15	12	1015	7110	KEN MURPHY	500.00	
7/27/15	12	1016	7110	JIM COX	1,200.00	
7/27/15	12	1017	7110	STEVEN KIKOEN	2,500.00	
7/27/15	12	1019	7110	LINDA BOUVILOM	5,000.00	
7/27/15	12	1020	7110	RANDY PAYNE	300.00	
7/27/15	12	1027	7110	MG AUDIO	4,100.00	
7/27/15	12	1028	7110	MONDAY NIGHT CAR SHOWS	2,500.00	
				Ending Balance =	24,200.00*	24,200.00**
Beginning Balance			7210	Printing		0.00*
7/14/15	12	1010	7210	PRINT XPRESS	275.00	
7/27/15	12	1021	7210	APR GRAPHICS INC	275.00	
7/27/15	12	1022	7210	APR GRAPHICS	225.00	
7/27/15	12	1023	7210	PRINT XPRESS	144.00	
				Ending Balance =	919.00*	919.00**
Beginning Balance			7410	Security		0.00*
7/1/15	12	1008	7410	G & MK ENTERPRISES	2,895.00	
				Ending Balance =	2,895.00*	2,895.00**
Beginning Balance			7450	Supplies		0.00*
7/27/15	12	1025	7450	VILLAGE INN	890.55	
7/27/15	12	1026	7450	LANG ICE	607.50	
8/3/15	12	1032	7450	LEE CONCESSIONS	200.00	
				Ending Balance =	1,698.05*	1,698.05**
Beginning Balance			7750	Utilities		0.00*
8/3/15	12	1031	7750	CHICAGO PORTABLE POWER	7,619.85	
				Ending Balance =	7,619.85*	7,619.85**
				General Ledger is in balance.		0.00**
45 Transactions						
Current Profit		38,500.99		Y-T-D Profit	38,500.99	

Village's Out-of-Pocket Expenses for the 2015 Lincolnwood Fest

Department	Category	Expense
Police	Overtime	\$7,798
Public Works	Overtime	\$4,645
	Misc. Supplies	\$790
		PW Total: \$5,435
Parks	Overtime	\$830
	Grand Total	\$14,063

Lincolnwood Parks & Recreation

MEMORANDUM

TO: Timothy C. Wiberg, Village Manager

FROM: Jan Peterson Hincapie, Director of Parks and Recreation

DATE: August 4, 2015

A proposal was received from Paul Sortal, a Niles West Alumni, to name a baseball/softball field after former resident, Alan Chapman. Alan Chapman, now an adult living in Deerfield, was an alumnus of Lincolnwood schools and played Little League in Lincolnwood during the 1960's. In addition to naming a field after Mr. Chapman, a group of his friends would like to donate a scoreboard with a name banner to identify the field. This donation is valued at approximately \$5000 (Scoreboard and Installation).

The Parks and Recreation Board had a discussion about naming the field at their July meeting. Paul Sortal was invited to the August meeting to talk about his proposal and to answer any questions that the Park Board had about the materials which he submitted.

Background

In 2012, a proposal was presented to the Parks and Recreation Board to name a park after an individual. This precipitated the formation of a subcommittee of the Parks and Recreation Board to discuss, research, and evaluate the then current policy governing the naming of parks and park buildings. The subcommittee was made up of Board Members Barbara Pabst and Reese Gratch along with Staff Liaison, Dan Malartsik.

The original policy governing the naming of parks and park buildings was developed in 1994 and modified in 1999. The subcommittee recommended, and the Village Board approved a new policy in 2012. The 2012 policy governs the naming of park land, which was defined as tot lots, neighborhood parks, community parks and bikeways, as well as the naming of buildings (Community Center) and facilities (Aquatic Center).

The policy states that park land could not be named after individuals. In looking back at the notes taken of conversations of the subcommittee Chairperson Gratch recalled that naming amenities in parks such as ball fields, The Skate Spot in Springfield Park, rooms in the Community Center, and disc golf course in Centennial Park was an agreeable option to the group. Unfortunately, the naming of amenities within parks weren't addressed in the 2012 policy, and the criteria for naming was not been defined.

In researching our policy and other naming policies, there are basically three types of naming:

- Honorary
- Philanthropic
- Sponsorship.

An *honorary* naming is when an amenity or program/event is named after a person for their character or accomplishments and/or their contributions to the community.

A *philanthropic or monetary* naming is when an amenity or program/event is paid for (monetary or in-kind) by donor.

A *corporate sponsorship* naming is when a company provides resources (monetary or in-kind) in exchange for the naming of an amenity or program/event for publicity or marketing purposes. This is a mutually beneficial relationship agreed upon by the two parties and secured with an agreement outlining the terms.

Most agencies have no specific guidelines for the naming of amenities within parks. It appears that most requests are evaluated on a case-by-case basis. This is unfortunate because even under the best of circumstances, it is difficult to talk about whether someone is worthy of having a park amenity bear their name.

Parks and Recreation Board Action

Members of the Parks and Recreation Board acknowledged that it was difficult to name a field without specific criteria. After a lengthy discussion the Board made the following recommendations:

1. Motion to approve a Resolution to accept the donation of a scoreboard valued at approximately \$5000 to be placed at Field #3 in Proesel Park, to be scripted in a designated area on the scoreboard with the words: *In Honor of Alan Chapman*.
Approved: 7-0
2. Motion to place the image of the Chicago Daily News article of 1965, *Alan Chapman: All American Boy* on a metal sign (the size of the park rules sign) on the fence at Field #3.

Approved: 7-0

While the Board did not approve the naming of the field, they appreciate the donation of the scoreboard and wanted Mr. Chapman to be recognized. They also felt it was important to educate the public about Mr. Chapman's life in Lincolnwood as a young man.

A subcommittee was created to establish a policy for the naming of amenities within parks. Art Lovering, Victor Shaw and Sarah Hardin will represent the Parks and Recreation Board on the subcommittee. Village Board Liaison Spino also asked to be included. I will serve as the liaison to the group. Their goal is to return to the Parks and Recreation Board with their findings at their regularly scheduled meeting on Tuesday, October 13, 2015.

Staff is looking for direction as to how to move forward. Some options are:

1. Concur with the recommendations of the Parks and Recreation Board, placing the items on the September 1, 2015 Village Board agenda.
2. Refer the item back to the subcommittee of the Parks and Recreation Board, allowing for further analysis of the current policy and clarification of the criteria for the naming of amenities within parks.

Documents Attached:

Paul Sortal's April 3, 2015 letter

American League Division Statistics of the 1963 Lincolnwood Little League

Chicago Daily News Article: Alan Chapman: All American Boy

2012 Park Land, Building and Facility Naming Policy

July 14, 2015 Parks and Recreation Board meeting minutes

August 11, 2015 Parks and Recreation Board meeting minutes

April 3, 2015

The Honorable Gerald C. Turry, President
Village of Lincolnwood
6900 N. Lincoln Ave.
Lincolnwood, IL 60712

Dear Jerry,

This letter regards a suggestion to name the Little League ball field at Proesel Park after a truly outstanding athlete in Lincolnwood sports lore who has also proven to be an exceptional human being in the course of his adult life. Alan Chapman is the personification of a mensch, and I am convinced that virtually anyone who has had the opportunity to truly know Alan would concur.

In the interest of full disclosure, I should state that Alan Chapman and I were baseball and basketball (and briefly, football) teammates at Niles West and he has been a life-long friend. It is important to declare that I conceived of this idea solely on my own and not in any way at his behest, initially because of his extraordinary Little League career. (So aware of his legend, I would drive by the Proesel Park Little League field and proclaim to myself and any passengers, "There is the house that Al built", a take-off on the famous "house that (Babe) Ruth built" that was the old Yankee Stadium). I grew up in Skokie and played Little League baseball at the VFW field which was located perhaps a mile to the northwest on the north side of Lincoln Avenue. I did not play Little League ball against Alan, although I did lose to him in a Ford Punt, Pass & Kick competition in my first introduction to him. I did hear about the phenomenal baseball player who played against guys I knew in the playoffs and travel baseball, and the sixth grade basketball star who became the first ever to play (and start) on Lincoln Hall's eighth-grade team who would be attending Niles West the same year I entered it. Alan Chapman was a veritable legend before he entered high school!

Having lived in Skokie, I am not, per se, a Lincolnwood sports historian. Lincolnwood youth who enter public high school all attend Niles West and Lincoln Hall has always been the "feeder" junior high which has sent the largest share of freshman entering the high school, and I knew or knew of many of the successful

athletes at West, especially in the 60's and 70's. Furthermore, I have known all of the varsity head baseball coaches at Niles West during its fifty-four baseball seasons, and I also had a sports-knowledgeable father who was a rather renowned athlete (and coach) who worked as a guidance counselor at that school for the first twenty-seven years of its existence. To establish my credibility to comment on athletics, I should mention that I spent two years at Comiskey Park as a White Sox batboy (and frequent batting practice pitcher as a 16-year old), played three team sports in college (two at the varsity level) and have had several friends and clients who played major-league baseball or NFL football. Perhaps as much as any "old-timer" jock who attended the high school during its first three decades, and maybe longer, I have through various channels and attendance at games "kept up" on the Niles West athletic scene, especially regarding the sports of baseball, basketball and football.

Allow me to begin with the original justification for this suggestion, which on a stand-alone basis merits serious consideration for said honor. Based on the aforementioned lore and available statistical information as well, I am convinced that Alan Chapman had a better Little League baseball season than anyone ever had before or since in the boys' youth baseball program in Lincolnwood (Exhibit #1). Jay McMullen, a well-regarded columnist for the Chicago Daily News who coached youth baseball extensively all the way through American Legion baseball (up to age 19) and whose son pitched at Northwestern, and who later married Mayor Jane Byrne, wrote a laudatory article about Alan which I include (Exhibit #2). Jay's writing describes the phenomenal nature and consistency of Al's athletic performance and, importantly, also speaks to his extraordinary character, even as a youth. The tenor of and reverence manifested toward Al Chapman in Jay's column was commonplace "around these here parts" for years whenever the subject of this wunderkind arose, from his elementary school days all the way through his high school years.

Those Little League stats, compiled by the coach of the championship team and his sons, show that in the 1963 season, Alan struck out 155 batters (>2.5 per inning) while only walking 24 (an unbelievable 6.45-to-1 ratio) in 60 innings. *He only allowed 3 earned runs and 14 hits, for the whole season.* His record was a perfect 10-0. At the plate, getting more than two hits for every three official at-bats, Alan compiled a team leading (by ~200 points) .688 average (you will note that the second highest hitter was Mitch Nelson, who six years later, as a junior,

was voted the Niles West varsity baseball MVP on a league champ team which won twelve games in a row and was known to be one of the top teams in Illinois). Al hit a home run more often than once every five at-bats, had an extra base hit about 38% of the time and had .75 RBI/at bat. How about the “ ‘7 or 8’ no-hitters, including three in Pony League” of which McMullen wrote? That level of pitching excellence is off the charts even in youth baseball, anywhere.

Alan’s extraordinary athletic ability and performance continued to be the stuff of legend throughout his high school career. In a school of approximately 1,600 males, at a height of less than 5’9”, he soon became a starter on the Niles West varsity basketball team as a freshman, and his sophomore year pulled off an unprecedented double as an All-Conference guard in hoops and an All-Conference shortstop, hitting .425 to lead the team in the baseball-competitive eight-team Central Suburban League (three schools won the single-class baseball state championship a total of four times in a thirteen-year period). He finished high school with three all-conference designations at shortstop, as well as two basketball all-conference recognitions and one honorable mention.

For all of the athletic accolades, it is not mistaken to say that Alan’s best achievements have shone forth in the quality of human being he has always been and the man he has become. Alan is a faithful husband, a wonderful father, a one-of-a kind brother, a devoted son and a dear friend to many. He has served on the board of the Lurie Children’s Hospital of Chicago (formerly, Children’s Memorial) for a decade and has been on the boards which have put on the Lou Malnati’s cancer benefits for an even longer period. Al is indeed a philanthropist in a conventional sense, generous with many charities.

Still, more impressive to my mind, is the way in which he quietly steps up when a friend or even an acquaintance he may not know well is in need. I know of several situations, which I usually learned of from the beneficiary, where Al has gone to great lengths to search around the country and beyond for specialized medical advice or service, or supported scholarship efforts at multiple high schools, or otherwise helped people out in thoughtful, sometimes extraordinary, ways. Knowing Alan and his humble manner, I am certain that those “known” situations are but the tip of the proverbial iceberg in his sea of good works.

Alan is one of the best athletes ever to come out of the Lincolnwood youth/school programs, is a man so many know and are proud to call a friend, and has – in a way these stories often don't go - lived a life worthy of Jay McMullen's "All-American Boy" appellation of precisely one-half century ago, and the promise of character it foretold. This would be a fitting anniversary to bestow such an honor.

I would be happy to elaborate, answer questions, produce other sources/references to corroborate or otherwise explain my suggestion, at the convenience of any who might wish such.

Sincerely,

Paul Sortal

The NEWS 1963 CHAMPIONS

AMERICAN LEAGUE DIVISION LINCOLNWOOD LITTLE LEAGUE

NAME	AB	H	R	RBI	2B	3B	HR	K	W	AVE
CHAPMAN	61	42	31	45	10	2	11	5	5	.688
NELSON	59	29	31	17	7	3	3	2	12	.492
SHAPIRO	40	16	12	8	3	0	0	14	2	.400
SEGERDAHL	63	23	17	29	1	0	8	23	7	.365
LUNDQUIST	47	16	22	15	1	0	3	20	4	.340
HAGEDORN	66	21	26	13	2	1	3	19	11	.318
PROESAL	26	7	5	5	1	0	0	6	2	.269
MEYERS	33	10	4	7	2	0	0	10	2	.303
STOHLER	45	10	6	8	1	0	1	22	8	.222
O'KEEFE	23	3	8	4	1	0	0	13	14	.131
FREESE	33	3	7	0	0	0	0	19	7	.091
O'BRIEN	8	1	2	0	0	0	0	5	1	.125
HOFFENBERG	10	2	1	2	0	0	0	7	3	.200
BLOCK	11	0	0	0	0	0	0	8	3	.000
FLINK	9	0	0	0	0	0	0	6	2	.000
MOORE	3	1	0	3	0	0	0	2	1	.333
	538	184	161	158	29	6	29	177	82	.342

- PITCHING -

NAME	WON	LOST	IP	H	R	ER	K	W	ERA
CHAPMAN	10	0	60	14	5	3	155	24	0.30
SHAPIRO	6	1	35-2/3	38	25	21	56	43	3.50
SEGERDAHL	1	1	12-2/3	21	26	24	12	18	12.00
HAGEDORN	1	1	12	15	19	15	16	13	7.50
LUNDQUIST	0	0	4	2	6	6	4	7	9.00
Totals	18	3	124	90	81	69	243	105	3.34

Coaches: Head - John P. DeCicco
 Asst. - Herb Rosengard
 Bat Boy - Bob DeCicco
 Statistics compiled by Jack - Jim - Tom DeCicco

SPORTS

FOR SPORTS SCORES CALL 726-1242

SECTION THREE

MONDAY, AUGUST 9, 1965

☆☆PAGE 29

Jay McMullen



*Alan Chapman:
All-American Boy*

Every once in a while as you travel around the boys baseball leagues a kid catches your eye because he has something a little extra.

One of these is Alan Chapman, of suburban Lincolnwood "Nomads," a traveling all-star team that plays Pony League baseball (for boys 13 and 14).

The first time I saw Al Chapman he was a skinny kid firing the ball down those tough 45-feet of the Little League front diamond in the Thillens Stadium annual all-star state tournament two years ago.

The reason I noticed Chapman was that he was throwing the ball faster than any Little Leaguer I ever saw. Even Thillens umpires, mostly ex-major leaguers who at Thillens have seen the best, gathered around to watch Chapman throw.

What is more unusual for a Little League fireballer, he didn't walk anybody—and he didn't hit anybody. He just reared up, gave a little pump, and threw a blue dart down the alley.

HE LOST the championship game 1-0 on an error. Except for one game when his teammates made 14 errors, that was

the only league game Chapman lost in two years.

The next year, we invited his Lincolnwood team up to play our Kenilworth all-stars to see if he was as fast in Pony League at the longer 54-foot distance as he was in Little League. He was. We got one hit.

This season, in his last year of Pony League, Chapman has grown to be 5-9 and 145 pounds, not large as Pony League pitchers go. He's tougher to hit than ever.

In his career, he has thrown "7 or 8" no-hitters, including three in Pony League.

Non-baseball fathers may take heart from Al Chapman. His father, Norman, confesses he knows very little about the game and takes no credit for his son's unusual skill.

I mention Al Chapman because he's an All-American boy at everything he does. Other players he meets out-of-town like and respect him.

He started throwing the ball at 4 when a cousin gave him a mitt. He continues throwing even in winter by hanging a glove in the garage and firing at it from Pony League distance.

He is a star basketball play-

er. His father said his best sport is football—which makes some of his baseball coaches wince when they think of that golden right arm being crunched.

HE IS also a track star. He won the 440 and the broad jump in the Kiwanis meet last year and was on the winning relay team.

He won the American Legion award as the outstanding grammar school boy at Lincolnwood Junior High School. The winner is chosen by the students and approved by the faculty. Athletic skill is not part of the basis on which the selection is made.

He is an honor student.

He never frets at the amateur bad calls you get on balls and strikes in Pony League. He never deliberately brushes back a batter, as many Pony Leaguers learn to do. He is a great competitor, a fine sport.

The real story of the boys baseball is not the story of the program, but of the boys themselves. And when I think of the game I like to think of boys like Al Chapman. And I wish him luck when he enters Niles West High School this fall.

	<p>Village of Lincolnwood Policy</p> <p>Park Land, Building, & Facility Naming</p>	<p>Effective Date: 1994</p> <p>Revision Dates: 1999, 2012</p>
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Purpose:

To establish a systematic and consistent approach for the official naming or renaming of park land, buildings, and facilities. Examples of park land include, but are not limited to: mini-parks, neighborhood parks, community parks and bikeways. .

It is the objective of the Village of Lincolnwood:

1. To ensure that park land, buildings, and facilities are easily identified and located.
2. To ensure that names of park land, buildings and facilities will engender a strong public image and have public support.

Policy:

It is the responsibility of the Park Board to recommend to the Village Board names for park land, buildings, and facilities, or when appropriate, to change the existing name of park land, buildings, and facilities of the Village

It is the policy of the Village of Lincolnwood to reserve the right to name or rename park land, buildings, and facilities in a manner that best serves the interest of the community and ensures a worthy and enduring legacy for the Village’s parks and recreation system.

- A. Park land may be named after streets, geographical locations, events, or concepts (e.g. Peace, Unity, Diversity).
- B. Park land may not be named after individuals.
- C. The Park Board may solicit public input on park land, building and facility names through public meetings or other means.
- D. The Park Board may hold public contests for the naming of park land, buildings and facilities. Such contests shall also be subject to the policies outlined above and are advisory, and are not binding.
- E. Renaming of existing park land, buildings and facilities is discouraged, except to rename park land, buildings, and facilities that are named after an individual whose character is or was such that continued use of the individual’s name for park land, buildings and facilities is not in the best interest of the Village.
- F. Park land, buildings and facilities will be named only after discussion by the Park Board and then a waiting period of not less than sixty days. A supermajority vote is required of the Park Board to name park land, buildings and facilities or to change the name of park land, buildings and facilities of the Village.



Lincolnwood Park and Recreation Board Meeting
Lincolnwood Village Hall – Council Chambers
July 14, 2015

CALL TO ORDER

The meeting was called to order at 7:02 P.M.

PRESENT AT MEETING

Park Board Members: Grace Diaz Herrera, Art Lovering, Reese Gratch, Sarah Hardin

Parks and Recreation Department Staff: Jan Hincapie, Katie Gamroth

Village Board Liaison: Trustee Spino

APPROVAL OF MINUTES

On motion, Lovering/Herrera to approve the meeting minutes of the June 9, 2015. 5-0, motion passed.

AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

Hincapie- gave a follow up from the letters from the public at last month's meeting.

1. We have not received any complaints about the weekend soccer groups.

2. Concern was raised about the condition of the Proesel Park tennis court. The replacement of the fence and windscreens is on the agenda tonight. Staff will continue to look for grants to resurface the court surface.

Lovering- How long do you think we have until it needs to be replaced?

Hincapie- It is not as bad as Flowers was before it got replaced, and Proesel Park was repainted two years ago. We have a little time, but it does need to be addressed as soon as funding becomes available.

3. The other email was regarding the condition of O'Brien Park and the status of the missing sculpture

Hincapie- Staff has since met with the contractor to come up with a resolution. The Village held back \$40,000 of their payment. We have gone through the park with the contractor and have taken into consideration the suggestions from the resident that emailed us. We are looking at putting that money back into the park, by updating some that were brought forward; basketball courts, ADA benches, play surfaces.

Gratch- So we will not have a sculpture at all?

Hincapie- Correct, the money will go back into the park to improve the park further, a whole list of things. We feel this is a good trade off of things that we would not be able to do for a while.

Gratch- You do not think in the end there will be any complaining about not having a sculpture?

Hincapie- We hope not, we are putting a lot into the park and hope the improvements will be welcomed.

Lovering- Are there any other sculptures in any other parks? If we are getting this in place of the sculpture, we should let the public know.

Lovering- Maybe we should draft a letter to the community to let them know what has happened.

OLD BUSINESS

A. Winter/Spring Program Report Presentation

Gamroth- As noted in presentation

NEW BUSINESS

A. Naming of Field #3/Donation of scoreboard

Hincapie- Reese and I met with the Mayor and a group who offered to buy a scoreboard for Proesel Park. The group wants to purchase a scoreboard and dedicated it to Alan Chapman, making it Alan Chapman field.

Hincapie and Gratch- Provide history for all board members about park naming.

- Two times the Park Board was presented with a proposal for the naming of a Lincolnwood Park which precipitated the formation of a subcommittee to discuss naming and review the current policy (2012)
- Committee updated policy, which prohibited the naming of parks after people, but allowed for the naming of amenities within parks.

Lovering- No one knows most of the people who do have a park named after them (Flowers, Goebelt, Rossi, O'Brien, GG Rowell and Proesel)

Hincapie- Encourages board members to talk philosophically about naming the field after Mr. Chapman

Board Discussions-

- Questions what about if another group wants to contribute to the field, dugouts, etc.
- Policy mentions substantial contribution... what is considered substantial?
- What is the value of naming amenities?
- What does the field consist of?
- The spirit of the policy was to allow for naming of amenities in parks (skate spot, disc golf, etc.)
- What should be the verbiage on the sign; Alan Chapman Field? In honor of? donated by?

Hardin- In Chicago the Cubs donate to fields, those fields are named after retired players. Each year they give a little more for the upkeep of the field.

Gratch- Encourages all to look at other parks and see what their plaques look like and cover when an amenity is named.

Hincapie- Staff will reach out to other parks and recreation agencies to see how they have handled similar requests and report back to the Board in August. The individual making the request will be invited to talk more about Mr. Chapman to the group.

B. Proesel Park Tennis Fence Bid Recommendation

Hincapie-Recaps this is the second time we have been out to bid for the tennis fence. An alternate was added for black vinyl clad and staff is recommending moving forward with the one bid that was received. The bid falls within budget

Lovering- This is a bid within reason?

Hincapie- Staff believes it is reasonable. We have gotten some complaints about the condition of the fence and we don't want to wait until we have a problem. This will go to the Village Board on Tuesday, July 21. The project will be completed at the end of August.

On motion Lovering/Hardin to approve a recommendation by the Park Board to award a bid to Tru-Link Fence of Melrose Park, Illinois for bid alternate three for the replacement of windscreens and bid alternate four for the removal and replacement of fencing, utilizing black vinyl clad chain link fence. 5-0, motion passed.

C. Grossinger company picnic request

Hincapie- Last year was Grossinger's first picnic at Proesel and they would like to come back on September 20. They are expecting 300 people. Park Board approval is needed for groups over 150. They want to have a D.J, a bounce house and bring in additional grills. They will use the sand courts and baseball courts, at least one court and field will remain open for the public. They will be charged hourly for the fields. Park Patrol will monitor usage of the fields, volume of the DJ and garbage. They also requested permission to park on the streets if the spots around the park aren't available.

Lovering- We wouldn't guarantee street parking, right?

Hincapie- Correct not guarantee it, good news the pool is closed. Looking for any board concerns?

Hardin- Any complaints last year?

Hincapie- No

Hincapie- We charge them by the hour for the use of park fields and courts, we will keep at least one of each court or field open for public use. This is the last rental before renovation

Lovering- Its Grossinger, a great business in our community and I am glad we can allow this to happen.

On motion Hardin/Shaw to approve a picnic permit for Grossinger on September 20, with an estimated attendance of 300 in Proesel Park. 5-0, motion passed.

CHAIRPERSON'S REPORT – None

COMMISSIONERS' REPORTS - None

DIRECTOR'S REPORT –

Hincapie-The bike path projects are ongoing. The ComEd lease is tentatively going to the Village Board on July 21. We are still resolving an issue regarding the Ash trees on the property.

Lovering- There are poles that run through there with hanging wires, are those ComEd poles?

Hincapie- We will have to look at the survey.

Lovering- I look at other villages that have the high wires and they are landscaped nicely. This looks terrible. Can we talk to them about the condition of the property?

Hincapie-The purchase of the Union Pacific Weber Spur is still under negotiation. It is our goal to complete the deal by the end of the year.

Hincapie-ST

STAFF REPORTS

A. **SUPERINTENDENT OF RECREATION – GAMROTH**

As noted in report.

B. **SUPERINTENDENT OF PARKS AND FACILITIES - STACHEWICZ**

Hincapie- Rough month at the pool, concessions and daily visits will be down. The heater went down this week, it is fixed now. 2/3 of the umbrellas are up and look nice. We are still running lifeguard classes to hire additional lifeguards. Two big events at the end of summer in September; Family Fun Fest (September 12) with the car show and Touch-a-Truck (September 19) Lincolnwood Fest is July 23-26 and finishing up our concert series on July 30. Last week we had about 600 people at the concert. Any issues people are hearing about?

Lovering- Just the issue about the bike trail. Residents are reading about it and want to know when it is going to happen?

Hincapie- Anything else?

Hardin- Lots of people on the exercise equipment

Lovering – 15 kids on the equipment when I drove up tonight

Hincapie- The dedication is on August 8 at 11 am. I know it will be a lovely dedication with family and friends coming from all over the United States.. One of the Horwitz family's friends also donated \$1000 for a bench. This project has been a labor of love for staff. The Horwitz family have been delightful with which to work.

C. **COMMUNITY CENTER PROGRAM SUPERVISOR - RIMDZIUS**

As noted in report

D. **COMMUNITY OUTREACH AND MARKETING COORDINATOR – VERING**

As noted in report

E. **YOUTH PROGRAMS COORDINATOR - FLETCHER**

As noted in report

ADJOURNMENT

Meeting adjourned at 8:29 P.M.

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

Park and Recreation Board President:

Signature

Date



Lincolnwood Park and Recreation Board Meeting
Lincolnwood Village Hall – Council Chambers
August 11, 2015
DRAFT MINUTES

CALL TO ORDER

The meeting was called to order at 7:05 P.M.

PRESENT AT MEETING

Park Board Members: Laura Tomacic, Grace Diaz Herrera, Art Lovering, Reese Gratch, Sarah Hardin, Victor Shaw, Amy Kaniff

Parks and Recreation Department Staff: Jan Hincapie, Chris Stachewicz, Katie Gamroth

Audience: Trustee Spino, Village Clerk Herman, Sue Bear Maine-Niles Area Special Recreation 6820 W. Dempster St. Morton Grove, Barbara Saunders, MNASR, 6820 W. Dempster St. Morton Grove, Paul Sortal 2100 Birchwood, Wilmette, IL 60091

APPROVAL OF MINUTES

On motion, Lovering/Hardin to approve the meeting minutes of the July 14, 2015. 7-0, motion passed.

AUDIENCE PARTICIPATION/LETTERS FROM THE PUBLIC

A. Lincolnwood Fest Recap – Damien Kardaras, 2015 Fest Chairperson

Hincapie – The recap will be done at the Tuesday, August 18 meeting of the Village Board during the Committee of the Whole, starting at 7:15 pm.

B. MNASR Presentation – Sue Bear, Maine-Niles Area Special Recreation (MNASR) Executive Director

Bear- As noted in MNASR presentation

Hincapie – The senior program benefits immensely from the use of the vans. Please talk about the LiPoni Foundation.

Bear – The sole purpose of the foundation is to raise money for MNASR, Liponi foundation provides funding for \$30,000-\$40,000 in scholarships. The foundation money also goes towards the maintenance and purchase of the vans used by MNASR programs and member districts. The foundation hosts two special events year to generate donations: The Dinner Dance and the Mini Golf Outing.

Hincapie-The Village budgets \$130,000 for MNASR services. This covers the wages and FICA of inclusion staff for programs and the annual member contribution, which is the fee necessary to be part of the consortium and receive MNASR services. The annual contribution is determined by the assessed valuation of each community. The amount of training and knowledge gained from that investment is very valuable to the Village. MNASR makes sure all individuals, regardless of their ability, are able to participate in programs.

Lovering- Are you familiar with Gateway to Learning School?

Bear- Not with the school, I know there is a gateway recreation program

Lovering- Dorothy and Rodger Huff developed a school foundation for kids with special needs.

Bear- I will check into the school. The Mayor also been a large advocate of MNASR

Lovering- With all that is going on in Springfield are you concerned with funding?

Bear- We take a very conservative approach with the budget. The cost of doing business is going to increase. If the budget freeze is approved in Springfield, it will have an impact on our services. MNASR applies for grants from private and public foundations and does fundraisers to try to offset cost. We are lucky to have support of member districts and Liponi.

Hincapie-On the first Saturday in March there is a wonderful fundraiser to support MNASR, The Liponi Foundation Dinner Dance, and I highly recommend you go. It's a wonderful night for a meaningful cause.

OLD BUSINESS

A. **Move to approve a Resolution Naming the Softball/Baseball Field #3 in Henry Proesel Park Alan Chapman Field**

Before the Board is a request from Paul Sortal, a Niles West Alumni, to consider naming a field in Proesel Park after Alan Chapman. Mr. Chapman lived here as a child, attended Lincolnwood schools and was a respected athlete and scholar. The Board received a letter from Mr. Sortal and some support documents in their packet. The Board has a philosophical discussion about the naming of park land and amenities within parks in the July, following the presentation of this request. After that meeting Chairperson Gratch and Director Hincapie met and reviewed the park naming policy created by the parks and recreation naming subcommittee in 2012. Chairperson Gratch served on the naming subcommittee and saved her notes from all the discussions. Director Hincapie also gathered naming policies from other parks and recreation agencies.

The policy no longer allows naming parkland after an individual. Parkland is defined as mini-parks, neighborhood parks, community parks and bikeways. Throughout the subcommittee deliberations and the presentation to the Village Board, it was deemed appropriate to name amenities within parks and facilities after people. Therefore, it was recommended after this research that this proposed naming be considered an honorary naming

Board Discussion Points:

- Comments on the type of naming this would fall under; honorary, philanthropic, sponsorship
- Questions about could the name be changed if honorary naming; Could it be handled like a lease for a period of time?
- Questions about what park land refers to; definition was clarified as noted above.
- Naming of the scoreboard or the field

Hincapie- Leases tend to be with sponsors and not honorary namings. The initial letter was to name the field, and the scoreboard was a gesture. This is our first request and we are only going to receive more. This is a ground breaking request. There is no established criteria for the naming of amenities. If it is the desire of the Board, a subcommittee could be created to address the naming of amenities.

Sortal – As noted in letter

Sortal- Al is good friend, this is not from him at all. Al was an extraordinary person, and is very generous. He would be honored and would want this to be honorary, not bought. I think there is a place for going back to our youth and that is a part of history to capture and Al captured it. He is an honest and caring human being who embodied our youth.

Hincapie – Mayor Turry is in support of this naming

Tomacic- Mr. Chapman resides in Deerfield, what is he doing now?

Sortal – He works regularly, not because he needs to, but to be out there to be with people. He has twin girls, one that is special education teacher and other graduated medical school. I think that speaks to how Al raised them and the person he is.

Board Discussions-

- Addressed concerns with opening the door to naming of the field and what comes next
- Discussion of creating a sub-committee to look over the 2012 policy to address the naming of amenities within parks and facilities

Sortal- Al doesn't live here and hasn't for a while. He is always been very proud of being from Lincolnwood. He could be your Lincolnwood historian; he has Lincolnwood in his blood.

Gratch – Would it be meaningful to the people donating to have the score board have his name?

Sortal – I am sure whatever you do would be appreciated. If you feel like honoring someone, he would be the one

Lovering- Can it be a scoreboard or does it have to be a field?

Lovering- I consider Al a friend and I would be comfortable making a motion to accept a scoreboard that says *In Honor of Alan Chapman*.

Motion to approve a Resolution to accept the donation of a scoreboard valued at approximately \$5000 to be placed at Field #3 in Proesel Park, to be scripted in a designated area on the scoreboard with the words: *In Honor of Alan Chapman*. Tomacic/Kaniff all approved 7-0

Motion to place the image of the Chicago Daily News article of 1965, *Alan Chapman: All American Boy* on a metal sign (the size of the park rules sign) on the fence at Field #3.

Herrera/Hardin all approved 7-0

Gratch- Do we have members to sit on the subcommittee? Art Lovering, Sarah Hardin and Victor Shaw. Try to come back with information .

Hincapie – This will go to the village board we will get a commitment from your group and we will have a dedication

B. Move to approve a Resolution Authorizing the Village Manager to Enter into a Contract Elanar Construction to Perform Work in O'Brien Park in Exchange for the Sculpture that was Inadvertently Removed During Construction

Hincapie- As most of you know, the sculpture at O'Brien Park that had been in the park for decades was inadvertently disposed of during the replacement of the playground, in spite of the fact that it was stated in the design specifications that the Village did not want to dispose of the sculpture and wanted it to be included in the design of the new playground. A resident notified the Village that the sculpture was gone. Staff went to work researching the sculpture. They found the artist who is now in his late 80's. The sculptures are no longer being made, so staff checked into buying a mold and having a new sculpture poured. Staff wasn't able to replace the sculpture or buy a new one, so we took the advice of the one of the residents around the park and negotiated with the contractor to make restitution by doing more work in the park.

Lovering – Could we get the best of both worlds, we have a lot of talented people in Lincolnwood, could we replicate it?

Hincapie – We also talked about using a different sculpture, but none are compatible with play equipment and we don't want to create a climbing hazard.

Lovering – what about the red one that used to be in the promenade? (Now in the NEID TIF along Pratt)

Stachewicz- It is much larger and if it were in the park, we would lose green space.

Hincapie- We will keep the neighbors informed as to how the issue will be resolved and allow them to give input.

Tomacic- How old was the sculpture?

Hincapie -1960's

Lovering- We used to have an old cannon in Flowers Park.

C. Consideration of Recommendation by the Parks and Recreation Board to Adopt an Ordinance Approving a Recreation Lease Between the Village of Lincolnwood and Commonwealth Edison Company for the Construction of Bike/Pedestrian Path

Hincapie- While a draft lease isn't available tonight, we hope to bring this to the Village Board on Tuesday, August 18, 2015. The biggest change in the lease from the one presented in August of 2014 is that the fee of \$48,500 has been waived by ComEd. Once the lease is approved, a copy will be sent to IDOT for approval. They are the administrators of the grant funding. If the project continues to move forward we will bid it out in March and build over the summer.

NEW BUSINESS

A. Strategic Planning Meeting – October

Hincapie talked a bit about the strategic planning process. The group will meet at 5 pm for dinner and discussion on Tuesday, October 13, 2015 before the regularly scheduled meeting. Staff will give a report on the status of the 2012-2015 Strategic Plan and we will work to develop our next three year plan. More time will likely be required to complete this process.

CHAIRPERSON'S REPORT

Gratch - Thank you all for tonight's discussion, it is hard to talk about people friends and family.

COMMISSIONERS' REPORTS

Lovering – Did we lose park trees?

Hincapie – We lost many branches, but no major trees in the parks

Lovering- I did see ComEd taking trees down on the path.

Hincapie – They will be removing Ash trees and other scrap trees along the right-of-way.

DIRECTOR'S REPORT –

The dedication of the Global Fitness Spot on Saturday, August 8, 2015 was wonderful. Steve and Donna Horwitz were very pleased. The Village is grateful for the donation of the fitness area from the Horwitz family and for a bench from the Jim Philips family. Other attendees asked about making donations as well.

STAFF REPORTS

A. SUPERINTENDENT OF RECREATION – GAMROTH

As noted in report.

B. SUPERINTENDENT OF PARKS AND FACILITIES - STACHEWICZ

Stachewicz- We have a new pool schedule, and email went out to all pass holders. Next week we are open 6-9:30am we may vary the diving well and slides. Starting August 24 we will not be opening until noon. We are really feeling the crunch with people going back to school and will make sure the concession is open as well.

Hincapie- There is an issue at the pool regarding people wearing inappropriate swimwear. Some patron attire is restricted due to religious beliefs, but others are not. We have done some research and we do know there are modest options out there. Beryl Herman has volunteered to share her knowledge of other cultures with our department and has done further research. She is here with us tonight to share her findings.

Herman- Islamic women are to be covered from head to toe and men navel to knee. How closely the guidelines are followed depends on each person. It is appropriate to require Muslim swimwear available online through a number of websites. Modest swim wear can be obtained and worn.

Hincapie – Designated swimwear should always have a liner. There is a concern about people wearing street clothes, including underwear and bras. Some have come with sweatpants.

Tomacic- How about pictures? Showing street clothes, vs. modest clothing?

Herrera – Can we do signs?

Hincapie – If we hand something out that might be less obtrusive. We also have to address the language barrier.

Stachewicz- It might be the same that we had at UIC and it was no cotton or wool. This material is tough on filtration systems.

Tomacic – That is why photos might be good

Herman – Maybe have the handout translated into the 4-5 languages that would be most common.

Stachewicz- Our pool is open more than any pool around us, some are closed until Labor Day and others open at 4pm.

- C. **COMMUNITY CENTER PROGRAM SUPERVISOR - RIMDZIUS**
As noted in report
- D. **COMMUNITY OUTREACH AND MARKETING COORDINATOR – VERING**
As noted in report
- E. **YOUTH PROGRAMS COORDINATOR - FLETCHER**
As noted in report

ADJOURNMENT

Meeting adjourned at 9:00 P.M.
Park Board Minutes prepared by: Katie Gamroth, Superintendent of Recreation

Park and Recreation Board President: _____
Signature Date



LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: August 19, 2015

Subject: Commercial and Recreational Vehicle Parking Survey

Staff reviewed the commercial and recreational vehicle regulations at the June 2, 2015 Committee of the Whole. The Board asked staff to report on the following three items; 1) the difference between the current Code and CORB's recommendations, 2) regulations in several neighboring communities, and 3) the number of vehicle owners affected by each of CORB's recommendations.

The table below describes the vehicle by type, current regulations and CORB's recommended regulations.

Current Regulations versus CORB's Recommendations

Vehicle by Type	Current Regulations	Recommended by CORB
Taxi Cabs	One Cab Allowed	One allowed, with sign restrictions
Advertising on Motor Vehicles	Unregulated	Limited to three square feet on each side
Rooftop Advertising	Unregulated	Prohibited, except for taxi cabs w/ standard sign
Vehicle Height	Unregulated	Limited total vehicle height to less than 9'
Vehicle Length	Unregulated	Livery vehicles limited to 22' with no markings
Non-permanent Equipment	Unregulated	Prohibited; i.e. ladder racks
Class II Vehicles (up to 12,000 pounds)	One Permitted	"B" Plate Allowed, "D" Plate Prohibited
Vehicles w/Snow Plows	Allowed Nov. thru Mar.	Same
Construction equipment; i.e., bobcats	One Allowed	Prohibit
Trailers	One Allowed	Prohibit
Covered Vehicles	Unregulated	Prohibit
Recreational vehicles, including boats, snowmobiles, campers, wave runners, golf carts and mobile homes	Prohibited or Restricted by the Zoning Code	Move prohibition to Village Code
Handicapped vehicles	Unregulated	Specifically exempted

Neighboring Community Regulations

Staff surveyed five neighboring communities with regard to commercial and recreational vehicle parking restrictions in residential neighborhoods. Since regulations vary from community to community and are organized in different sections of the Village Building and Zoning Codes, staff conducted interviews to obtain the following information.

Highland Park and Park Ridge require all commercial vehicles to be parked on the side of or behind the home. Glenview, Northbrook and River Forest prohibit vehicles with a truck license plate, "B" or greater in a residential neighborhood. Some communities specifically allow commercial vehicles during construction hours. Although, it's presumed that all communities allow commercial vehicles while performing construction.

Glenview, Highland Park, Park Ridge, Northbrook and River Forest all require recreational vehicles to be parked on the side or behind the home, with restrictions.

Lincolnwood Survey

In June 2015, staff conducted a windshield survey of 18 types of vehicles in Lincolnwood. The survey was conducted between 6:00 a.m. and 8:30 a.m. over a two day period. The results of the survey are listed in the table below.

Commercial & Recreational Vehicle Windshield Survey	
Type of Vehicle Affected by Proposed Restriction	Number of Vehicles Observed
"B" license plates	2
Boats	12
Campers	3
Construction equipment	0
Covered vehicles	25
Equipment racks	8
Golf carts	0
Livery vehicles less than 22' in length with no markings	0
Motor homes	0
Non-permanent equipment	3
Roof top advertising, except for taxis	1
Snow plows	1
Snowmobiles	0
Taxi Cabs	18
Trailers	7
Vehicle advertising	13
Vehicle height less than 9'	13
Wave runners	1
Total Number Vehicle Owners Impacted	107

The above table shows that 109 vehicle owners would be affected, if all of CORB's recommendations are approved. Categories that would be impacted the most by

CORB's recommendations include:

- 12 boat owners
- 25 automobile owners
- Eight commercial vehicle owners
- 20 taxicab owners

Summary

Staff is seeking direction from the Village Board regarding CORB's recommendation.



**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., AUGUST 18, 2015**

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Board Meeting Minutes – July 21, 2015

V. Warrant Approval

VI. Village President's Report

1. Proclamation Regarding Americans with Disabilities Act
2. Announcement Regarding Pace Bus Service

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

1. Approval of a Resolution Approving a Non-Exclusive License Agreement with Vasile and Ramona Bucsa for Use of a Portion of the M. Lester Flowers Park (Appears on the Consent Agenda Because it is a Routine Function of Government)
2. Approval of an Ordinance Amending Section 18-3-5 of the Village Code Pertaining to Hearing Officer Appointments and a Resolution Consenting to the Re-Appointment of David G. Eterno and Susan Davis Brunner as Administrative Hearing Officers (Appears on the Consent Agenda Because it is a Routine Function of Government)
3. Approval of a Resolution Approving an Agreement with the ICMA Retirement Corporation for the Administration of the Village's Deferred Compensation Program (Appears on the Consent Agenda Because it is a Routine Function of Government)
4. Approval of a Resolution Approving a Three-Year Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 700 (Appears on the Consent Agenda Because it is a Routine Function of Government)
5. Approval of an Ordinance Concerning Case #PC-02-15 Amending Section 2.02 of the Zoning Ordinance Regarding the Definition of "Semiprivate Fence" (Appears on the Consent Agenda Because it was Discussed at a Previous Village Board Meeting)

6. Approval of an Ordinance Terminating the Designation of and Dissolving the Special Tax Allocation Fund for the Touhy-Lawndale Redevelopment Project Area (Appears on the Consent Agenda Because it was Discussed at a Previous Committee of the Whole)
7. Approval of a Resolution Authorizing the Village Manager to Execute a Renewal Agreement with American Traffic Solutions, Inc. for a One-Year Period, to Expire on August 20, 2016 (Appears on the Consent Agenda Because it is a Routine Function of Government)
8. Approval of an Ordinance Authorizing the Village Manager to Execute a Recreational Lease between the Village of Lincolnwood and Commonwealth Edison Company to Construct a Bike/Pedestrian Path (Appears on the Consent Agenda Because it was Discussed at a Previous Village Board Meeting)

VIII. Regular Business

9. Consideration of a Recommendation by the Zoning Board of Appeals in Case #ZB-02-15 to Adopt a Resolution to Deny Certain Parking Lot Variations Requested at 7370 Cicero Avenue

IX. Manager's Report

X. Board, Commission, and Committee Reports

XI. Village Clerk's Report

XII. Trustee Reports

XIII. Public Forum

XIV. Executive Session

An Executive Session is Requested to Discuss Land Acquisition and Litigation

XV. Adjournment

DATE POSTED: August 14, 2015

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6, AT&T U-VERSE Channel 99, and online at Lincolnwood.tv at 7:30 p.m. Rebroadcasts of Village Board meetings can be viewed one week following the live broadcast at 1:00 p.m. and 7:30 p.m. on cable television or online at lwdtv.org

**VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
JULY 21, 2015**

Call to Order

President Turry called the Regular Meeting of the Lincolnwood Board of Trustees to order at 7:30 P.M., Tuesday, July 21, 2015, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

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

Roll Call

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

PRESENT: President Turry, Trustees Bass, Cope, Elster, Klatzco, Spino

ABSENT: Trustee Patel

A quorum was present. Also present: Timothy Wiberg, Village Manager; Douglas Petroschius, Assistant Village Manager; Charles Meyer, Assistant to the Village Manager; Steven Elrod, Village Attorney; Amanda Williams, Management Analyst; Charles Greenstein, Village Treasurer; Robert Merkel, Finance Director; Aaron Cook, Community Development Manager.

Approval of Minutes

The minutes of the June 16, 2015 Village Board Meeting were distributed and examined in advance.

Trustee Spino moved to approve the minutes, seconded by Trustee Bass.

The motion passed with a Voice Vote.

Warrant Approval

Trustee Klatzco moved to approve Warrants in the amount of \$1,520,180.64.

Trustee Cope seconded the motion.

Upon a Roll Call by the Village Clerk the results were:

AYES: Trustees Klatzco, Cope, Spino, Elster, Bass

NAYS: None

The motion passed

Village President's Report

1. Appointment to the Economic Development Commission

President Turry announced the appointment of Patrick Kaniff to the Economic Development Commission and Renan Sugarman to the Board of Fire and Police Commissioners.

President Turry noted that both of these gentlemen have sat in on meetings of their prospective commissions in order to familiarize themselves with the commissions' procedures.

A motion to approve both appointments was made by Trustee Klatzco, seconded by Trustee Cope. The motion passed with a Voice Vote.

2. Reappointment of Don Sampen to the Emergency Telephone System Board (9-1-1)

A motion to approve this appointment was made by Trustee Elster, seconded by Trustee Spino. The motion passed with a Voice Vote.

3. Swearing in of Police Officers Andrew Bialek and Claire Plante

Police Chief LaMantia provided background information on these officers.

Clerk Herman swore them in individually.

Congratulations to their families and friends by President Turry.

The new officers received congratulations from the Board and Staff.

President Turry announced future meetings of Boards and Commissions.

The dedication of fitness equipment in Proesel Park will take place on August 8th.

President Turry also announced that Lincolnwood Fest will take place in Proesel Park running from Thursday, July 23 to Sunday July 26.

Consent Agenda

President Turry introduced the Consent Agenda which was presented by PowerPoint as follows:

1. Approval of a Resolution Authorizing an Agreement for Software Upgrades with Springbrook Software in the Amount of \$34,642.81

Trustee Cope requested the removal of Item 2, to be placed as Item 15 under Regular Business for discussion.
2. Approval of an Ordinance Amending Sections 12-3-25 and 14-4-3 of the Municipal Code Regarding Water Conservation
3. Approval of a Recommendation by the Parks and Recreation Board to Award a Bid to Tru-Link Fence of Melrose Park, Illinois for Bid Alternate Three in the Amount of \$4,455 for the Replacement of Windscreens and Bid Alternate Four for the Removal and Replacement of Fencing, Utilizing Black Vinyl Clad Chain Link Fence, in the Amount of \$47,568 for the Proesel Park Tennis Courts
4. Approval of a Resolution Authorizing the Village Manager to Execute a Contract to Purchase Three 2016 Ford Utility Police Interceptor AWD Vehicles from Currie Motors Fleet for \$81,617.00
5. Approval of a Resolution Regarding the Release of Certain Written Minutes and the Destruction of Verbatim Records of Certain Closed Meetings of the Village Board

6. Approval of a Resolution to Approve the Purchase of a 2016 Vactor 2110 Combination Sewer Cleaning Vehicle through the Northwest Municipal Conference Suburban Purchasing Cooperative Program Contract #128 from Standard Equipment Company of Chicago, Illinois
7. Approval of a Resolution Approving an Intergovernmental Agreement with the City of Chicago and the Village of Skokie Regarding Improvements to the Intersection of Pratt and Central Avenues
8. Approval of a Resolution Approving an Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago for Participation in the Rain Barrel Program
9. Approval of a Referral to the Plan Commission to Convene a Public Hearing for a Proposed Zoning Code Text Amendment Relative to Defining and Regulating “Short-Term Rental Property”

Trustee Klatzco moved to approve the Consent Agenda as amended, seconded by Trustee Spino

Upon Roll Call the Results were:

AYES: Trustees Klatzco, Spino, Elster, Bass, Cope

NAYS: None

The motion passed

Regular Business

10. **Consideration of an Ordinance Waiving the Bid Process and Awarding a Proposal from Christopher B. Burke Engineering, Ltd. for Designing Stormwater Street Storage Improvements in a Pilot Area of the Village in the Not-to-Exceed Amount of \$45,000**

This item was presented by Mrs. Engelmann.

Mrs. Engelmann provided background information for this item. Most of the background information had already been presented to the Board at numerous earlier meetings.

Questions and discussion ensued.

Trustee Cope stated that he wished to go on the record regarding his belief that this project will provide no benefit to the Village.

President Turry reminded the Board that the project itself was not up for question on this item; only the awarding of the services to Christopher Burke Engineering.

Attorney Elrod stated that because this involves a waiver of bids, a super majority is needed (5 votes).

Additional discussion ensued with clarification by Mr. Wiberg.

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

Upon Roll call the results were
AYES: President Turry, Trustees Klatzco, Spino, Elster, Bass
NAYS: Trustee Cope

The motion passed

11. Consideration of a Recommendation by the Economic Development Commission Concerning a Cook County Property Tax Abatement and Referral to the Plan Commission of a Proposed Planned Unit Development Amendment for Property Located at 6850 McCormick Boulevard (Former Dominick's Site)

This item was presented by Mr. Wiberg using PowerPoint.

A site view of the property in question was exhibited.

It was noted that this property is in a TIF District.

Property Information

*6850 North McCormick Boulevard consists of the following:

- Building: Approximately 62,000 square feet
- Site: Approximately 280,159 square feet

*Property has been 100% vacant and unused since December 2013

*Previous tenant was a Dominick's grocery market

*Property has fallen into disrepair

*Property is located in a Village of Lincolnwood Tax Increment Financing (TIF) District

Proposed Development

*Applicant plans to rehabilitate and retrofit the site, converting the building on the property from a local supermarket to a multi-unit high-end retail establishment

*This will result in the following improvements:

- Rehabilitation and retrofitting of the building's interior
- Install building wall-dividers in the building
- Update the building's electrical system
- Install new HVAC systems
- Install solar panels on the building's roof to provide renewable energy to the property

*Applicant also plans to construct an up-to 7,000 square foot building on the out lot of the subject property

Class 7B Property Tax Designation Overview

*Class 7B is intended for commercial buildings

- Class 6B is for industrial buildings
- This is the Village's first Class 7B designation request

*Cook County processes/approves these requests, but the host municipality must consent to the request, and determine the property is blighted

*If approved, the property's assessment for tax purposes is reduced to 10% of fair market value for the first 10-year abatement period

- Reduced 15% for the 11th year
- Reduced 20% for the 12th year
- Thereafter property is assessed per the normal Cook County rate of 25%

Specific Request

- *R&R Global Partners, LLC has filed the Class 7B designation request
- *Their estimated development costs: \$14.5 million
 - Site Purchase - \$7.8 million
 - Hard costs - \$5.4 million
 - Soft costs - \$840,000
 - Loan interest - \$450,000
- *Estimated project completion – End of 2015/early 2016
- *Potential tenants: Planet Fitness, Zips Dry Cleaners, Binny’s Beverage Depot, Pet Smart

R&R’s Rationale for the Request

- *Property requires substantial investment to make it suitable to lease as a multi-unit retail development
- *With this investment, the Applicant expects the taxes without a 7B Tax Incentive to be approximately \$1,029,847
- *This breaks down to approximately \$14.92 in taxes per building square foot
- *The Applicant does not believe it can attract tenants with such high property taxes

A chart providing Estimated Tax Revenue Generated from the Proposed Development was exhibited.

EDC’s Review of the Request

- *The Village’s consultant, Kane McKenna and Assoc. prepared a report:
 - In general supported the arguments for the request
 - Agreed that the required rents would exceed the “typical” rents for a project of this scope
 - Affirmed the blight requirement is met
- *At its June 24 meeting the EDC reviewed and approved the request
 - Condition – At least 50% of the building’s square feet be utilized for retail uses (if approved by the Village Board this condition would need to be placed in the PUD amendment)

Discussion ensued.

Trustee Bass moved to Concur with The EDC to consent to 7B Tax Abatement and to refer to the Plan Commission for Amendment of PUD, seconded by Trustee Elster.

Upon Roll Call the Results Were:

Ayes: Trustees Bass, Elster, Spino, Cope, Klatzco

NAYS: None

The motion passed.

12. Consideration of a Recommendation by the Plan Commission Concerning Case #PC-02-15 Regarding a Zoning Ordinance Text Amendment to Modify the Definition of “Semiprivate Fence”

This item was presented by Mr. Cook using PowerPoint.

Hearing Process

*January 6, 2015

- Village Board refers matter to Plan Commission as part of Variation request at 6529 Central Park Avenue

*February 4, 2015

- Plan Commission begins deliberation

*April 1, 2015

- Plan Commission continues deliberation

*June 3, 2015

- Plan Commission concludes deliberation, makes recommendation to Village Board

Plan Commission Deliberation

*Early in deliberations, Commission specifically identified louvered fences as a potentially desirable fence design (fence design proposed as part of 6529 North Central Park Avenue)

- Louvered fences considered “Solid Fence” due to horizontal boards
- “Solid Fence” highly regulated and limited to their location
- Concurred with ZBA that “Semiprivate fence” definition is unclear

*Commission discussed maintaining current fence definitions and regulations; “Open fence”, “Semiprivate fence” and “Solid fence”

*Reviewed images of various fence designs and research of nearby communities

*Direction given to modify definition of “Semiprivate” to allow louvered fences

- Louvered fences determined to have open characteristics while affording some privacy similar to other permitted “Semiprivate fence, shadow box fences

*Commission generally concurred with draft text prepared by Staff and made minor modifications

*Concluded board-on-board fences should not be permitted as a “Semiprivate fence”

*Did not desire any additional changes to fence regulations

Images of Louvered Fences were presented.

*Currently not permitted as a “Semiprivate fence” and therefor prohibited in most locations in the Village

*Plan Commission recommends permitting louvered fences as a “Semiprivate fence”

- Commission opined that design does keep with open characteristic of “Semiprivate fence” while also allowing some screening/privacy

Images of Horizontal Shadow-Box Fences were presented

*Currently not permitted as a “Semiprivate fence” and therefor prohibited in most locations in the Village

*Plan Commission recommendation would not permit horizontal shadow-box fences as a “Semiprivate fence”

- Commission opined that design is not keeping with open characteristic of “Semiprivate fence”

Commission Recommendation

By 4 – 1 Vote Commission Recommends Zoning Code Text Amendment to Modify Definition of Semiprivate Fence:

“Fence, Semiprivate or Semiprivate Fence: A fence which is not a solid fence nor an open fence.

Examples of this fence type are shadowbox and louvered fences. Louvered fences are to be designed

as follows: 1) the gap between boards must be a minimum of 50% of the board width (e.g. a six inch board width must have a minimum three inch gap between the boards); 2) the angle of the boards cannot exceed a 50 degree angle from horizontal or vertical, and 3) the fence shall allow the ability to see from one side of the fence through to the other side.

Commissioner Fishman cast the dissenting vote based on opposition to the complexity of the Village's fence regulations. Commissioner Fishman indicated that he could not support any action that did not simplify the fence regulations.

Plan Commissioner Irving Fishman addressed the Board reiterating his position with regard to the item. He stated that other communities have no definition for semiprivate fences.

Background

*6529 North Central Park Avenue – Variation requested by property owner

*Zoning Board of Appeals recommended Denial by 5 – 1Vote

*During Deliberation of ZBA Recommendation Village Board:

- Continued consideration of Variation Request at 6529 North Central Park
- Referred Zoning Code Text Amendment to Plan Commission to conduct Public Hearing to review fence definitions and bulk regulations as needed
 - oSemi-private fence definition lacked clarity

Legislative History

*Semi-private fence definition first appeared in Village Code 2003 (Ordinance 2003-185 Adopted May 2003)

- 30 public hearings at which Plan Commission considered fence regulations
- Of available meeting minutes, no reference to discussions regarding fence definitions
- Discussion focused on height and security issues

Research of Neighboring Communities

*Staff reviewed the Zoning Code requirements of 10 neighboring communities

- Des Plaines, Evanston, Glenview, Highland Park, Morton Grove, Niles, Park Ridge, Skokie, Wilmette, Winnetka

*Found no other community defines “semiprivate fence”

Discussion ensued

Trustee Cope moved to direct the attorney to prepare the appropriate Ordinance, seconded by Trustee Bass. The motion passed with a Voice Vote.

13. Consideration of a Resolution Awarding the Fire Engine Purchase to the Lowest Responsible Bidder US Tanker Co. of Delavan, Wisconsin in the Amount of \$535,227.00 and Authorizing the Village Manager to Execute the Contract with US Tanker Co.

This item was presented by President Turry using PowerPoint.

Engine Purchase Process

- *Budget preparations: January 2014 and 2015
 - Board allocated \$540,000.00
 - FY 2015/16: \$255,000 (Chassis prepayment)
 - FY 2016/2017: \$285,000.00 (Balance on delivery)
- *Developed Engine Specifications
- *Advertisement and bid opening: May and June 2015
 - Seven vendors, nine bids
 - *Analysis of the bids and recommendation

Bid price and adjusted costs from two bidders were exhibited.

The only bid which took No Exceptions to the Village's Specifications was the bid from UST. There was no discussion.

Trustee Klatzco moved to approve the Resolution, seconded by Trustee Elster.

The motion passed with a Voice Vote.

14. Public Hearing to Consider the Following Items Pertaining to Fiscal Year 2015-2016: A) Approval of the Annual Appropriation Ordinance for Fiscal Year 2015-2016 B) Approval of the Certificate of Estimated Revenues by Source for Fiscal Year 2015-2016

President Turry called the Public Hearing of the Village Board in accordance with Section 8-2-6 of the Illinois Municipal Code for consideration of the Village's annual appropriations Ordinance.

This item was presented by Mr. Merkel

President Turry opened the floor for Public Comment. There was no Public Comment.

Trustee Klatzco moved to close the Public Hearing. Trustee Cope seconded the motion. The motion passed by voice vote.

Trustee Klatzco moved to approve Item A, seconded by Trustee Cope.

Upon Roll Call the the Results were:
AYES: Trustees Klatzco, Cope, Spino, Bass, Elster
NAYS: None

Trustee Spino moved to approve Item B, seconded by Trustee Klatzco.

Upon Roll Call vote the Results were:
AYES: Trustees Spino, Klatzco, Elster, Bass, Cope
NAYS: None

The motions passed. The Ordinance and Certificate were both approved.

The following item was removed from the Consent Agenda at the request of Trustee Cope.

15. Approval of an Ordinance Amending Sections 12-3-25 and 14-4-3 of The Municipal Code Regarding Water Conservation.

Trustee Cope stated that he wished that the public be aware of the content of this item.

Mr. Cook clarified: The Illinois Department of Natural Resources is now requiring that” Star Rated Appliances” be used by Municipalities which use Lake Michigan water; and also that the municipalities place limits on watering.

Trustee Spiro moved to approve this item, seconded by Trustee Klatzco.

Upon Roll Call the Results were:

AYES: Trustees Spiro, Klatzco, Bass

NAYS: Trustees Cope, Elster

The motion passed

Manager’s Report

Mr. Wiberg had two items:

- The summer meeting schedule continues – The next Village Board meeting will be on Tuesday August 18 at 7:30 PM
- Crawford Avenue construction is nearing the end – paving will be completed this month

Board and Commissions Report

None

Village Clerk’s Report

None

Trustees Reports

None

Public Forum

None

Adjournment to Executive Session

At 9:55 P.M. Trustee Klatzco moved to adjourn the Regular Village Board meeting to Executive Session for the purpose of discussion of personnel, land sale, litigation, pending litigation and land acquisition, seconded by Trustee Spino.

Upon Roll Call the results were:

AYES: Trustees Bass, Cope, Elster, Spino, Klatzco

NAYS: None

The motion passed

Reconvention

At 10:51 p.m. President Turry reconvened the Regular Village Board meeting.

Adjournment

At 10:52p.m. Trustee Klatzco moved to adjourn the Regular Board meeting, seconded by Trustee Spino.

The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: August 14, 2015

The following are the totals for the List of Bills being presented at the August 18th Village Board meeting.

8/18/2015	57,462.12
8/18/2015	35,274.11
8/18/2015	486,562.83
8/18/2015	313,349.98
8/18/2015	84,098.58
8/18/2015	134,775.21
8/18/2015	193,813.17
Total	<hr/> \$ 1,305,336.00

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
 Printed: 07/28/2015 - 1:17PM
 Batch: 00100.08.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Airgas USA, LLC									
AIRGAS									
9928708187	6/30/2015	180.88	0.00	08/18/2015				False	0
101-350-512-5660 EMS supplies				Oxygen cylinders for ambulances					
9928708187 Total:		180.88							
Airgas USA, LLC Total:		180.88							
Ali, Lahib									
ALILAHIB									
071015	7/10/2015	171.00	0.00	08/18/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Rutledge Rockets					
071015 Total:		171.00							
Ali, Lahib Total:		171.00							
Al's Cycle Shop									
ALCYCLES									
11652	7/16/2015	1,161.98	0.00	08/18/2015				False	0
101-300-512-5730 Program supplies				TREK Police pursuit bicycles					
11652 Total:		1,161.98							
Al's Cycle Shop Total:		1,161.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
American Charge Service AMERCHAR 96849	6/26/2015	16.00	0.00	08/18/2015				False	0
205-570-515-5280 Subsidized taxi program				Taxi coupon - June					
	96849 Total:	16.00							
American Charge Service T		16.00							
American Express AMEREXP 071015	7/10/2015	290.00	0.00	08/18/2015				False	0
101-210-511-5725 Bank & Credit Card Fees				Membership fees					
	071015 Total:	290.00							
31083071615	7/16/2015	19.77	0.00	08/18/2015				False	0
101-350-512-5799 Other materials & supplies				Walmart - kitchen blender					
31083071615	7/16/2015	99.96	0.00	08/18/2015				False	0
101-350-512-5799 Other materials & supplies				Ace Hardware - humidifier filters					
	31083071615 Total:	119.73							
31133061615	6/16/2015	42.99	0.00	08/18/2015				False	0
101-300-512-5640 Computer supplies				Toner Cartridge - PD					
	31133061615 Total:	42.99							
31158061615	6/16/2015	102.85	0.00	08/18/2015				False	0
660-610-519-5580 Telephone				Comcast - Internet Pump House					
31158061615	6/16/2015	61.80	0.00	08/18/2015				False	0
101-100-511-5840 Meals				Costco student achievers award					
31158061615	6/16/2015	252.85	0.00	08/18/2015				False	0
101-250-511-5580 Telephone				Comcast - Village Hall internet					
31158061615	6/16/2015	147.85	0.00	08/18/2015				False	0
660-610-519-5580 Telephone				Comcast - Public Works internet					
	31158061615 Total:	565.35							
31158062515	6/25/2015	375.00	0.00	08/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-200-511-5510 Advertising					Job posting seasonal laborer				
	31158062515 Total:	375.00							
31158070115	7/1/2015	50.00	0.00	08/18/2015				False	0
101-200-511-5570 Professional associations					ICSC membership				
31158070115	7/1/2015	50.00	0.00	08/18/2015				False	0
101-200-511-5570 Professional associations					ICSC membership				
	31158070115 Total:	100.00							
31158070215	7/2/2015	15.00	0.00	08/18/2015				False	0
101-200-511-5799 Other materials & supplies					Screencast software				
	31158070215 Total:	15.00							
31158070615	7/6/2015	10.00	0.00	08/18/2015				False	0
660-610-519-5340 Maintenance Agreement Expen					Duo security monthly fee				
	31158070615 Total:	10.00							
31158070815	7/8/2015	25.00	0.00	08/18/2015				False	0
101-200-511-5510 Advertising					Job posting seasonal				
31158070815	7/8/2015	625.00	0.00	08/18/2015				False	0
101-200-511-5810 Conference & meeting registrat					ISCS Conference booth				
	31158070815 Total:	650.00							
32008061015	6/10/2015	128.77	0.00	08/18/2015				False	0
205-504-515-5510 Advertising					Signs for concerts - Signs.com				
32008061015	6/10/2015	180.00	0.00	08/18/2015				False	0
205-530-515-5270 Purchased program services					Camp trip - Boomers				
	32008061015 Total:	308.77							
32008061115	6/11/2015	101.75	0.00	08/18/2015				False	0
205-530-515-5270 Purchased program services					Camp trip - Enchanted Castle				
32008061115	6/11/2015	327.50	0.00	08/18/2015				False	0
205-530-515-5645 Concessions & food					Camp food - Little Caesars				
	32008061115 Total:	429.25							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
32008061215	6/12/2015	55.98	0.00	08/18/2015				False	0
205-504-515-5730				Program supplies	Signs for concert				
		<u>55.98</u>							
32008061215 Total:		55.98							
32008061515	6/15/2015	73.45	0.00	08/18/2015				False	0
101-200-511-5840				Meals	Lunch - Village Manager				
		<u>73.45</u>							
32008061515 Total:		73.45							
32008061715	6/17/2015	-20.43	0.00	08/18/2015				False	0
205-504-515-5730				Program supplies	Vista Print refund				
32008061715	6/17/2015	-3.30	0.00	08/18/2015				False	0
205-504-515-5730				Program supplies	Vista Print refund				
32008061715	6/17/2015	210.00	0.00	08/18/2015				False	0
205-530-515-5270				Purchased program services	Camp Trip - Kohl's				
32008061715	6/17/2015	122.32	0.00	08/18/2015				False	0
205-530-515-5270				Purchased program services	Camp Trip - Brunswick				
32008061715	6/17/2015	356.49	0.00	08/18/2015				False	0
205-530-515-5270				Purchased program services	Camp Trip - Brunswick				
		<u>665.08</u>							
32008061715 Total:		665.08							
32008061815	6/18/2015	494.00	0.00	08/18/2015				False	0
205-530-515-5270				Purchased program services	Camp Trip - Sky High				
32008061815	6/18/2015	600.00	0.00	08/18/2015				False	0
205-530-515-5270				Purchased program services	Camp Trip - Comedy Sportz				
32008061815	6/18/2015	84.15	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies	Camp Supplies - Balloons Tomorrow				
		<u>1,178.15</u>							
32008061815 Total:		1,178.15							
32008062015	6/20/2015	7.93	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies	Camp Supplies - Amazon				
32008062015	6/20/2015	9.54	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies	Camp Supplies - Amazon				
32008062015	6/20/2015	68.85	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies	Camp Supplies - Amazon				
32008062015	6/20/2015	49.98	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies	Camp Supplies - Amazon				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	32008062015 Total:	136.30							
32008062315	6/23/2015	175.00	0.00	08/18/2015				False	0
	205-530-515-5270 Purchased program services				Camp Supplies - Jump Zone				
	32008062315 Total:	175.00							
32008062415	6/24/2015	475.00	0.00	08/18/2015				False	0
	205-530-515-5645 Concessions & food				Camp Food - Little Caesars				
32008062415	6/24/2015	16.00	0.00	08/18/2015				False	0
	205-500-515-5810 Conference & meeting registrat				Conference - NRPA				
32008062415	6/24/2015	55.30	0.00	08/18/2015				False	0
	205-530-515-5645 Concessions & food				Camp food - Malnati's				
32008062415	6/24/2015	72.61	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				Camp supplies - Amazon				
	32008062415 Total:	618.91							
32008062515	6/25/2015	-16.00	0.00	08/18/2015				False	0
	205-500-515-5810 Conference & meeting registrat				NPRA Refund for duplicate				
32008062515	6/25/2015	11.98	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				Camp supplies - Amazon				
	32008062515 Total:	-4.02							
32008062615	6/26/2015	364.00	0.00	08/18/2015				False	0
	205-530-515-5270 Purchased program services				Camp trip - Laser Quest				
32008062615	6/26/2015	806.00	0.00	08/18/2015				False	0
	205-530-515-5270 Purchased program services				Camp trip - Laser Quest				
32008062615	6/26/2015	89.21	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				Camp supplies - Amazon				
32008062615	6/26/2015	31.63	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				Camp supplies - Amazon				
32008062615	6/26/2015	66.56	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				Camp supplies - Amazon				
	32008062615 Total:	1,357.40							
32008063015	6/30/2015	20.00	0.00	08/18/2015				False	0
	205-500-515-5510 Advertising				Facebook				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
32008063015	6/30/2015	254.66	0.00	08/18/2015				False	0
205-530-515-5270				Purchased program services		Camp trip - Putting Edge			
32008063015	6/30/2015	57.31	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies		Camp supplies - Amazon			
32008063015 Total:		331.97							
32008070115	7/1/2015	-19.98	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies		Camp supplies refund - Amazon			
32008070115	7/1/2015	1,483.00	0.00	08/18/2015				False	0
205-530-515-5270				Purchased program services		Camp trip - WNBA			
32008070115 Total:		1,463.02							
32008070215	7/2/2015	19.98	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies		Camp supplies - Amazon			
32008070215	7/2/2015	51.98	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies		Camp supplies - Oriental Trading			
32008070215	7/2/2015	69.83	0.00	08/18/2015				False	0
205-500-515-5725				Credit card charges		Plug n Play			
32008070215	7/2/2015	72.00	0.00	08/18/2015				False	0
205-530-515-5270				Purchased program services		Camp trip - Elk Grove			
32008070215 Total:		213.79							
32008070515	7/5/2015	33.50	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies		Camp supplies - Amazon			
32008070515 Total:		33.50							
32008070615	7/6/2015	37.70	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies		Camp supplies - SS Worldwide			
32008070615	7/6/2015	15.93	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies		Camp supplies - Amazon			
32008070615 Total:		53.63							
32008070715	7/7/2015	88.00	0.00	08/18/2015				False	0
205-530-515-5270				Purchased program services		Camp trip - WNBA			
32008070715	7/7/2015	1,419.00	0.00	08/18/2015				False	0
205-430-515-6350				Park Construction & Improvem		Signs - Impactsigns			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
32008070715	7/7/2015	29.30	0.00	08/18/2015				False	0
205-530-515-5730				Camp supplies - Amazon					
32008070715	7/7/2015	1,313.43	0.00	08/18/2015				False	0
205-530-515-5270				Camp trip - Six Flags					
	32008070715 Total:	2,849.73							
32008070915	7/9/2015	12.98	0.00	08/18/2015				False	0
205-530-515-5730				Camp supplies - Amazon					
32008070915	7/9/2015	415.00	0.00	08/18/2015				False	0
205-530-515-5270				Camp trip - Shedd					
32008070915	7/9/2015	105.00	0.00	08/18/2015				False	0
205-530-515-5270				Camp trip - Nature museum					
	32008070915 Total:	532.98							
	American Express Total:	12,640.96							
American Traffic Solutions									
ATS									
INV00019919	6/30/2015	4,580.00	0.00	08/18/2015				False	0
101-300-512-5599				Monthly contractual fee - June 2015					
	INV00019919 Total:	4,580.00							
	American Traffic Solutions	4,580.00							
AT&T									
AT&T									
773R07163606	6/28/2015	77.05	0.00	08/18/2015				False	0
215-000-512-5580				Telephone services - E911					
	773R07163606 Total:	77.05							
847734584006	7/7/2015	1,203.62	0.00	08/18/2015				False	0
215-000-512-5580				Telephone services - E911					
	847734584006 Total:	1,203.62							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
847734584306	7/7/2015	350.01	0.00	08/18/2015				False	0
215-000-512-5580 Telephone				Telephone services - E911					
	847734584306 Total:	350.01							
	AT&T Total:	1,630.68							
Bank of America, Business Card									
BANKOFAM									
0423060815	6/8/2015	15.96	0.00	08/18/2015				False	0
101-300-512-5700 Office supplies				Office Depot - memory cards					
	0423060815 Total:	15.96							
0423061215	6/12/2015	35.00	0.00	08/18/2015				False	0
101-300-512-5820 Local mileage, parking & tolls				Parking - Workers Comp Hearing					
	0423061215 Total:	35.00							
0423061615	6/16/2015	50.21	0.00	08/18/2015				False	0
101-300-512-5840 Meals				M Burger - Meals					
0423061615	6/16/2015	19.00	0.00	08/18/2015				False	0
101-300-512-5820 Local mileage, parking & tolls				Parking - Workers Comp hearing					
	0423061615 Total:	69.21							
0423062215	6/22/2015	320.00	0.00	08/18/2015				False	0
101-300-512-5810 Conference & meeting registrat				Training Conference - 2015 Detectives					
	0423062215 Total:	320.00							
0423062915	6/29/2015	66.49	0.00	08/18/2015				False	0
101-300-512-5730 Program supplies				Best Buy - microwave replacement					
	0423062915 Total:	66.49							
0423070215	7/2/2015	127.50	0.00	08/18/2015				False	0
101-300-512-5730 Program supplies				Rent Rite - popcorn machine					
	0423070215 Total:	127.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
4259061015	6/10/2015	15.00	0.00	08/18/2015				False	0
205-571-515-5730				Water for swim team - Marianos					
4259061015	6/10/2015	41.99	0.00	08/18/2015				False	0
205-560-515-5590				Wireless for training - Amazon					
4259061015	6/10/2015	87.56	0.00	08/18/2015				False	0
205-560-515-5730				Air horns for staff - Open Tip					
	4259061015 Total:	144.55							
4259061615	6/16/2015	210.51	0.00	08/18/2015				False	0
205-560-515-5730				Air horns for staff - Open Tip					
	4259061615 Total:	210.51							
4259061715	6/17/2015	77.24	0.00	08/18/2015				False	0
205-562-515-5645				Food for swim team - Marianos					
	4259061715 Total:	77.24							
4259062215	6/22/2015	140.00	0.00	08/18/2015				False	0
205-560-515-5770				Lifeguard certifications - Red Cross					
4259062215	6/22/2015	162.00	0.00	08/18/2015				False	0
205-530-515-5590				CPR for camp - Red Cross					
4259062215	6/22/2015	105.00	0.00	08/18/2015				False	0
205-560-515-5770				Lifeguard certifications - Red Cross					
	4259062215 Total:	407.00							
4259062615	6/26/2015	64.44	0.00	08/18/2015				False	0
205-430-515-5470				Basketball nets - Epic Sports					
4259062615	6/26/2015	699.50	0.00	08/18/2015				False	0
205-430-515-5470				Basketball hoops - Sportsadvan					
	4259062615 Total:	763.94							
4259070115	7/1/2015	75.07	0.00	08/18/2015				False	0
205-562-515-5645				Food for swim team - Marianos					
4259070115	7/1/2015	8.95	0.00	08/18/2015				False	0
205-560-515-5640				Non Res pool pass site - Host Gator					
	4259070115 Total:	84.02							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
4259070615	7/6/2015	-75.30	0.00	08/18/2015				False	0
205-560-515-5730				Program supplies		Air horn returns - Open Tip			
		<hr/>							
		4259070615 Total:							
		-75.30							
7130061515	6/15/2015	11.29	0.00	08/18/2015				False	0
101-100-511-5840				Meals		Refreshments - Board meeting			
		<hr/>							
		7130061515 Total:							
		11.29							
7130061615	6/16/2015	11.98	0.00	08/18/2015				False	0
101-100-511-5840				Meals		Refreshments - Board meeting			
		<hr/>							
		7130061615 Total:							
		11.98							
786800915	6/9/2015	27.44	0.00	08/18/2015				False	0
205-520-515-5645				Concessions & food		Jewel - Club Kid snack			
		<hr/>							
		786800915 Total:							
		27.44							
786801015	6/10/2015	32.30	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies		Target - Camp supplies			
		<hr/>							
		786801015 Total:							
		32.30							
786801415	6/14/2015	69.08	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies		Home Depot			
		<hr/>							
		786801415 Total:							
		69.08							
786801915	6/19/2015	1.44	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies		CVS - camp supplies			
786801915	6/19/2015	4.50	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies		Lincolnwood Produce			
		<hr/>							
		786801915 Total:							
		5.94							
786802015	6/20/2015	429.00	0.00	08/18/2015				False	0
205-570-515-5270				Purchased program services		Infinity Transportation			
		<hr/>							
		786802015 Total:							
		429.00							
7868022515	2/25/2015	-17.60	0.00	08/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
205-570-515-5730				Program supplies	Michaels - credit				
		<u> </u>							
		7868022515 Total:							
786802315	6/23/2015	30.50	0.00	08/18/2015				False	0
205-540-515-5615				Awards	Crown Trophy - softball trophies				
		<u> </u>							
		786802315 Total:							
786802415	6/24/2015	125.00	0.00	08/18/2015				False	0
205-570-515-5270				Purchased program services	Morton Arboretum - Senior trip				
		<u> </u>							
		786802415 Total:							
786802515	6/25/2015	18.90	0.00	08/18/2015				False	0
205-570-515-5730				Program supplies	Michaels - Social Club bingo prizes				
786802515	6/25/2015	4.41	0.00	08/18/2015				False	0
205-570-515-5730				Program supplies	Michaels - Social Club bingo prizes				
786802515	6/25/2015	23.49	0.00	08/18/2015				False	0
205-570-515-5730				Program supplies	Jewel - Social Club bingo prizes				
		<u> </u>							
		786802515 Total:							
7868061815	6/18/2015	-26.89	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies	Home Depot - credit				
		<u> </u>							
		7868061815 Total:							
7868070115	7/1/2015	158.32	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies	Walmart - camp supplies				
7868070115	7/1/2015	11.00	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies	Dollar Tree - camp supplies				
7868070115	7/1/2015	364.00	0.00	08/18/2015				False	0
205-530-515-5270				Purchased program services	Vertical Endeavors - camp trip				
		<u> </u>							
		7868070115 Total:							
7868070215	7/2/2015	-6.52	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies	Jewel - refund				
7868070215	7/2/2015	3.98	0.00	08/18/2015				False	0
205-530-515-5730				Program supplies	Jewel - camp supplies				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	7868070215 Total:	-2.54							
7868070615	7/6/2015	-41.70	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies			Target - refund					
7868070615	7/6/2015	41.70	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies			Target - camp supplies					
7868070615	7/6/2015	38.26	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies			Target - camp supplies					
	7868070615 Total:	38.26							
8334061115	6/11/2015	38.49	0.00	08/18/2015				False	0
	101-210-511-5840 Meals			Lunch meeting - Budget					
	8334061115 Total:	38.49							
8334061815	6/18/2015	245.00	0.00	08/18/2015				False	0
	101-210-511-5570 Professional associations			Membership - Illinois CPA					
	8334061815 Total:	245.00							
9820060915	6/9/2015	117.73	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies			Walmart - camp supplies					
	9820060915 Total:	117.73							
9820061015	6/10/2015	30.29	0.00	08/18/2015				False	0
	205-530-515-5590 Training			New York Bagel - camp training					
	9820061015 Total:	30.29							
9820061115	6/11/2015	11.00	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies			Lettering Delights - camp font					
	9820061115 Total:	11.00							
9820061315	6/13/2015	-111.19	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies			Michaels - camp supply return					
9820061315	6/13/2015	92.05	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies			Walmart - camp supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9820061315 Total:	-19.14							
9820061415	6/14/2015	98.75	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				JoAnn - camp supplies				
9820061415	6/14/2015	4.47	0.00	08/18/2015				False	0
	205-530-515-5645 Concessions & food				Jewel - camp food				
9820061415	6/14/2015	11.98	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				Party City - camp supplies				
9820061415	6/14/2015	16.00	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				Dollar Tree - camp supplies				
	9820061415 Total:	131.20							
9820061615	6/16/2015	53.38	0.00	08/18/2015				False	0
	205-530-515-5645 Concessions & food				Walmart - camp food				
	9820061615 Total:	53.38							
9820061715	6/17/2015	49.89	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				Party City - camp supplies				
9820061715	6/17/2015	25.11	0.00	08/18/2015				False	0
	205-530-515-5590 Training				New York Bagel - camp training				
	9820061715 Total:	75.00							
9820061815	6/18/2015	116.91	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				Michaels - camp supplies				
9820061815	6/18/2015	74.95	0.00	08/18/2015				False	0
	205-571-515-5730 Program supplies				Ricoh - Community Center copier				
9820061815	6/18/2015	5.96	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				Home Depot - camp supplies				
	9820061815 Total:	197.82							
9820061915	6/19/2015	16.00	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				Dollar Tree - camp supplies				
9820061915	6/19/2015	2.99	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				Walgreens - camp supplies				
9820061915	6/19/2015	102.56	0.00	08/18/2015				False	0
	205-530-515-5730 Program supplies				Walmart - camp supplies				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9820061915 Total:	121.55							
9820062215	6/22/2015	4.91	0.00	08/18/2015				False	0
205-530-515-5730	Program supplies			Redbox - camp supply rental					
	9820062215 Total:	4.91							
9820062415	6/24/2015	3.00	0.00	08/18/2015				False	0
205-530-515-5645	Concessions & food			Dollar Tree - camp food					
9820062415	6/24/2015	26.33	0.00	08/18/2015				False	0
205-530-515-5590	Training			New York Bagel - camp training					
	9820062415 Total:	29.33							
9820062515	6/25/2015	7.21	0.00	08/18/2015				False	0
205-530-515-5730	Program supplies			Walmart - camp supplies					
	9820062515 Total:	7.21							
9820062615	6/26/2015	87.39	0.00	08/18/2015				False	0
205-530-515-5730	Program supplies			Walgreens - camp supplies					
	9820062615 Total:	87.39							
9820062815	6/28/2015	11.95	0.00	08/18/2015				False	0
205-530-515-5730	Program supplies			Michaels - camp supplies					
9820062815	6/28/2015	30.58	0.00	08/18/2015				False	0
205-530-515-5730	Program supplies			Walmart - camp supplies					
9820062815	6/28/2015	2.00	0.00	08/18/2015				False	0
205-530-515-5730	Program supplies			Dollar Tree - camp supplies					
9820062815	6/28/2015	5.97	0.00	08/18/2015				False	0
205-530-515-5645	Concessions & food			Jewel - camp food					
9820062815	6/28/2015	3.98	0.00	08/18/2015				False	0
205-530-515-5730	Program supplies			Party City - camp supplies					
9820062815	6/28/2015	24.75	0.00	08/18/2015				False	0
205-530-515-5730	Program supplies			Party City - camp supplies					
	9820062815 Total:	79.23							
9820070115	7/1/2015	24.12	0.00	08/18/2015				False	0
205-530-515-5590	Training			New York Bagel - camp training					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9820070115 Total:	24.12							
9820070715	7/7/2015	89.28	0.00	08/18/2015				False	0
205-530-515-5730	Program supplies			Walmart - camp supplies					
	9820070715 Total:	89.28							
	Bank of America, Business	4,883.79							
Call One CALLONE									
1010-7823-0001	7/15/2015	167.75	0.00	08/18/2015				False	0
101-210-511-5580	Telephone			Telephone - July - Admin/Police					
	1010-7823-0001 Total:	167.75							
1010-7823-0002	7/15/2015	426.43	0.00	08/18/2015				False	0
660-610-519-5580	Telephone			Telephone - July - Standpipe					
	1010-7823-0002 Total:	426.43							
1010-7823-0003	7/15/2015	250.96	0.00	08/18/2015				False	0
101-210-511-5580	Telephone			Telephone - July - Police Radio Circuit					
	1010-7823-0003 Total:	250.96							
1010-7823-0004	7/15/2015	55.18	0.00	08/18/2015				False	0
205-560-515-5580	Telephone			Telephone - July - Aquatic					
	1010-7823-0004 Total:	55.18							
1010-7823-0005	7/15/2015	296.97	0.00	08/18/2015				False	0
660-610-519-5580	Telephone			Telephone - July - Public Works					
	1010-7823-0005 Total:	296.97							
1010-7823-0007	7/15/2015	-467.47	0.00	08/18/2015				False	0
660-610-519-5580	Telephone			Telephone - July - Public Works					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1010-7823-0007 Total:	-467.47							
1010-7823-0008	7/15/2015	32.07	0.00	08/18/2015	Telephone - July - Pump House			False	0
660-610-519-5580 Telephone									
	1010-7823-0008 Total:	32.07							
1010-7823-0009	7/15/2015	1.10	0.00	08/18/2015	Telephone - July - Red Center			False	0
101-210-511-5580 Telephone									
	1010-7823-0009 Total:	1.10							
1010-7823-0010	7/15/2015	381.34	0.00	08/18/2015	Telephone - July - Municipal Center			False	0
101-210-511-5580 Telephone									
	1010-7823-0010 Total:	381.34							
1010-7823-0011	7/15/2015	210.00	0.00	08/18/2015	Telephone - July - Red Center			False	0
101-210-511-5580 Telephone									
1010-7823-0011	7/15/2015	50.00	0.00	08/18/2015	Telephone - July - Red Center			False	0
101-000-210-2650 Contractor Permits Payable									
	1010-7823-0011 Total:	260.00							
	Call One Total:	1,404.33							
Chicago Metropolitan Fire Prevention Co.									
CHGOMETR									
107183	6/26/2015	786.25	0.00	08/18/2015	June wireless radio network billing fee			False	0
101-350-512-5411 R&M- Wireless Alarm Equipm									
	107183 Total:	786.25							
	Chicago Metropolitan Fire	786.25							
Chicago Tribune									
CHGOTRIB									
3263831	5/11/2015	36.29	0.00	08/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-350-512-5620 Books & publications					Legal notice - Engine 15 bid				
	3263831 Total:	36.29							
	Chicago Tribune Total:	36.29							
Commonwealth Edison COMED 0008132018	7/9/2015	459.22	0.00	08/18/2015				False	0
101-440-513-5785 Utilities - public way					Electric - Kostner/Morse - 6/9-7/9				
	0008132018 Total:	459.22							
0104767008	7/13/2015	2,061.95	0.00	08/18/2015				False	0
660-620-519-5785 Utilities - public way					Electric - Pump Station - 6/10-7/10				
	0104767008 Total:	2,061.95							
0592075011	6/29/2015	2,309.48	0.00	08/18/2015				False	0
101-440-513-5785 Utilities - public way					Master Account street lighting 5/29-6/29				
	0592075011 Total:	2,309.48							
0933017059	7/9/2015	339.89	0.00	08/18/2015				False	0
101-440-513-5785 Utilities - public way					Electric - 6754 Cicero - 6/9-7/8				
	0933017059 Total:	339.89							
1415030000	7/9/2015	60.94	0.00	08/18/2015				False	0
101-440-513-5785 Utilities - public way					Metered Street Lights - 3955 W Loyola				
	1415030000 Total:	60.94							
142709057	7/9/2015	128.10	0.00	08/18/2015				False	0
101-440-513-5785 Utilities - public way					Metered Street Lights - Karlov & Pratt				
	142709057 Total:	128.10							
1700394002	7/10/2015	27.13	0.00	08/18/2015				False	0
101-440-513-5785 Utilities - public way					Electric - ES Crawford - 6/10-7/10				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1700394002 Total:	27.13							
1747130062	7/9/2015	39.26	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Metered Street Lights - 3995 W Lunt					
	1747130062 Total:	39.26							
1784010001	7/9/2015	452.03	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Electric - Shelter Proesel Park - 6/9-7/9					
	1784010001 Total:	452.03							
1784059008	7/9/2015	1,605.56	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Electric - NS Morse - 6/9-7/9					
	1784059008 Total:	1,605.56							
1784346006	7/9/2015	268.00	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Electric - SS Touhy - 6/9-7/9					
	1784346006 Total:	268.00							
1784521009	7/8/2015	22.08	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Electric - WS Cicero - 6/9-7/8					
	1784521009 Total:	22.08							
2028043041	7/9/2015	2,364.85	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Master Account street lighting 6/8-7/8					
	2028043041 Total:	2,364.85							
2155160028	7/9/2015	75.83	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Metered Street Lights - Knox & Pratt					
	2155160028 Total:	75.83							
2187009072	7/8/2015	273.70	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Electric - 7000 McCormick - 6/8-7/7					
	2187009072 Total:	273.70							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2631087013	7/9/2015	103.59	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Electric - 6851 Central Park - 6/5-7/7					
	2631087013 Total:	103.59							
2649157097	7/9/2015	93.61	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Electric - 3550 Pratt - 6/9-7/8					
	2649157097 Total:	93.61							
3219170058	7/13/2015	65.67	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Metered Street Lights - 4990 W Pratt					
	3219170058 Total:	65.67							
3462712002	7/8/2015	318.90	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Electric - Water Tower - 6/8-7/8					
	3462712002 Total:	318.90							
4147167024	7/14/2015	2,368.76	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Electric - 7055 Kostner - 6/10-7/13					
	4147167024 Total:	2,368.76							
4413156059	7/13/2015	75.04	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Electric - 7300 Cicero - 6/10-7/10					
	4413156059 Total:	75.04							
4791110064	7/10/2015	205.49	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Electric - 3928 W Touhy - 6/10-7/9					
	4791110064 Total:	205.49							
57221-35010	7/10/2015	260.12	0.00	08/18/2015				False	0
101-440-513-5785	Utilities - public way			Master Account street lighting 6/9-7/9					
	57221-35010 Total:	260.12							
	Commonwealth Edison To	13,979.20							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
D'Original Juzz Dance Group									
DORIGINA									
6292015	6/29/2015	1,729.00	0.00	08/18/2015				False	0
205-504-515-5270	Purchased program services			June 2015 Collected fees					
	6292015 Total:	1,729.00							
	D'Original Juzz Dance Gro	1,729.00							
Fedex									
FEDEX									
5-088-58156	7/8/2015	28.33	0.00	08/18/2015				False	0
205-500-515-5560	Printing & copying services			Shipping - Fall brochure to printer					
	5-088-58156 Total:	28.33							
	Fedex Total:	28.33							
Hoving Pit Stop									
HOVING									
112457	7/9/2015	95.00	0.00	08/18/2015				False	0
205-430-515-5730	Program supplies			Portable toilet at Centennial - June					
	112457 Total:	95.00							
	Hoving Pit Stop Total:	95.00							
Karow, Samuel									
KAROW									
071615	7/16/2015	270.00	0.00	08/18/2015				False	0
205-000-210-2430	Parks and Recs Control Deposi			Refund - Pool Pod rental					
	071615 Total:	270.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Karow, Samuel Total:		270.00							
Mansfield Oil Company									
MANSFIEL									
616289	7/2/2015	1,996.09	0.00	08/18/2015				False	0
101-300-512-5670 Fuel				Fuel usage					
616289	7/2/2015	42.22	0.00	08/18/2015				False	0
101-350-512-5670 Fuel				Fuel usage					
616289	7/2/2015	82.00	0.00	08/18/2015				False	0
101-410-511-5670 Fuel				Fuel usage					
616289	7/2/2015	172.56	0.00	08/18/2015				False	0
101-420-511-5670 Fuel				Fuel usage					
616289	7/2/2015	413.35	0.00	08/18/2015				False	0
101-440-513-5670 Fuel				Fuel usage					
616289	7/2/2015	435.99	0.00	08/18/2015				False	0
205-430-515-5670 Fuel				Fuel usage					
616289	7/2/2015	356.15	0.00	08/18/2015				False	0
660-620-519-5670 Fuel				Fuel usage					
616289 Total:		3,498.36							
616290	7/2/2015	445.37	0.00	08/18/2015				False	0
101-350-512-5670 Fuel				Fuel usage					
616290	7/2/2015	555.49	0.00	08/18/2015				False	0
101-440-513-5670 Fuel				Fuel usage					
616290	7/2/2015	126.25	0.00	08/18/2015				False	0
205-430-515-5670 Fuel				Fuel usage					
616290	7/2/2015	205.74	0.00	08/18/2015				False	0
660-620-519-5670 Fuel				Fuel usage					
616290 Total:		1,332.85							
Mansfield Oil Company To		4,831.21							
National Band & Tag Co.									
NATION									
398259	3/20/2015	66.83	0.00	08/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-210-511-5730	Program supplies				FY 2015-2016 Pet, motorcycle & dealer tags				
	398259 Total:	66.83							
	National Band & Tag Co. T	66.83							
Nicor Gas									
NICOR									
21-46-84-00003	7/9/2015	183.69	0.00	08/18/2015				False	0
205-560-515-5780	Utilities - government buildin				Gas - Pool - 6/9-7/9				
	21-46-84-00003 Total:	183.69							
21-84-84-00004	7/9/2015	51.76	0.00	08/18/2015				False	0
660-620-519-5780	Utilities - government buildin				Gas - Pump Station - 6/9-7/9				
	21-84-84-00004 Total:	51.76							
31-46-84-00002	7/9/2015	2,504.94	0.00	08/18/2015				False	0
205-560-515-5780	Utilities - government buildin				Gas - Parks & Rec - 6/9-7/9				
	31-46-84-00002 Total:	2,504.94							
70-61-47-04487	7/13/2015	76.79	0.00	08/18/2015				False	0
205-560-515-5780	Utilities - government buildin				Gas - 7055 Kostner - 6/10-7/13				
	70-61-47-04487 Total:	76.79							
	Nicor Gas Total:	2,817.18							
Pieczka, Renata									
PIECZKAM									
071515	7/15/2015	243.00	0.00	08/18/2015				False	0
205-000-210-2430	Parks and Recs Control Deposi				Refund - Soccer				
	071515 Total:	243.00							
	Pieczka, Renata Total:	243.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Pitney Bowes PITNEYBO 22355016-JY15	7/13/2015	262.26	0.00	08/18/2015				False	0
101-210-511-5440 R&M - office equipment				Rental fees Jun 30 thru Jul 30					
	22355016-JY15 Total:	262.26							
	Pitney Bowes Total:	262.26							
Sam's Club SAMSCCL 001203	7/15/2015	517.37	0.00	08/18/2015				False	0
101-350-512-5799 Other materials & supplies				Lysol, soap, batteries, laundry supplies					
	001203 Total:	517.37							
722	7/1/2015	49.68	0.00	08/18/2015				False	0
205-530-515-5645 Concessions & food				Camp ice cream					
	722 Total:	49.68							
765	6/30/2015	94.22	0.00	08/18/2015				False	0
205-530-515-5645 Concessions & food				Camp snack & food supplies					
	765 Total:	94.22							
769	7/2/2015	95.80	0.00	08/18/2015				False	0
205-530-515-5645 Concessions & food				Camp snack & food supplies					
	769 Total:	95.80							
811	7/9/2015	131.30	0.00	08/18/2015				False	0
205-530-515-5645 Concessions & food				Camp ice cream					
	811 Total:	131.30							
	Sam's Club Total:	888.37							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
The Kenneth Company									
THEKENN									
1511-2	7/10/2015	185.00	0.00	08/18/2015				False	0
				205-560-515-6599 EQUIPMENT- POOL	Final payment - Funbrellas				
1511-2 Total:		185.00							
The Kenneth Company Tot		185.00							
U.S. FoodService, Inc.									
USFOODSE									
1090666	7/15/2015	1,750.02	0.00	08/18/2015				False	0
				205-563-515-5645 Concessions & food	Food for concession stand				
1090666 Total:		1,750.02							
U.S. FoodService, Inc. Tot		1,750.02							
Verizon Wireless									
VERIZON									
9747449925	6/16/2015	1,355.83	0.00	08/18/2015				False	0
				101-210-511-5580 Telephone	May 17 thru June 16 cell phones				
9747449925	6/16/2015	71.92	0.00	08/18/2015				False	0
				205-508-515-5580 Telephone	May 17 thru June 16 cell phones				
9747449925	6/16/2015	39.63	0.00	08/18/2015				False	0
				205-520-515-5580 Telephone	May 17 thru June 16 cell phones				
9747449925	6/16/2015	116.31	0.00	08/18/2015				False	0
				205-530-515-5580 Telephone	May 17 thru June 16 cell phones				
9747449925	6/16/2015	-8.57	0.00	08/18/2015				False	0
				205-560-515-5580 Telephone	May 17 thru June 16 cell phones				
9747449925	6/16/2015	0.47	0.00	08/18/2015				False	0
				205-550-515-5270 Purchased program services	May 17 thru June 16 cell phones				
9747449925	6/16/2015	127.22	0.00	08/18/2015				False	0
				101-000-210-2650 Contractor Permits Payable	May 17 thru June 16 cell phones				
9747449925	6/16/2015	465.22	0.00	08/18/2015				False	0
				660-610-519-5580 Telephone	May 17 thru June 16 cell phones				
9747449925	6/16/2015	656.53	0.00	08/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-250-511-5580 Telephone				May 17 thru June 16 cell phones					
	9747449925 Total:	<u>2,824.56</u>							
	Verizon Wireless Total:	<u>2,824.56</u>							
	Report Total:	<u><u>57,462.12</u></u>							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Alltown Bus Service									
ALLTOWN									
511659	6/30/2015	3,435.00	0.00	08/18/2015				False	0
205-530-515-5721				Transportation	June Camp daily transportation				
511659	6/30/2015	2,748.00	0.00	08/18/2015				False	0
205-530-515-5721				Transportation	June Camp charter transportation				
511659 Total:		6,183.00							
Alltown Bus Service Total:		6,183.00							
Brozville Graphics									
BROZVILL									
B0067	7/14/2015	150.00	0.00	08/18/2015				False	0
101-350-512-5560				Printing & copying services	Business cards - Fire Dept				
B0067 Total:		150.00							
Brozville Graphics Total:		150.00							
Canon Solutions America									
CANN									
311803	7/1/2015	63.35	0.00	08/18/2015				False	0
101-210-511-5440				R&M - office equipment	Copier Maintenance - July 2015				
311803 Total:		63.35							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Canon Solutions America T	63.35							
Cassidy Tire CASSIDYT 4181622	4/14/2015	140.14	0.00	08/18/2015				False	0
101-300-512-5480 R&M - vehicles				Tires for Squad MP 1068					
	4181622 Total:	140.14							
	Cassidy Tire Total:	140.14							
Eagle Engraving EAGLE 2015-1843	7/14/2015	11.25	0.00	08/18/2015				False	0
101-350-512-5665 Firefighting supplies				Passport tags - Fire					
	2015-1843 Total:	11.25							
	Eagle Engraving Total:	11.25							
Great Lakes Coca Cola Distribution GREATLAC V02581720150629	6/29/2015	150.00	0.00	08/18/2015				False	0
101-210-511-5730 Program supplies				Annual equipment lease for vending machine in Village Hal					
	V02581720150629 Total:	150.00							
	Great Lakes Coca Cola Dis	150.00							
Hernandez, Anibal HERNANAN 071515	7/15/2015	10.00	0.00	08/18/2015				False	0
101-000-410-4510 Late payment penalty				Refund - late fee for Vehicle sticker					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	071515 Total:	10.00							
	Hernandez, Anibal Total:	10.00							
Kohn, Rebecca KOHNREB 21334	6/30/2015	54.95	0.00	08/18/2015				False	0
101-300-512-5730 Program supplies				Reimbursement - Items purchased for 4th of July event					
	21334 Total:	54.95							
3077028	7/2/2015	28.50	0.00	08/18/2015				False	0
101-300-512-5730 Program supplies				Reimbursement - Items purchased for 4th of July event					
	3077028 Total:	28.50							
	Kohn, Rebecca Total:	83.45							
Lakeshore Athletic Services LAKESHOR TROT15	7/9/2015	3,787.50	0.00	08/18/2015				False	0
205-509-515-5270 Purchased program services				Start/finish line management/timing - Turkey Trot					
	TROT15 Total:	3,787.50							
	Lakeshore Athletic Service	3,787.50							
Le, Kevin LEKEVIN 071015	7/10/2015	945.00	0.00	08/18/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes					
	071015 Total:	945.00							
	Le, Kevin Total:	945.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Lewis, Lisa LEWISLIS 072015	7/20/2015	61.50	0.00	08/18/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Prairie Dogs					
	072015 Total:	61.50							
	Lewis, Lisa Total:	61.50							
Lim, Ty LINC 071015	7/10/2015	168.00	0.00	08/18/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Camp					
	071015 Total:	168.00							
072115	7/21/2015	188.00	0.00	08/18/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes					
	072115 Total:	188.00							
	Lim, Ty Total:	356.00							
Navakas, Lily NAVAKAS 071415	7/14/2015	60.00	0.00	08/18/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Class					
	071415 Total:	60.00							
	Navakas, Lily Total:	60.00							
NCE NCE 22188	7/10/2015	1,340.19	0.00	08/18/2015				False	0
101-350-512-5660 EMS supplies				Mounts for cardiac monitors					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	22188 Total:	1,340.19							
	NCE Total:	1,340.19							
Northwestern University NWUNIVER 4602	2/19/2015	3,400.00	0.00	08/18/2015				False	0
101-300-512-5590 Training				Training - School of Police					
	4602 Total:	3,400.00							
	Northwestern University To	3,400.00							
Partalis, Aphrodite PARTALIS 072115	7/21/2015	279.90	0.00	08/18/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes					
	072115 Total:	279.90							
	Partalis, Aphrodite Total:	279.90							
Perrone, Meryl PERRONE 071315	7/13/2015	279.00	0.00	08/18/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Overtime					
	071315 Total:	279.00							
	Perrone, Meryl Total:	279.00							
Regional Emergency Dispatch REGIONAL 222-16-08	8/14/2015	12,401.23	0.00	08/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-350-512-5599	Other contractual			August 2015 dues					
	222-16-08 Total:	12,401.23							
	Regional Emergency Dispa	12,401.23							
Sam's Club									
SAMSCL									
1451	7/14/2015	765.77	0.00	08/18/2015				False	0
205-530-515-5645	Concessions & food			Family picnic & overtime snacks					
	1451 Total:	765.77							
731	7/10/2015	50.25	0.00	08/18/2015				False	0
205-530-515-5645	Concessions & food			Ice cream day food supplies					
	731 Total:	50.25							
735	7/9/2015	54.87	0.00	08/18/2015				False	0
205-530-515-5645	Concessions & food			Pizza day & food supplies					
	735 Total:	54.87							
	Sam's Club Total:	870.89							
Secretary of State/Dept of Police									
SECDEPT									
SOS071515	7/15/2015	303.00	0.00	08/18/2015				False	0
101-300-512-5599	Other contractual			Renew plates for Squads					
	SOS071515 Total:	303.00							
	Secretary of State/Dept of P	303.00							
Spyratos, Spyridon and Anastasia									
SPYRATO									
UTR2014SS	7/21/2015	50.37	0.00	08/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-000-410-4050 Utility tax - electric				2014 Utility Tax Rebate					
UTR2014SS	7/21/2015	53.65	0.00	08/18/2015				False	0
101-000-410-4055 Utility tax - natural gas				2014 Utility Tax Rebate					
UTR2014SS	7/21/2015	10.38	0.00	08/18/2015				False	0
101-000-410-4060 Telecommunications tax				2014 Utility Tax Rebate					
	UTR2014SS Total:	114.40							
	Spyratos, Spyridon and An	114.40							
Team Sales Ltd.									
TEAMSALE									
17590	7/5/2015	330.00	0.00	08/18/2015				False	0
101-300-512-5070 Uniform allowance				Basic recruit uniforms					
	17590 Total:	330.00							
	Team Sales Ltd. Total:	330.00							
Trizetto Provider Solutions									
TRIZETTO									
7108071500	7/1/2015	147.15	0.00	08/18/2015				False	0
101-000-410-4315 Ambulance & EMS fees				Claims transactions fee for ambulance invoices					
	7108071500 Total:	147.15							
	Trizetto Provider Solutions	147.15							
Tymchuk, Yuriy									
TYMCHUK									
072015	7/20/2015	254.00	0.00	08/18/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes					
	072015 Total:	254.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Tymchuk, Yuriy Total:	254.00							
U.S. FoodService, Inc. USFOODSE									
1178777	7/17/2015	35.65	0.00	08/18/2015				False	0
205-563-515-5645	Concessions & food			Food for concession stand					
	1178777 Total:	35.65							
1268446	7/21/2015	2,036.73	0.00	08/18/2015				False	0
205-563-515-5645	Concessions & food			Food for concession stand					
	1268446 Total:	2,036.73							
	U.S. FoodService, Inc. Tot	2,072.38							
VCG Uniform VCGUNIFO									
13736	7/10/2015	214.45	0.00	08/18/2015				False	0
101-300-512-5070	Uniform allowance			Uniforms					
	13736 Total:	214.45							
13783	7/11/2015	192.75	0.00	08/18/2015				False	0
101-300-512-5070	Uniform allowance			Uniforms					
	13783 Total:	192.75							
13784	7/11/2015	192.75	0.00	08/18/2015				False	0
101-300-512-5070	Uniform allowance			Uniforms					
	13784 Total:	192.75							
13830	7/17/2015	129.95	0.00	08/18/2015				False	0
101-300-512-5070	Uniform allowance			Uniforms					
	13830 Total:	129.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	VCG Uniform Total:	729.90							
Weingarten, Danielle WEINGART									
071315	7/13/2015	94.50	0.00	08/18/2015				False	0
	205-000-210-2430 Parks and Recs Control Deposi			Refund - Swim Session					
	071315 Total:	94.50							
	Weingarten, Danielle Total	94.50							
White, Cynthia WHITECY									
071015	7/10/2015	101.20	0.00	08/18/2015				False	0
	205-000-210-2430 Parks and Recs Control Deposi			Refund - Camp					
	071015 Total:	101.20							
	White, Cynthia Total:	101.20							
Zoll Medical Corporation GPO ZOLLMEDC									
2263930	7/7/2015	555.18	0.00	08/18/2015				False	0
	101-350-512-5660 EMS supplies			Oxygen tubing, thermal paper rolls					
	2263930 Total:	555.18							
	Zoll Medical Corporation G	555.18							
	Report Total:	35,274.11							

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
1-800-RADIATOR & A/C									
1-800RAD									
52393978	7/7/2015	69.00	0.00	08/18/2015				False	0
101-300-512-5480 R&M - vehicles				Achosex for Squad #31					
52393978 Total:		69.00							
52393979	7/7/2015	44.00	0.00	08/18/2015				False	0
101-300-512-5480 R&M - vehicles				Driex for Squad #31					
52393979 Total:		44.00							
1-800-RADIATOR & A/C		113.00							
Ace Hardware Skokie									
ACEHRDS									
193462	7/20/2015	25.90	0.00	08/18/2015				False	0
101-440-513-5480 R&M - vehicles				Bolts for Sweeper #2					
193462 Total:		25.90							
Ace Hardware Skokie Tota		25.90							
American Planning Association									
AMERPLNA									
072315	7/23/2015	795.00	0.00	08/18/2015				False	0
101-240-517-5570 Professional associations				Annual Subscription - Planning Advisory					
072315	7/23/2015	95.00	0.00	08/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-240-517-5620 Books & publications				Annual Subscription - Planning Advisory					
072315 Total:		890.00							
American Planning Associa		890.00							
Arrow Road Construction Co ARROWROA 52968MB	7/16/2015	1,139.70	0.00	08/18/2015				False	0
213-000-561-5340 Engineering				UPM Cold patch material					
52968MB Total:		1,139.70							
Arrow Road Construction C		1,139.70							
Atlas Bobcat Inc ATLASB BB5019	5/31/2015	1,019.98	0.00	08/18/2015				False	0
101-440-513-5480 R&M - vehicles				Tooth, pocket, latch					
BB5019 Total:		1,019.98							
BB5244	6/11/2015	477.64	0.00	08/18/2015				False	0
101-440-513-5480 R&M - vehicles				Bolt pocket, teeth for stump grinder					
BB5244 Total:		477.64							
Atlas Bobcat Inc Total:		1,497.62							
Bearing Headquarters, Co. BEARHDQ 4988128	7/17/2015	65.00	0.00	08/18/2015				False	0
205-430-515-5480 R&M - vehicles				Bearings for riding mower #2					
4988128 Total:		65.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Bearing Headquarters, Co.	65.00							
Best Quality Cleaning, Inc.									
BESTQU									
10470	7/20/2015	2,813.34	0.00	08/18/2015				False	0
	101-420-511-5240 Janitorial				Cleaning service - July 2015				
10470	7/20/2015	416.66	0.00	08/18/2015				False	0
	205-571-515-5240 Janitorial				Cleaning service - July 2015				
	10470 Total:	3,230.00							
	Best Quality Cleaning, Inc.	3,230.00							
Boiler Source									
BOILER									
55676	7/10/2015	4,534.00	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings				Tanks, expansion tank, valve				
	55676 Total:	4,534.00							
	Boiler Source Total:	4,534.00							
Business Only Broadband									
BUSONLY									
61952	8/1/2015	250.00	0.00	08/18/2015				False	0
	101-250-511-5580 Telephone				Wireless alarm internet access				
	61952 Total:	250.00							
61953	8/1/2015	250.00	0.00	08/18/2015				False	0
	101-250-511-5580 Telephone				Back-up connection - Internet Access				
	61953 Total:	250.00							
	Business Only Broadband	500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Chicago Communications, LLC CHGOCOMM 273479	7/14/2015	10,830.46	0.00	08/18/2015			0000000550	False	1
101-210-511-5580 Telephone				Megaplex 2104 for Red Center Connection					
273479 Total:		10,830.46							
Chicago Communications,		10,830.46							
EJ Equipment EJ EQUIP 69478	6/23/2015	1,050.58	0.00	08/18/2015				False	0
660-620-519-5480 R&M - vehicles				Drive Shaft for Truck #6					
69478 Total:		1,050.58							
EJ Equipment Total:		1,050.58							
Engelstein, Shirley ENGELSTE SE07-2015	7/15/2015	300.00	0.00	08/18/2015				False	0
101-100-511-5270 Purchased program services				Art gallery invoice - July/August 2015					
SE07-2015 Total:		300.00							
Engelstein, Shirley Total:		300.00							
Golf Mill Ford GOLFMILL 378618P	6/27/2015	102.74	0.00	08/18/2015				False	0
101-300-512-5480 R&M - vehicles				Gaskets, deflectors - Squad #31					
378618P Total:		102.74							
378619P	6/26/2015	77.19	0.00	08/18/2015				False	0
101-300-512-5480 R&M - vehicles				Arm for Squad #217					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		378619P Total:							
		77.19							
378778P	6/29/2015	609.06	0.00	08/18/2015				False	0
205-430-515-5480 R&M - vehicles				Hub, rotor, retainer for Truck #12					
		378778P Total:							
		609.06							
378851P	7/1/2015	308.21	0.00	08/18/2015				False	0
101-300-512-5480 R&M - vehicles				Manifold, seal - Squad #218					
		378851P Total:							
		308.21							
379039P	7/6/2015	402.41	0.00	08/18/2015				False	0
205-430-515-5480 R&M - vehicles				Rod, joint for Truck #12					
		379039P Total:							
		402.41							
		Golf Mill Ford Total:							
		1,499.61							
Grainger									
GRAINGER									
9781196242	7/1/2015	199.08	0.00	08/18/2015				False	0
101-440-513-5480 R&M - vehicles				Chair mat for Buildings					
		9781196242 Total:							
		199.08							
9792766041	7/16/2015	-99.54	0.00	08/18/2015				False	0
101-440-513-5480 R&M - vehicles				Credit					
		9792766041 Total:							
		-99.54							
9793036345	7/16/2015	111.34	0.00	08/18/2015				False	0
101-440-513-5480 R&M - vehicles				Chair mat for Buildings					
		9793036345 Total:							
		111.34							
		Grainger Total:							
		210.88							

Grossinger Autoplex

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
GROSSING									
310447CDR	7/17/2015	140.00	0.00	08/18/2015				False	0
101-300-512-5480 R&M - vehicles				Hub for Squad #23					
	310447CDR Total:	140.00							
310491CDR	7/22/2015	15.12	0.00	08/18/2015				False	0
101-300-512-5480 R&M - vehicles				Bolt, nut for Squad #23					
	310491CDR Total:	15.12							
	Grossinger Autoplex Total:	155.12							
Hatzalah Chicago									
HATZALA									
071515	7/15/2015	1,680.08	0.00	08/18/2015				False	0
101-000-210-2625 Zoning Case Deposits				Public Hearing Deposit - Refund					
	071515 Total:	1,680.08							
	Hatzalah Chicago Total:	1,680.08							
Holland & Knight LLP									
HOLLAND									
071615	7/16/2015	12,028.00	0.00	08/18/2015				False	0
101-230-511-5350 Legal - retainer				Retainer - June					
	071615 Total:	12,028.00							
3214150	7/16/2015	780.00	0.00	08/18/2015				False	0
101-230-511-5370 Legal - review				Springbrook Software					
	3214150 Total:	780.00							
3214152	7/16/2015	1,891.50	0.00	08/18/2015				False	0
218-000-517-5399 Other Professional				Legal Bills - TIF review					
	3214152 Total:	1,891.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
3214154	7/16/2015	2,372.00	0.00	08/18/2015				False	0
101-230-511-5370				Sacred Learning Center					
	3214154 Total:	2,372.00							
3214156	7/16/2015	60.00	0.00	08/18/2015				False	0
217-000-517-5399				Legal Bills - Up Abandonment					
	3214156 Total:	60.00							
3214162	7/16/2015	79.50	0.00	08/18/2015				False	0
220-000-511-5320				Legal Bills - Real Estate tax appeal					
	3214162 Total:	79.50							
3214165	7/16/2015	3,088.00	0.00	08/18/2015				False	0
101-230-511-5399				6600 Kilpatrick Demolition					
	3214165 Total:	3,088.00							
3214169	7/16/2015	301.50	0.00	08/18/2015				False	0
101-230-511-5370				Zoning Code Misc. Amendments					
	3214169 Total:	301.50							
3214199	7/16/2015	325.50	0.00	08/18/2015				False	0
101-230-511-5370				Keystone ROW Vacation					
	3214199 Total:	325.50							
	Holland & Knight LLP Tot	20,926.00							
Lora, Chanthadouangasy & Castellanos LORACHAN									
071515	7/15/2015	1,644.27	0.00	08/18/2015				False	0
101-000-210-2625				Public Hearing deposit - refund					
	071515 Total:	1,644.27							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Lora, Chanthadouangasy &	1,644.27							
Lowe's Business Acc/GECE									
LOWES									
1024	7/1/2015	98.74	0.00	08/18/2015				False	0
	101-440-513-5745 Small tools			Die set, sledge hammer for Forestry					
	1024 Total:	98.74							
2102	7/13/2015	131.91	0.00	08/18/2015				False	0
	205-430-515-5730 Program supplies			Spray paint, anchor bolt for tennis court					
	2102 Total:	131.91							
2140	7/13/2015	75.96	0.00	08/18/2015				False	0
	660-620-519-5405 R&M - buildings			Flashlight, flourescent flashlight					
	2140 Total:	75.96							
2150	7/13/2015	152.49	0.00	08/18/2015				False	0
	101-440-513-5290 Street lights & traffic signal			Electrical switch cleaner, silicone for Street					
	2150 Total:	152.49							
2205	7/14/2015	114.64	0.00	08/18/2015				False	0
	101-440-513-5730 Program supplies			Anchoring epoxy, insulation for streets					
	2205 Total:	114.64							
2206	7/14/2015	-9.47	0.00	08/18/2015				False	0
	101-440-513-5730 Program supplies			Tax correction					
	2206 Total:	-9.47							
2228	7/14/2015	143.30	0.00	08/18/2015				False	0
	660-620-519-5405 R&M - buildings			Copper wire rolls for Pump House					
	2228 Total:	143.30							
2320	6/26/2015	49.30	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings			Drain opener, plug for Fire Dept					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2320 Total:	49.30							
2328	7/15/2015	35.04	0.00	08/18/2015				False	0
	101-440-513-5730 Program supplies				Paint sprayer, utility knife for Streets				
	2328 Total:	35.04							
2361	6/26/2015	122.55	0.00	08/18/2015				False	0
	101-420-511-5730 Program supplies				Power tool battery for Buildings				
	2361 Total:	122.55							
2567	7/8/2015	51.16	0.00	08/18/2015				False	0
	205-560-515-5630 Chemicals - swimming pool				Pool supplies				
	2567 Total:	51.16							
2568	7/8/2015	41.94	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings				Commercial wash hose fitting for Fire Dept				
	2568 Total:	41.94							
2610	7/8/2015	79.91	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings				Flexible duct, aviation snip for VH				
	2610 Total:	79.91							
2697	7/9/2015	35.68	0.00	08/18/2015				False	0
	205-430-515-5730 Program supplies				Anchor, hex bolts for Proesel Park				
	2697 Total:	35.68							
2758	6/30/2015	390.08	0.00	08/18/2015				False	0
	205-430-515-5530 Equipment rental				Supplies for Fest				
	2758 Total:	390.08							
2821	7/1/2015	65.63	0.00	08/18/2015				False	0
	101-440-513-5730 Program supplies				Concrete placer, respirators for Streets				
	2821 Total:	65.63							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2829	7/20/2015	19.89	0.00	08/18/2015				False	0
205-560-515-5630 Chemicals - swimming pool				Pool brush					
2829 Total:		19.89							
2839	7/1/2015	56.57	0.00	08/18/2015				False	0
205-430-515-5530 Equipment rental				Supplies for Fest					
2839 Total:		56.57							
2958	7/2/2015	251.05	0.00	08/18/2015				False	0
205-560-515-5499 R&M - other				Power washer for pool					
2958 Total:		251.05							
97753	7/7/2015	56.05	0.00	08/18/2015				False	0
101-420-511-5405 R&M - buildings				Blinds for Finance					
97753 Total:		56.05							
Lowe's Business Acc/GEC		1,962.42							
Maine-Niles Association of Special Recreation									
MNASR									
15-089	7/6/2015	2,647.56	0.00	08/18/2015				False	0
205-580-515-5270 Purchased program services				Inclusion Services for July A					
15-089 Total:		2,647.56							
Maine-Niles Association o		2,647.56							
Malnati Organization									
MALNATI									
E184237	7/21/2015	230.60	0.00	08/18/2015				False	0
101-100-511-5840 Meals				Dinner - Village Board meeting - 07/21/15					
E184237 Total:		230.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
		230.60							
Marc Printing									
MARCP									
109447	7/20/2015	472.80	0.00	08/18/2015				False	0
660-610-519-5720 Postage				Mailing water bills - Cycle 1 & 4					
		472.80							
109447 Total:		472.80							
		472.80							
Marc Printing Total:		472.80							
		472.80							
Metal Supermarkets									
METALSUP									
967-1274	7/13/2015	415.47	0.00	08/18/2015				False	0
101-420-511-5405 R&M - buildings				Steel plate for PD/Fire water heater					
		415.47							
967-1274 Total:		415.47							
		415.47							
Metal Supermarkets Total:		415.47							
		415.47							
Metro Tank and Pump Company									
METROENV									
12667	5/15/2015	1,290.00	0.00	08/18/2015				False	0
101-420-511-5405 R&M - buildings				Furnish and deliver manhole lids					
		1,290.00							
12667 Total:		1,290.00							
		1,290.00							
Metro Tank and Pump Com		1,290.00							
		1,290.00							
NAPA									
NAPA									
073742	7/15/2015	16.20	0.00	08/18/2015				False	0
101-300-512-5480 R&M - vehicles				Fitting for Squad #33					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	073742 Total:	16.20							
173427	7/14/2015	5.94	0.00	08/18/2015				False	0
	101-300-512-5480 R&M - vehicles			Oil filter for Squad #33					
	173427 Total:	5.94							
174160	7/17/2015	30.26	0.00	08/18/2015				False	0
	101-350-512-5675 Lubricants & fluids			Power steering fluid					
	174160 Total:	30.26							
174174	7/17/2015	2.06	0.00	08/18/2015				False	0
	101-440-513-5480 R&M - vehicles			Bleeder screw for Sweeper #2					
	174174 Total:	2.06							
	NAPA Total:	54.46							
North Suburban NORTHSUB 473-63104	7/17/2015	5.39	0.00	08/18/2015				False	0
	101-440-513-5480 R&M - vehicles			Brake line for Sweeper #2					
	473-63104 Total:	5.39							
	North Suburban Total:	5.39							
Orange Crush LLC ORANGCRH 486306	7/8/2015	246.03	0.00	08/18/2015				False	0
	213-000-561-5490 R&M Road Repairs			Mod surface					
	486306 Total:	246.03							
486573	7/10/2015	594.72	0.00	08/18/2015				False	0
	213-000-561-5490 R&M Road Repairs			Mod surface					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	486573 Total:	594.72							
487091	7/15/2015	686.76	0.00	08/18/2015				False	0
213-000-561-5490	R&M Road Repairs			Mod surface					
	487091 Total:	686.76							
487266	7/16/2015	423.62	0.00	08/18/2015				False	0
213-000-561-5490	R&M Road Repairs			Mod surface					
	487266 Total:	423.62							
487517	7/20/2015	522.74	0.00	08/18/2015				False	0
213-000-561-5490	R&M Road Repairs			Mod surface					
	487517 Total:	522.74							
487745	7/21/2015	474.36	0.00	08/18/2015				False	0
213-000-561-5490	R&M Road Repairs			Mod surface					
	487745 Total:	474.36							
	Orange Crush LLC Total:	2,948.23							
Pioneer Press									
PIONEERP									
7/9/15	7/30/2015	32.24	0.00	08/18/2015				False	0
101-400-511-5620	Books & publications			Renewal subscription					
	7/9/15 Total:	32.24							
	Pioneer Press Total:	32.24							
PNC Equipment Finance, LLC									
PNCEQUIP									
07232015	7/15/2015	17,717.00	0.00	08/18/2015				False	0
330-000-574-7374	Interest-Fire Truck Loan			Fire Truck Loan Repayment					
07232015	7/15/2015	390,133.55	0.00	08/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
330-000-573-7374	Principal-Fire Truck Loan				Fire Truck Loan Repayment				
	07232015 Total:	407,850.55							
	PNC Equipment Finance, L	407,850.55							
PPG Architectural Finishes									
PPGAR									
944404035664	5/19/2015	1,116.54	0.00	08/18/2015				False	0
	101-440-513-5730 Program supplies				Paint, thinner and glass beads for streets				
	944404035664 Total:	1,116.54							
944406019388	7/1/2015	775.00	0.00	08/18/2015				False	0
	101-440-513-5730 Program supplies				Paint for street				
	944406019388 Total:	775.00							
	PPG Architectural Finishes	1,891.54							
Prairie Material Sales Inc									
PRAIRIEM									
886216961	7/7/2015	533.00	0.00	08/18/2015				False	0
	101-440-513-5769 Steet Materials - Other				5 cubic yards concrete for repairs				
	886216961 Total:	533.00							
	Prairie Material Sales Inc T	533.00							
Printwell Printing									
PRINTWEL									
47536	7/14/2015	78.00	0.00	08/18/2015				False	0
	101-220-512-5560 Printing & copying services				Village of Lincolnwood - foil business cards				
	47536 Total:	78.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Printwell Printing Total:	78.00							
Real Restoration Group REALREST									
140846	1/15/2015	2,000.00	0.00	08/18/2015	Street Opening Deposit			False	0
	101-000-210-2620 Contractor bonds payable								
	140846 Total:	2,000.00							
	Real Restoration Group To	2,000.00							
Russo Power Equipment RUSSO									
2542163	7/7/2015	60.06	0.00	08/18/2015	Belt for riding mower #4			False	0
	205-430-515-5480 R&M - vehicles								
	2542163 Total:	60.06							
	Russo Power Equipment T	60.06							
Sandford Health Occupational Med SANDFORD									
196334	6/1/2015	25.00	0.00	08/18/2015	Drug screening			False	0
	101-200-511-5599 Other contractual								
	196334 Total:	25.00							
	Sandford Health Occupatio	25.00							
Schreiber, Michael SCHREIBE									
140727	7/20/2015	2,000.00	0.00	08/18/2015	Street Opening - Deposit refund			False	0
	101-000-210-2620 Contractor bonds payable								

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	140727 Total:	2,000.00							
	Schreiber, Michael Total:	2,000.00							
Standard Equipment Company STANDARD C04038	7/1/2015	766.01	0.00	08/18/2015				False	0
101-440-513-5480 R&M - vehicles				Belt, pulley for Sweeper #2					
	C04038 Total:	766.01							
	Standard Equipment Comp	766.01							
Standard Pipe and Supply, Inc. STANDPIP 429639	7/14/2015	20.31	0.00	08/18/2015				False	0
101-420-511-5405 R&M - buildings				Supplies for Police/Fire storage tank install					
	429639 Total:	20.31							
429640	7/14/2015	4,156.08	0.00	08/18/2015				False	0
101-420-511-5405 R&M - buildings				Supplies for Police/Fire storage tank install					
	429640 Total:	4,156.08							
	Standard Pipe and Supply,	4,176.39							
Stanley Consultants, Inc. STANLEY 16	6/25/2015	2,619.13	0.00	08/18/2015				False	0
454-000-561-5340 Engineering				Touhy overpass					
	16 Total:	2,619.13							
	Stanley Consultants, Inc. T	2,619.13							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Thompson Elevator Inspection Service, Inc.									
THOMPSON									
15-2536	7/15/2015	2,084.00	0.00	08/18/2015				False	0
101-240-517-5399	Other professional services			43 semi-annual and 3 new elevator inspections					
	15-2536 Total:	2,084.00							
	Thompson Elevator Inspec	2,084.00							
Tru Link Fence & Products									
TRULINK									
38392	6/10/2015	87.50	0.00	08/18/2015				False	0
205-430-515-5730	Program supplies			Ten - 3" fork latches for Parks					
	38392 Total:	87.50							
	Tru Link Fence & Products	87.50							
Vogel, Ruth									
VOGELR									
140777	7/20/2015	1,000.00	0.00	08/18/2015				False	0
101-000-210-2620	Contractor bonds payable			Driveway Deposit refund					
	140777 Total:	1,000.00							
	Vogel, Ruth Total:	1,000.00							
West Side Tractor Sales									
WESTSIDE									
N21925	7/6/2015	46.94	0.00	08/18/2015				False	0
101-440-513-5480	R&M - vehicles			Gaskets for Sweeper #2					
	N21925 Total:	46.94							
S23186	7/6/2015	928.21	0.00	08/18/2015				False	0
101-440-513-5480	R&M - vehicles			Water Pump, O-ring, Tube, for Sweeper #2					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	S23186 Total:	928.21							
S23425	7/13/2015	65.11	0.00	08/18/2015				False	0
101-440-513-5480 R&M - vehicles				Screw, gasket, hose for Sweeper #2					
	S23425 Total:	65.11							
	West Side Tractor Sales To	1,040.26							
	Report Total:	486,562.83							

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
 Printed: 08/10/2015 - 4:03PM
 Batch: 00103.08.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
303 Taxi									
303									
24762	7/15/2015	14.00	0.00	08/18/2015				False	0
205-570-515-5280 Subsidized taxi program				Taxi Coupons - June					
24762 Total:		14.00							
303 Taxi Total:		14.00							
Alpha Baking Company									
ALPHABAK									
150055201002	7/20/2015	104.90	0.00	08/18/2015				False	0
205-563-515-5645 Concessions & food				Food for Concession stand					
150055201002 Total:		104.90							
Alpha Baking Company To		104.90							
Amazon									
AMAZON									
104572010760	6/11/2015	23.85	0.00	08/18/2015				False	0
101-350-512-5730 Program supplies				Stickers/FD for fire extinguishers					
104572010760 Total:		23.85							
11066523228	6/11/2015	102.98	0.00	08/18/2015				False	0
101-420-511-5405 R&M - buildings				Remotes - PW garage door					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11066523228 Total:	102.98							
82821530898	6/11/2015	49.74	0.00	08/18/2015				False	0
101-300-512-5730	Program supplies			IT/PD tablet for sign					
	82821530898 Total:	49.74							
	Amazon Total:	176.57							
Behling, Melanie									
BEHLING									
070215	7/22/2015	285.00	0.00	08/18/2015				False	0
205-000-210-2430	Parks and Recs Control Deposi			Refund - Classes					
	070215 Total:	285.00							
	Behling, Melanie Total:	285.00							
Canon Solutions America, Inc									
CANONSOL									
988499948	7/22/2015	290.08	0.00	08/18/2015				False	0
101-210-511-5440	R&M - office equipment			Maintenance for plotter - July					
	988499948 Total:	290.08							
	Canon Solutions America,	290.08							
Chicago Metropolitan Fire Prevention Co.									
CHGOMETR									
110347	7/21/2015	360.00	0.00	08/18/2015				False	0
101-420-511-5405	R&M - buildings			Sprinkler System Test - Public Works					
	110347 Total:	360.00							
110348	7/21/2015	360.00	0.00	08/18/2015				False	0
101-420-511-5405	R&M - buildings			Sprinkler System Test - Village Hall, PD, FD					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	110348 Total:	360.00							
110349	7/21/2015	250.00	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings				Sprinkler System Test - Community Center				
	110349 Total:	250.00							
110350	7/21/2015	150.00	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings				Fire alarm test - Proesel Pavilion				
	110350 Total:	150.00							
110351	7/21/2015	258.00	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings				Fire alarm test - Village Hall, FD,PD				
	110351 Total:	258.00							
110352	7/21/2015	344.00	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings				Fire alarm test - Community Center				
	110352 Total:	344.00							
110353	7/21/2015	344.00	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings				Fire alarm test - Public Works				
	110353 Total:	344.00							
110354	7/21/2015	258.00	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings				Fire alarm test - Proesel pool				
	110354 Total:	258.00							
110397	7/22/2015	252.90	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings				Kitchen suppression system service call				
	110397 Total:	252.90							
	Chicago Metropolitan Fire	2,576.90							

Chicago Tribune

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
CHGOTRIB									
3294124	5/21/2015	15.71	0.00	08/18/2015				False	0
205-500-515-5510 Advertising				Notice for Aquatic Shade structures					
	3294124 Total:	15.71							
3302106	5/28/2015	32.29	0.00	08/18/2015				False	0
101-200-511-5510 Advertising				Legal notice - Prevailing wage					
	3302106 Total:	32.29							
	Chicago Tribune Total:	48.00							
Classic Design Awards									
CLASSICD									
150890	7/24/2015	26.60	0.00	08/18/2015				False	0
101-200-511-5799 Other materials & supplies				Name plates for commission member					
	150890 Total:	26.60							
	Classic Design Awards Tot	26.60							
Cook County Department of Public Health									
CCDPHPP									
13-000342	3/9/2015	375.00	0.00	08/18/2015				False	0
205-560-515-5499 R&M - other				Public Health Inspection					
	13-000342 Total:	375.00							
	Cook County Department o	375.00							
E Town Tennis									
ETOWN									
7242015	7/24/2015	1,106.00	0.00	08/18/2015				False	0
205-550-515-5270 Purchased program services				412351.A Camp K-2 Lessons					
7242015	7/24/2015	663.60	0.00	08/18/2015				False	0
205-550-515-5270 Purchased program services				412353.A Camp 3-5 Lessons					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
7242015	7/24/2015	276.50	0.00	08/18/2015				False	0
205-550-515-5270	Purchased program services			412355.A Camp 6-9 Lessons					
	7242015 Total:	2,046.10							
	E Town Tennis Total:	2,046.10							
Eterno, Attorney at Law, David									
ETERNO									
11600	8/3/2015	750.00	0.00	08/18/2015				False	0
101-230-511-5399	Other professional services			Adjudication Hearing Officer - July					
	11600 Total:	750.00							
	Eterno, Attorney at Law, D	750.00							
Fedex									
FEDEX									
508152198	7/1/2015	48.56	0.00	08/18/2015				False	0
205-560-515-5590	Training			Return shipment					
	508152198 Total:	48.56							
780969801230	7/16/2015	14.56	0.00	08/18/2015				False	0
101-210-511-5720	Postage			Shipping - Legal					
	780969801230 Total:	14.56							
780986023372	7/16/2015	22.00	0.00	08/18/2015				False	0
101-400-511-5730	Program supplies			Shipping - Public Works					
	780986023372 Total:	22.00							
	Fedex Total:	85.12							
Fleet Pride									
FLEETPR									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
70094529	7/23/2015	652.50	0.00	08/18/2015				False	0
101-350-512-5740	Repair parts			Steering gear box					
	70094529 Total:	652.50							
	Fleet Pride Total:	652.50							
Fleet Safety Supply									
FLEETS									
63356	7/22/2015	711.48	0.00	08/18/2015				False	0
101-350-512-5740	Repair parts			Battery charger E15					
	63356 Total:	711.48							
	Fleet Safety Supply Total:	711.48							
Gadi LLC									
GADI									
150039	2/17/2015	2,000.00	0.00	08/18/2015				False	0
101-000-210-2620	Contractor bonds payable			Street opening Deposit refund					
	150039 Total:	2,000.00							
	Gadi LLC Total:	2,000.00							
Garapolo, Mark									
GARAPO									
1227	7/30/2015	45.83	0.00	08/18/2015				False	0
101-200-511-5840	Meals			Reimbursement - ICMA-RC lunch					
	1227 Total:	45.83							
	Garapolo, Mark Total:	45.83							

GE Capital

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
GECAPITA									
63158217	7/26/2015	232.43	0.00	08/18/2015				False	0
660-610-519-5340 Maintenance Agreement Expen				Copier - PW					
63158217	7/26/2015	269.95	0.00	08/18/2015				False	0
205-500-515-5440 R&M - office equipment				Copier - Parks					
63158217	7/26/2015	232.44	0.00	08/18/2015				False	0
101-000-210-2650 Contractor Permits Payable				Copier - FD					
63158217	7/26/2015	697.36	0.00	08/18/2015				False	0
101-210-511-5440 R&M - office equipment				Copier - PD & Finance					
	63158217 Total:	1,432.18							
	GE Capital Total:	1,432.18							
Grainger									
GRAINGER									
9775007777	6/24/2015	119.70	0.00	08/18/2015				False	0
205-563-515-5405 Repairs and Maint. Building				Plumbing for concession					
	9775007777 Total:	119.70							
	Grainger Total:	119.70							
Great Lakes Coca Cola Distribution									
GREATLAC									
736201056	7/29/2015	95.04	0.00	08/18/2015				False	0
101-210-511-5700 Office supplies				Pop for Village Hall pop machine					
	736201056 Total:	95.04							
	Great Lakes Coca Cola Dis	95.04							
Halogen									
HALOGEN									
472233	7/14/2015	192.50	0.00	08/18/2015				False	0
205-560-515-5630 Chemicals - swimming pool				Cleaning supplies for pool					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	472233 Total:	192.50							
472531	7/17/2015	4,273.00	0.00	08/18/2015				False	0
205-560-515-5630	Chemicals - swimming pool			Chemicals for pool					
	472531 Total:	4,273.00							
472626	7/20/2015	41.44	0.00	08/18/2015				False	0
205-560-515-5450	R&M - pool equipment			Skimmer for pool					
	472626 Total:	41.44							
473582	7/31/2015	3,752.00	0.00	08/18/2015				False	0
205-560-515-5630	Chemicals - swimming pool			Chemicals for pool					
	473582 Total:	3,752.00							
	Halogen Total:	8,258.94							
IL Municipal Retirement Fund									
ZZIMRF									
July 2015	8/3/2015	14,060.67	0.00	08/18/2015				False	0
102-000-210-2023	Employee IMRF withholding			Employee - July 2015					
July 2015	8/3/2015	32,863.94	0.00	08/18/2015				False	0
102-000-210-2023	Employee IMRF withholding			Employer - July 2015					
	July 2015 Total:	46,924.61							
	IL Municipal Retirement F	46,924.61							
Infimsource									
INFINI									
657001	7/20/2015	47.80	0.00	08/18/2015				False	0
205-560-515-5405	R&M - buildings			Additional user fee					
	657001 Total:	47.80							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Infinisource Total:	47.80							
Interstate Electronics Company									
INTERST									
69138	7/31/2015	396.00	0.00	08/18/2015				False	0
	205-560-515-5405 R&M - buildings			Repair of the PA system					
	69138 Total:	396.00							
	Interstate Electronics Comp	396.00							
Lowe's Business Acc/GECE									
LOWES									
07332	7/24/2015	45.03	0.00	08/18/2015				False	0
	101-350-512-5799 Other materials & supplies			Wire brushes, WD 40, velcro					
07332	7/24/2015	5.68	0.00	08/18/2015				False	0
	101-350-512-5675 Lubricants & fluids			Wire brushes, WD 40, velcro					
	07332 Total:	50.71							
	Lowe's Business Acc/GEC	50.71							
MABAS Divison III									
MABAS									
IL6108	7/25/2015	250.00	0.00	08/18/2015				False	0
	101-350-512-5540 Intergovernmental fees & dues			2015 State dues					
	IL6108 Total:	250.00							
	MABAS Divison III Total:	250.00							
Mansfield Oil Company									
MANSFIEL									
662845	7/29/2015	1,961.58	0.00	08/18/2015				False	0
	101-300-512-5670 Fuel			Fuel usage					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
662845	7/29/2015	99.12	0.00	08/18/2015				False	0
101-350-512-5670 Fuel				Fuel usage					
662845	7/29/2015	38.19	0.00	08/18/2015				False	0
101-410-511-5670 Fuel				Fuel usage					
662845	7/29/2015	22.31	0.00	08/18/2015				False	0
101-420-511-5670 Fuel				Fuel usage					
662845	7/29/2015	357.86	0.00	08/18/2015				False	0
101-440-513-5670 Fuel				Fuel usage					
662845	7/29/2015	423.94	0.00	08/18/2015				False	0
205-430-515-5670 Fuel				Fuel usage					
662845	7/29/2015	382.32	0.00	08/18/2015				False	0
205-500-515-5670 Fuel				Fuel usage					
662845 Total:		3,285.32							
662846	7/29/2015	706.92	0.00	08/18/2015				False	0
101-350-512-5670 Fuel				Fuel usage					
662846	7/29/2015	960.57	0.00	08/18/2015				False	0
101-440-513-5670 Fuel				Fuel usage					
662846	7/29/2015	96.96	0.00	08/18/2015				False	0
205-430-515-5670 Fuel				Fuel usage					
662846	7/29/2015	232.96	0.00	08/18/2015				False	0
660-620-519-5670 Fuel				Fuel usage					
662846 Total:		1,997.41							
Mansfield Oil Company To		5,282.73							
Marc Printing									
MARCP									
109459	7/22/2015	2,069.39	0.00	08/18/2015				False	0
101-210-511-5560 Printing & copying services				Financial Budget Book - 2015					
109459 Total:		2,069.39							
Marc Printing Total:		2,069.39							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
NAPA									
175279	7/24/2015	30.26	0.00	08/18/2015				False	0
101-350-512-5675				Lubricants & fluids	Power steering fluid				
	175279 Total:	30.26							
	NAPA Total:	30.26							
Nicor Gas									
NICOR									
3017240000	7/13/2015	191.59	0.00	08/18/2015				False	0
101-420-511-5780				Utilities - government buildin	Public Services - 6/11-7/10				
	3017240000 Total:	191.59							
5202340000	7/14/2015	254.40	0.00	08/18/2015				False	0
101-420-511-5780				Utilities - government buildin	Village Hall - 6/11-7/13				
	5202340000 Total:	254.40							
6202340000	7/14/2015	731.04	0.00	08/18/2015				False	0
101-420-511-5780				Utilities - government buildin	Public Safety - 6/11-7/13				
	6202340000 Total:	731.04							
	Nicor Gas Total:	1,177.03							
Paramedic Services of Illinois									
PARAMEDI									
4536	8/1/2015	227,074.50	0.00	08/18/2015				False	0
101-350-512-5220				Fire protection	Services rendered month ended 8/31/2015				
	4536 Total:	227,074.50							
	Paramedic Services of Illin	227,074.50							

Sam's Club

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
SAMSCL 2228 205-530-515-5645 Concessions & food	6/22/2015	251.57	0.00	08/18/2015	Camp snacks & food supplies			False	0
	2228 Total:	251.57							
724 205-530-515-5645 Concessions & food	7/14/2015	38.64	0.00	08/18/2015	Camp snacks			False	0
	724 Total:	38.64							
770 205-530-515-5645 Concessions & food	7/28/2015	70.72	0.00	08/18/2015	Camp snacks & food supplies			False	0
	770 Total:	70.72							
779 205-530-515-5645 Concessions & food	7/20/2015	88.30	0.00	08/18/2015	Camp snacks			False	0
	779 Total:	88.30							
799 205-530-515-5645 Concessions & food	7/23/2015	105.07	0.00	08/18/2015	Food supplies & ice cream			False	0
	799 Total:	105.07							
	Sam's Club Total:	554.30							
Schick, Jim SCHICKJI StrkC115 205-562-515-5270 Purchased program services	7/27/2015	3,208.00	0.00	08/18/2015	Payment for stroke clinic			False	0
	StrkC115 Total:	3,208.00							
	Schick, Jim Total:	3,208.00							

State Industrial Products
STATE

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
97388421	7/22/2015	495.19	0.00	08/18/2015				False	0
101-350-512-5799	Other materials & supplies			Floor cleaner, air freshener, mats					
	97388421 Total:	495.19							
	State Industrial Products To	495.19							
Sunburst Sportswear Inc SUNBURST									
114499	7/22/2015	555.76	0.00	08/18/2015				False	0
205-505-515-5270	Purchased program services			Soccer Camp shirts					
	114499 Total:	555.76							
	Sunburst Sportswear Inc To	555.76							
Total Administrative Serv Corp TASC									
IN582186	7/18/2015	1,099.53	0.00	08/18/2015				False	0
101-210-511-5195	Employee Benefit Expenses			Claim card and administration fees					
	IN582186 Total:	1,099.53							
	Total Administrative Serv C	1,099.53							
U.S. FoodService, Inc. USFOODSE									
1391042	7/24/2015	810.16	0.00	08/18/2015				False	0
205-563-515-5645	Concessions & food			Food for concession stand					
	1391042 Total:	810.16							
1391043	7/24/2015	57.50	0.00	08/18/2015				False	0
205-563-515-5645	Concessions & food			Food for concession stand					
	1391043 Total:	57.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1606363	7/30/2015	1,919.46	0.00	08/18/2015				False	0
205-563-515-5645				Food for concession stand					
	1606363 Total:	1,919.46							
804178	7/6/2015	-32.91	0.00	08/18/2015				False	0
205-563-515-5645				Food for concession stand					
	804178 Total:	-32.91							
	U.S. FoodService, Inc. Tot	2,754.21							
United States Postal Service									
USPOSTAL									
PB072815	7/28/2015	17.65	0.00	08/18/2015				False	0
101-210-511-5720				Pitney Bowes postage					
PB072815	7/28/2015	92.57	0.00	08/18/2015				False	0
205-500-515-5720				Pitney Bowes postage					
PB072815	7/28/2015	160.28	0.00	08/18/2015				False	0
101-210-511-5720				Pitney Bowes postage					
PB072815	7/28/2015	15.71	0.00	08/18/2015				False	0
101-210-511-5720				Pitney Bowes postage					
PB072815	7/28/2015	53.64	0.00	08/18/2015				False	0
205-500-515-5720				Pitney Bowes postage					
PB072815	7/28/2015	2.43	0.00	08/18/2015				False	0
101-210-511-5720				Pitney Bowes postage					
PB072815	7/28/2015	63.64	0.00	08/18/2015				False	0
101-210-511-5720				Pitney Bowes postage					
PB072815	7/28/2015	11.70	0.00	08/18/2015				False	0
101-210-511-5720				Pitney Bowes postage					
PB072815	7/28/2015	435.76	0.00	08/18/2015				False	0
660-610-519-5720				Pitney Bowes postage					
	PB072815 Total:	853.38							
	United States Postal Servic	853.38							

Welding Supply Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
WELDINGS									
892249	7/31/2015	6.32	0.00	08/18/2015				False	0
205-571-515-5730 Program supplies				Helium Tank - August					
892249	7/31/2015	6.32	0.00	08/18/2015				False	0
101-350-512-5730 Program supplies				Argon Tank - August					
	892249 Total:	12.64							
	Welding Supply Inc. Total:	12.64							
Zoll Medical Corporation GPO									
ZOLLMEDC									
2267339	7/16/2015	420.00	0.00	08/18/2015				False	0
101-350-512-5660 EMS supplies				CPR electrodes					
	2267339 Total:	420.00							
	Zoll Medical Corporation G	420.00							
	Report Total:	313,349.98							

Accounts Payable

To Be Paid Proof List

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 Batch: 00104.08.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Alpha Baking Company									
ALPHABAK									
55403517D	8/5/2015	122.50	0.00	08/18/2015				False	0
205-563-515-5645 Concessions & food				Bread for concession stand					
55403517D Total:		122.50							
Alpha Baking Company To		122.50							
American First Aid Services									
AFAS INC									
26094	8/4/2015	275.45	0.00	08/18/2015				False	0
205-560-515-5730 Program supplies				First aid kit for pool					
26094 Total:		275.45							
26098	8/4/2015	45.45	0.00	08/18/2015				False	0
205-500-515-5700 Office supplies				First aid kit for office					
26098 Total:		45.45							
26099	8/4/2015	22.50	0.00	08/18/2015				False	0
205-571-515-5730 Program supplies				Community Center First aid supplies					
26099 Total:		22.50							
American First Aid Service		343.40							

B & H Youth Soccer Club

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
BHYOUTH									
8415	8/4/2015	2,520.00	0.00	08/18/2015				False	0
205-505-515-5270	Purchased program services			Soccer Camp					
	8415 Total:	2,520.00							
	B & H Youth Soccer Club	2,520.00							
Boelter, LLC									
BOELTERL									
95030948	4/15/2015	1,155.00	0.00	08/18/2015				False	0
205-563-515-5405	Repairs and Maint. Building			Frymaster food warmer & freight					
	95030948 Total:	1,155.00							
	Boelter, LLC Total:	1,155.00							
Chicago Communications, LLC									
CHGOCOMM									
274006	7/17/2015	253.00	0.00	08/18/2015				False	0
101-300-512-5410	R&M - communications equipm			Replacement lighting protection for radio system					
	274006 Total:	253.00							
	Chicago Communications,	253.00							
Christopher Burke Engineering									
CHRISTB									
123862	8/4/2015	4,500.00	0.00	08/18/2015				False	0
101-290-511-5920	Administration Engineer Costs			Retainer - July					
123862	8/4/2015	4,500.00	0.00	08/18/2015				False	0
660-620-519-5399	Other professional services			Retainer - July					
	123862 Total:	9,000.00							
123863	8/4/2015	242.00	0.00	08/18/2015				False	0
101-440-513-5599	Other Contractual			5 year Infrastructure plan					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	123863 Total:	242.00							
123864	8/4/2015	6,431.93	0.00	08/18/2015	Devon Avenue streetscape			False	0
220-000-511-5340	Engineering								
	123864 Total:	6,431.93							
123865	8/4/2015	1,947.91	0.00	08/18/2015	Pratt Ave resurfacing Phase 1			False	0
212-000-511-5320	Consulting								
	123865 Total:	1,947.91							
123866	8/4/2015	1,812.66	0.00	08/18/2015	Dominick's site re-use			False	0
101-290-511-5922	Building Engineering Costs								
	123866 Total:	1,812.66							
123917	8/4/2015	112.00	0.00	08/18/2015	Restrictor program			False	0
660-620-519-5320	Consulting								
	123917 Total:	112.00							
	Christopher Burke Enginee	19,546.50							
Fedex									
FEDEX									
781015093963	7/21/2015	12.99	0.00	08/18/2015	Shipping - Public Works			False	0
101-410-511-5730	Program supplies								
	781015093963 Total:	12.99							
804144716865	7/27/2015	30.78	0.00	08/18/2015	Shipping - Legal			False	0
101-210-511-5720	Postage								
	804144716865 Total:	30.78							
	Fedex Total:	43.77							

Gallagher, Simona

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
4331	7/10/2015	880.00	0.00	08/18/2015				False	0
101-200-511-5599 Other contractual				Annual screenings - Public Works					
	4331 Total:	880.00							
	Health Endeavors Total:	2,480.00							
HMO Healthcare Service Corporation									
HMO									
Aug-15	7/17/2015	30,450.79	0.00	08/18/2015				False	0
102-000-210-2027 Health insurance premium with				Employee health insurance - Aug - 15					
	Aug-15 Total:	30,450.79							
	HMO Healthcare Service C	30,450.79							
Infinisource									
INFINI									
650124	7/10/2015	66.92	0.00	08/18/2015				False	0
101-400-511-5440 R&M - office equipment				Monthly maintenance cost for time clock					
650124	7/10/2015	179.25	0.00	08/18/2015				False	0
205-530-515-5730 Program supplies				Monthly maintenance cost for time clock					
650124	7/10/2015	279.63	0.00	08/18/2015				False	0
205-560-515-5405 R&M - buildings				Monthly maintenance cost for time clock					
	650124 Total:	525.80							
	Infinisource Total:	525.80							
JG Uniforms Inc									
JGUNIFOR									
37646	7/16/2015	146.95	0.00	08/18/2015				False	0
101-300-512-5070 Uniform allowance				Streamlight flashlight					
	37646 Total:	146.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	JG Uniforms Inc Total:	146.95							
Krinsky, Andrea KRINSKY									
080515	8/5/2015	40.00	0.00	08/18/2015				False	0
101-000-410-4510	Late payment penalty			Refund - Vehicle Sticker					
	080515 Total:	40.00							
	Krinsky, Andrea Total:	40.00							
Kruzel, Henry KRUZEL									
080415	8/4/2015	30.00	0.00	08/18/2015				False	0
205-000-210-2430	Parks and Rees Control Deposi			Refund - Household credit refunded					
	080415 Total:	30.00							
	Kruzel, Henry Total:	30.00							
Lowe's Business Acc/GECE LOWES									
08672	7/29/2015	146.00	0.00	08/18/2015				False	0
101-350-512-5799	Other materials & supplies			Plywood, saw blade, screws					
	08672 Total:	146.00							
2107	7/22/2015	30.38	0.00	08/18/2015				False	0
205-563-515-5405	Repairs and Maint. Building			Light repair					
	2107 Total:	30.38							
2446	7/16/2015	66.30	0.00	08/18/2015				False	0
205-560-515-5730	Program supplies			Cleaning supplies					
	2446 Total:	66.30							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2538	7/17/2015	72.04	0.00	08/18/2015				False	0
205-560-515-5730				Program supplies	Cleaning supplies				
	2538 Total:	72.04							
2601	7/27/2015	18.96	0.00	08/18/2015				False	0
205-560-515-5730				Program supplies	Cleaning supplies				
	2601 Total:	18.96							
2949	7/21/2015	137.71	0.00	08/18/2015				False	0
205-563-515-5649				Supplies	Cleaning supplies				
	2949 Total:	137.71							
2968	7/21/2015	7.87	0.00	08/18/2015				False	0
205-563-515-5649				Supplies	Cleaning supplies				
	2968 Total:	7.87							
	Lowe's Business Acc/GEC	479.26							
Madison National Life									
MADISON									
1177757	7/20/2015	157.65	0.00	08/18/2015				False	0
101-200-511-5150				Insurance - group life & AD&D	Life Insurance - August				
1177757	7/20/2015	96.49	0.00	08/18/2015				False	0
101-210-511-5150				Insurance - group life & AD&D	Life Insurance - August				
1177757	7/20/2015	88.30	0.00	08/18/2015				False	0
101-240-517-5150				Insurance - group life & AD&D	Life Insurance - August				
1177757	7/20/2015	605.91	0.00	08/18/2015				False	0
101-300-512-5150				Insurance - group life & AD&D	Life Insurance - August				
1177757	7/20/2015	17.76	0.00	08/18/2015				False	0
101-350-512-5150				Insurance - group life & AD&D	Life Insurance - August				
1177757	7/20/2015	80.05	0.00	08/18/2015				False	0
101-400-511-5150				Insurance - group life & AD&D	Life Insurance - August				
1177757	7/20/2015	36.66	0.00	08/18/2015				False	0
101-410-511-5150				Insurance - group life & AD&D	Life Insurance - August				
1177757	7/20/2015	97.22	0.00	08/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-440-513-5150 Insurance - group life & AD&D				Life Insurance - August					
1177757	7/20/2015	59.29	0.00	08/18/2015				False	0
205-430-515-5150 Insurance - group life & AD&D				Life Insurance - August					
1177757	7/20/2015	98.21	0.00	08/18/2015				False	0
205-500-515-5150 Insurance - group life & AD&D				Life Insurance - August					
1177757	7/20/2015	97.04	0.00	08/18/2015				False	0
660-620-519-5150 Insurance - group life & AD&D				Life Insurance - August					
	1177757 Total:	1,434.58							
	Madison National Life Tot	1,434.58							
Marsicano, Linda									
MARSICAN									
072915	7/29/2015	542.00	0.00	08/18/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes					
	072915 Total:	542.00							
	Marsicano, Linda Total:	542.00							
Metropolitan Mayor Caucus									
METROMAY									
2015-148	6/30/2015	566.55	0.00	08/18/2015				False	0
101-100-511-5540 Intergovernmental fees & dues				2014-2015 Dues					
	2015-148 Total:	566.55							
	Metropolitan Mayor Caucu	566.55							
North Suburban Employee Benefit									
NSEBENEF									
Aug-15	7/9/2015	10,039.25	0.00	08/18/2015				False	0
102-000-210-2028 Dental insurance premium with				Dental bill - August 2015					
	Aug-15 Total:	10,039.25							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	North Suburban Employee	10,039.25							
O'Connor, Timothy OCONNOR									
073015	7/30/2015	1,824.00	0.00	08/18/2015				False	0
101-300-512-5065	Tuition reimbursement			Educational assistance for two courses					
	073015 Total:	1,824.00							
	O'Connor, Timothy Total:	1,824.00							
Panigirakis, Helena PANIGIRA									
P3705956	8/5/2015	30.00	0.00	08/18/2015				False	0
101-000-410-4540	Parking ticket fines			Refund overpayment on parking ticket					
	P3705956 Total:	30.00							
	Panigirakis, Helena Total:	30.00							
Partalis, Aphrodite PARTALIS									
073015	7/30/2015	194.90	0.00	08/18/2015				False	0
205-000-210-2430	Parks and Recs Control Deposi			Refund - Classes					
	073015 Total:	194.90							
	Partalis, Aphrodite Total:	194.90							
Quill QUILL									
6129697	7/22/2015	153.95	0.00	08/18/2015				False	0
101-210-511-5700	Office supplies			Office supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	6129697 Total:	153.95							
	Quill Total:	153.95							
Ramos, Michelle RAMOSMIC 072915	7/29/2015	674.30	0.00	08/18/2015				False	0
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes					
	072915 Total:	674.30							
	Ramos, Michelle Total:	674.30							
Raypole, Travis RAYPOLE 072915	7/29/2015	934.10	0.00	08/18/2015				False	0
101-300-512-5065 Tuition reimbursement				Educational assistance for one course					
	072915 Total:	934.10							
	Raypole, Travis Total:	934.10							
Sam's Club SAMSCL 3574	7/23/2015	29.92	0.00	08/18/2015				False	0
101-300-512-5730 Program supplies				Water & kleenex					
	3574 Total:	29.92							
	Sam's Club Total:	29.92							
Secretary of State - Veh. Serv. SEC-VEH SOSMP5075	7/30/2015	95.00	0.00	08/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
101-300-512-5599 Other contractual					Title Transfer - 2015 Ford Explorer MP 5075				
	SOSMP5075 Total:	95.00							
	Secretary of State -Veh. Se	95.00							
Secretary of State/Dept of Police SECDEPT SOSL239431	6/10/2015	101.00	0.00	08/18/2015				False	0
101-300-512-5599 Other contractual					License plate renewal - Honda CRV				
	SOSL239431 Total:	101.00							
	Secretary of State/Dept of P	101.00							
Silberman, Renee SILBERMA 150243	5/28/2015	1,000.00	0.00	08/18/2015				False	0
101-000-210-2620 Contractor bonds payable					Refund - driveway deposit				
	150243 Total:	1,000.00							
	Silberman, Renee Total:	1,000.00							
Sunburst Sportswear Inc SUNBURST 114522	7/29/2015	361.56	0.00	08/18/2015				False	0
205-520-515-5799 Other materials & supplies					Club Kid staff uniforms				
	114522 Total:	361.56							
	Sunburst Sportswear Inc To	361.56							
Warehouse Direct WAREHOUS									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2752420-0	7/10/2015	16.10	0.00	08/18/2015				False	0
101-350-512-5700				Office supplies					
	2752420-0 Total:	16.10							
2752506-0	7/10/2015	251.47	0.00	08/18/2015				False	0
101-210-511-5700				Office supplies					
	2752506-0 Total:	251.47							
2758468-0	7/16/2015	38.13	0.00	08/18/2015				False	0
101-400-511-5700				Office supplies					
	2758468-0 Total:	38.13							
2758544-0	7/16/2015	484.72	0.00	08/18/2015				False	0
101-210-511-5700				Office supplies					
	2758544-0 Total:	484.72							
2765055-0	7/23/2015	61.58	0.00	08/18/2015				False	0
101-350-512-5700				Office supplies					
	2765055-0 Total:	61.58							
2765057-0	7/23/2015	198.12	0.00	08/18/2015				False	0
101-350-512-5700				Office supplies					
	2765057-0 Total:	198.12							
2765787-0	7/23/2015	84.01	0.00	08/18/2015				False	0
101-300-512-5730				Program supplies					
	2765787-0 Total:	84.01							
	Warehouse Direct Total:	1,134.13							
West Payment Center WESTPAY 832176567	7/4/2015	524.94	0.00	08/18/2015				False	0
101-300-512-5620				Books & publications					
				Search & Seizure Bulletin					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	832176567 Total:	524.94							
	West Payment Center Total	524.94							
White Eagle Banquets WHITEEAG E24565	7/29/2015	300.00	0.00	08/18/2015				False	0
	205-570-515-5270 Purchased program services			Deposit for Social Club holiday party					
	E24565 Total:	300.00							
	White Eagle Banquets Tota	300.00							
Woodward Printing Services WOODWARD 38580	7/23/2015	2,495.00	0.00	08/18/2015				False	0
	205-500-515-5720 Postage			Printing, Freight - Fall Brochure					
	38580 Total:	2,495.00							
	Woodward Printing Service	2,495.00							
	Report Total:	84,098.58							

Accounts Payable

To Be Paid Proof List

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 Batch: 00105.08.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
American First Aid Services									
AFAS INC									
26092	8/4/2015	40.50	0.00	08/18/2015				False	0
101-200-511-5599 Other contractual					First aid box for Village Hall				
26092 Total:		40.50							
26096	8/4/2015	65.90	0.00	08/18/2015				False	0
101-400-511-5730 Program supplies					First Aid refills				
26096 Total:		65.90							
26097	8/4/2015	19.00	0.00	08/18/2015				False	0
101-350-512-5660 EMS supplies					First aid kit supplies				
26097	8/4/2015	19.00	0.00	08/18/2015				False	0
101-220-512-5799 Other materials & supplies					First aid kit supplies				
26097 Total:		38.00							
American First Aid Service		144.40							
Anderson Lock									
ANDERSON									
882697	7/24/2015	69.00	0.00	08/18/2015				False	0
101-420-511-5730 Program supplies					Keys made for Public Works				
882697 Total:		69.00							
Anderson Lock Total:		69.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Aqua Pure Enterprises, Inc.									
AQUA									
98106	7/13/2015	279.00	0.00	08/18/2015				False	0
101-400-511-5590 Training				Training for Public Works					
	98106 Total:	279.00							
	Aqua Pure Enterprises, Inc	279.00							
Arrow Road Construction Co									
ARROWROA									
53043MB	7/20/2015	227.94	0.00	08/18/2015				False	0
213-000-561-5340 Engineering				UPM Cold patch material for patching					
	53043MB Total:	227.94							
	Arrow Road Construction C	227.94							
ARRP Trucking & Hauling Inc									
ARRP									
7738	7/28/2015	2,056.00	0.00	08/18/2015				False	0
660-620-519-5599 Other contractual				8 loads dirt hauled out					
	7738 Total:	2,056.00							
	ARRP Trucking & Hauling	2,056.00							
Back Flow Solutions Inc									
BFSINC									
2687	8/1/2015	688.60	0.00	08/18/2015				False	0
660-620-519-5399 Other professional services				Program management fee for backflow - August					
	2687 Total:	688.60							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Back Flow Solutions Inc T	688.60							
Batteries Plus #890									
BATT									
890-240367	7/9/2015	9.96	0.00	08/18/2015				False	0
101-410-511-5745	Small tools			Flashlight for shop					
	890-240367 Total:	9.96							
	Batteries Plus #890 Total:	9.96							
Canon Solutions America, Inc									
CANONSOL									
988511496	8/4/2015	226.58	0.00	08/18/2015				False	0
101-210-511-5440	R&M - office equipment			Maintenance for plotter - August					
	988511496 Total:	226.58							
	Canon Solutions America,	226.58							
Dell Marketing, L.P									
DELLMARK									
XJPP3N7T7	6/25/2015	675.29	0.00	08/18/2015				False	0
101-000-210-2650	Contractor Permits Payable			PC replacement program desktops					
XJPP3N7T7	6/25/2015	1,350.58	0.00	08/18/2015				False	0
660-620-519-5320	Consulting			PC replacement program desktops					
XJPP3N7T7	6/25/2015	675.29	0.00	08/18/2015				False	0
101-250-511-5640	Computer supplies			PC replacement program desktops					
	XJPP3N7T7 Total:	2,701.16							
	Dell Marketing, L.P Total:	2,701.16							
Duntemann, Mark									
DUNTEMAN									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2015-32	8/7/2015	4,755.00	0.00	08/18/2015				False	0
101-400-511-5039 Other contract labor				Service request, nuisance tree removal permits					
	2015-32 Total:	4,755.00							
	Duntemann, Mark Total:	4,755.00							
EJ Equipment									
EJ EQUIP									
69144	6/3/2015	219.96	0.00	08/18/2015				False	0
101-440-513-5730 Program supplies				Gas cylinders for calibrate gas meters					
	69144 Total:	219.96							
69147	6/1/2015	422.54	0.00	08/18/2015				False	0
660-620-519-5730 Program supplies				Hose leader for Water Dept					
	69147 Total:	422.54							
69675	7/17/2015	125.88	0.00	08/18/2015				False	0
660-620-519-5745 Small tools				Sensors for gas meters					
	69675 Total:	125.88							
	EJ Equipment Total:	768.38							
Fastenal									
FASTENAL									
ILNIL45912	6/5/2015	141.75	0.00	08/18/2015				False	0
101-410-511-5730 Program supplies				Fusion plug for Shop					
	ILNIL45912 Total:	141.75							
	Fastenal Total:	141.75							

FSCI Corporate Office
FSCI

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2015-828	7/6/2015	222.00	0.00	08/18/2015				False	0
101-240-517-5399	Other professional services			3333 W Touhy - standpipe					
	2015-828 Total:	222.00							
	FSCI Corporate Office Tot	222.00							
G & O Thermal Supply Company									
G&OTHERM									
974056	7/22/2015	882.51	0.00	08/18/2015				False	0
101-420-511-5405	R&M - buildings			Circulator pump for PD					
	974056 Total:	882.51							
	G & O Thermal Supply Co	882.51							
Gelfund, Don									
GELFUND									
15-7403	7/16/2015	100.00	0.00	08/18/2015				False	0
101-400-511-5210	Animal control			Reimbursement - 50/50 animal control					
	15-7403 Total:	100.00							
	Gelfund, Don Total:	100.00							
Gewalt Hamilton Associates Inc									
GEWALT									
4700.901-1	7/16/2015	1,118.00	0.00	08/18/2015				False	0
101-290-511-5942	PW Building Engineer Costs			Traffic study - Psisteria					
	4700.901-1 Total:	1,118.00							
	Gewalt Hamilton Associate	1,118.00							

Grainger

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
GRAINGER 9795377895	7/20/2015	541.38	0.00	08/18/2015				False	0
205-430-515-5730 Program supplies				Light bulbs for Proesel Park					
	9795377895 Total:	541.38							
9796507441	7/21/2015	794.72	0.00	08/18/2015				False	0
205-430-515-5730 Program supplies				Light bulbs for Proesel Park					
	9796507441 Total:	794.72							
	Grainger Total:	1,336.10							
Great Lakes Coca Cola Distribution GREATLAC 739201129	8/5/2015	207.60	0.00	08/18/2015				False	0
101-210-511-5700 Office supplies				Pop for Village Hall pop machine					
	739201129 Total:	207.60							
	Great Lakes Coca Cola Dis	207.60							
Illinois Department of Revenue ILDEPREV July15	8/7/2015	2,452.00	0.00	08/18/2015				False	0
205-563-410-4486 Entrees				July sales tax - Concessions					
	July15 Total:	2,452.00							
	Illinois Department of Rev	2,452.00							
Kardaras, Damien KARDARDA 072815	7/28/2015	2,000.00	0.00	08/18/2015				False	0
460-000-561-6350 Sewer Fund				Sewer reimbursement program					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	072815 Total:	2,000.00							
	Kardaras, Damien Total:	2,000.00							
Landscape Concepts Management									
LANDSCAP									
92755	8/1/2015	2,835.00	0.00	08/18/2015				False	0
				205-430-515-5250 Contract Maintenance	Landscaping maintenance - Centennial				
	92755 Total:	2,835.00							
	Landscape Concepts Mana	2,835.00							
Lowe's Business Acc/GECE									
LOWES									
07803	8/1/2015	90.18	0.00	08/18/2015				False	0
				101-350-512-5799 Other materials & supplies	Paint and paint supplies				
	07803 Total:	90.18							
16069	7/21/2015	-24.20	0.00	08/18/2015				False	0
				101-440-513-5480 R&M - vehicles	Return				
	16069 Total:	-24.20							
2321	7/24/2015	178.76	0.00	08/18/2015				False	0
				660-620-519-5730 Program supplies	Saw blade, long tape for Water Dept				
	2321 Total:	178.76							
2581	7/17/2015	63.33	0.00	08/18/2015				False	0
				101-440-513-5290 Street lights & traffic signal	Circuit breaker, leather gloves for street lights				
	2581 Total:	63.33							
2873	7/20/2015	36.53	0.00	08/18/2015				False	0
				101-440-513-5480 R&M - vehicles	Utility Blades, wrench for Sweeper #2				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	2873 Total:	36.53							
2944	7/21/2015	-50.60	0.00	08/18/2015				False	0
	101-440-513-5290 Street lights & traffic signal			Return					
	2944 Total:	-50.60							
2948	7/21/2015	199.41	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings			Wire connectors, power cord for Village Hall					
	2948 Total:	199.41							
2952	7/21/2015	8.94	0.00	08/18/2015				False	0
	101-440-513-5480 R&M - vehicles			Socket, key for Sweeper #2					
	2952 Total:	8.94							
	Lowe's Business Acc/GEC	502.35							
M.A.T.I.S Parts									
MATIS									
1744	5/7/2015	64.98	0.00	08/18/2015				False	0
	101-350-512-5675 Lubricants & fluids			Zip ties, wiper blades, radiator flush					
1744	5/7/2015	338.51	0.00	08/18/2015				False	0
	101-350-512-5799 Other materials & supplies			Zip ties, wiper blades, radiator flush					
	1744 Total:	403.49							
1780	5/16/2015	725.00	0.00	08/18/2015				False	0
	101-350-512-5480 R&M - vehicles			Ambulance seat repairs					
	1780 Total:	725.00							
1786	6/14/2015	425.00	0.00	08/18/2015				False	0
	101-350-512-5480 R&M - vehicles			Motor oil, freon, zip ties, wiper blades					
1786	6/14/2015	33.80	0.00	08/18/2015				False	0
	101-350-512-5675 Lubricants & fluids			Motor oil, freon, zip ties, wiper blades					
1786	6/14/2015	475.78	0.00	08/18/2015				False	0
	101-350-512-5799 Other materials & supplies			Motor oil, freon, zip ties, wiper blades					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	1786 Total:	934.58							
1805	7/28/2015	267.60	0.00	08/18/2015				False	0
101-350-512-5740	Repair parts				Hydraulic filter, brake cleaner				
1805	7/28/2015	83.43	0.00	08/18/2015				False	0
101-350-512-5799	Other materials & supplies				Hydraulic filter, brake cleaner				
	1805 Total:	351.03							
	M.A.T.I.S Parts Total:	2,414.10							
Malnati Organization									
MALNATI									
Order107	8/3/2015	88.50	0.00	08/18/2015				False	0
101-400-511-5730	Program supplies				Lunch for Workers - Storm cleanup				
	Order107 Total:	88.50							
	Malnati Organization Total	88.50							
Marc Printing									
MARCP									
Cycle2 & 4	8/7/2015	507.64	0.00	08/18/2015				False	0
660-610-519-5720	Postage				Postage/Water Bills Cycle 2 & Cycle 4				
	Cycle2 & 4 Total:	507.64							
	Marc Printing Total:	507.64							
Menini Cartage Inc									
MENICRT									
45267	7/29/2015	1,397.58	0.00	08/18/2015				False	0
660-620-519-5760	Street materials - Aggregate				Gravel to fill trenches due to water main break				
	45267 Total:	1,397.58							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Menini Cartage Inc Total:	1,397.58							
MGP, Inc. MGPINC									
2642	7/31/2015	891.20	0.00	08/18/2015				False	0
101-250-511-5599	Other contractual			GISC Staffing - July					
2642	7/31/2015	891.21	0.00	08/18/2015				False	0
101-000-210-2650	Contractor Permits Payable			GISC Staffing - July					
2642	7/31/2015	1,782.42	0.00	08/18/2015				False	0
660-620-519-5599	Other contractual			GISC Staffing - July					
	2642 Total:	3,564.83							
	MGP, Inc. Total:	3,564.83							
Midwest Industrial Lighting MIDWESTL									
107947	7/23/2015	614.50	0.00	08/18/2015				False	0
101-420-511-5405	R&M - buildings			Light bulbs for Village Buildings					
	107947 Total:	614.50							
	Midwest Industrial Lightin	614.50							
Midwest Meter Inc MIDWESTM									
0068513-in	7/17/2015	2,613.50	0.00	08/18/2015				False	0
660-620-519-5796	Water system repair parts			Meters flat reed					
	0068513-in Total:	2,613.50							
	Midwest Meter Inc Total:	2,613.50							

NAPA
NAPA

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
172239	7/6/2015	106.90	0.00	08/18/2015				False	0
101-440-513-5590 Training				Heater hose for Sweeper #2					
	172239 Total:	106.90							
175930	7/28/2015	98.12	0.00	08/18/2015				False	0
101-440-513-5590 Training				Belt tensioner for Truck#1					
	175930 Total:	98.12							
	NAPA Total:	205.02							
New Pig Corporation									
NEWPIG									
21715401-00	7/23/2015	203.29	0.00	08/18/2015				False	0
101-410-511-5730 Program supplies				Rags and bags for shop					
	21715401-00 Total:	203.29							
	New Pig Corporation Total	203.29							
North Suburban									
NORTHSUB									
473-63784	7/23/2015	16.06	0.00	08/18/2015				False	0
101-440-513-5480 R&M - vehicles				Side view mirror for Truck #25					
	473-63784 Total:	16.06							
	North Suburban Total:	16.06							
North Suburban Employee Benefit									
NSEBENEF									
Jul-15	8/5/2015	70,220.00	0.00	08/18/2015				False	0
102-000-210-2027 Health insurance premium with				Employee Health Insurance - July 15					
	Jul-15 Total:	70,220.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	North Suburban Employee	70,220.00							
O'Leary's Contractor Equip									
OLEARYS									
148257	7/21/2015	994.00	0.00	08/18/2015				False	0
101-440-513-5745	Small tools			Concrete blades, measurement wheels for small tools					
148257 Total:		994.00							
O'Leary's Contractor Equip		994.00							
Orange Crush LLC									
ORANGCRH									
487889	7/22/2015	801.81	0.00	08/18/2015				False	0
213-000-561-5490	R&M Road Repairs			Mod surface					
487889 Total:		801.81							
488101	7/24/2015	707.41	0.00	08/18/2015				False	0
213-000-561-5490	R&M Road Repairs			Mod surface					
488101 Total:		707.41							
488166	7/24/2015	702.10	0.00	08/18/2015				False	0
213-000-561-5490	R&M Road Repairs			Mod surface					
488166 Total:		702.10							
488383	7/27/2015	405.00	0.00	08/18/2015				False	0
213-000-561-5490	R&M Road Repairs			Mod surface					
488383 Total:		405.00							
488558	7/28/2015	602.39	0.00	08/18/2015				False	0
213-000-561-5490	R&M Road Repairs			Mod surface					
488558 Total:		602.39							
488668	7/29/2015	420.08	0.00	08/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
213-000-561-5490 R&M Road Repairs				Mod surface					
488668 Total:		420.08							
488888	7/31/2015	1,000.64	0.00	08/18/2015				False	0
213-000-561-5490 R&M Road Repairs				Mod surface					
488888 Total:		1,000.64							
488991	7/31/2015	651.36	0.00	08/18/2015				False	0
213-000-561-5490 R&M Road Repairs				Mod surface					
488991 Total:		651.36							
489125	7/31/2015	456.07	0.00	08/18/2015				False	0
213-000-561-5490 R&M Road Repairs				Mod surface					
489125 Total:		456.07							
Orange Crush LLC Total:		5,746.86							
PPG Architectural Finishes									
PPGAR									
944402066084	7/14/2015	669.70	0.00	08/18/2015				False	0
101-440-513-5730 Program supplies				Paint, glass beads for street					
944402066084 Total:		669.70							
944402066286	7/17/2015	836.14	0.00	08/18/2015				False	0
101-440-513-5730 Program supplies				Paint for street					
944402066286 Total:		836.14							
PPG Architectural Finishes		1,505.84							
Promos 911									
PROMOS91									
5314	7/31/2015	216.40	0.00	08/18/2015				False	0
101-350-512-5730 Program supplies				Jr. Fire Activity books					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	5314 Total:	216.40							
	Promos 911 Total:	216.40							
Royf, Alex ROYFAL 15-7404	7/20/2015	72.50	0.00	08/18/2015				False	0
101-400-511-5210 Animal control				50/50 animal reimbursement					
	15-7404 Total:	72.50							
	Royf, Alex Total:	72.50							
Russo Power Equipment RUSSO 2545200	7/9/2015	137.36	0.00	08/18/2015				False	0
205-430-515-5480 R&M - vehicles				Bearing for riding mower #2					
	2545200 Total:	137.36							
2572129	7/23/2015	606.48	0.00	08/18/2015				False	0
205-430-515-5480 R&M - vehicles				Pulley, spindle, belt riding mower #1					
	2572129 Total:	606.48							
2573444	7/24/2015	28.19	0.00	08/18/2015				False	0
205-430-515-5480 R&M - vehicles				Pulley riding mower #1					
	2573444 Total:	28.19							
	Russo Power Equipment T	772.03							
Sprayer Specialties, Inc. SPRAYER 0941123-IN	7/15/2015	344.87	0.00	08/18/2015				False	0
101-440-513-5480 R&M - vehicles				Pump for street sweeper					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	0941123-IN Total:	344.87							
	Sprayer Specialties, Inc. To	344.87							
Standard Equipment Company									
STANDARD									
C02903	5/26/2015	307.41	0.00	08/18/2015				False	0
	101-440-513-5480 R&M - vehicles			Sockets for Sweeper #2					
	C02903 Total:	307.41							
	Standard Equipment Comp	307.41							
Standard Pipe and Supply, Inc.									
STANDPIP									
429715	7/16/2015	218.16	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings			Plumbing supplies for FD tanks					
	429715 Total:	218.16							
429765	7/17/2015	28.08	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings			Valves, unions for FD tanks					
	429765 Total:	28.08							
429766	7/17/2015	223.62	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings			Sump pump for PD basement					
	429766 Total:	223.62							
	Standard Pipe and Supply,	469.86							
Superior Industrial Supply Company									
SUPERIO									
83310	7/20/2015	85.00	0.00	08/18/2015				False	0
	101-420-511-5405 R&M - buildings			Soap for shop					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	83310 Total:	85.00							
	Superior Industrial Supply	85.00							
T.P.I. Building Code Consultants, Inc.									
TPI									
2015-07	7/31/2015	3,480.50	0.00	08/18/2015				False	0
	101-240-517-5399 Other professional services				Plan Review - July 2015				
2015-07	7/31/2015	11,481.00	0.00	08/18/2015				False	0
	101-240-517-5399 Other professional services				In House				
	2015-07 Total:	14,961.50							
	T.P.I. Building Code Cons	14,961.50							
Thompson Elevator Inspection Service, Inc.									
THOMPSO									
15-2634	7/27/2015	722.00	0.00	08/18/2015				False	0
	101-240-517-5399 Other professional services				19 semi annual elevator inspections				
	15-2634 Total:	722.00							
15-2635	7/27/2015	100.00	0.00	08/18/2015				False	0
	101-240-517-5399 Other professional services				1 R&R mod elevator plan review				
	15-2635 Total:	100.00							
15-2753	8/3/2015	456.00	0.00	08/18/2015				False	0
	101-240-517-5399 Other professional services				12 semi-annual elevator inspections				
	15-2753 Total:	456.00							
	Thompson Elevator Inspec	1,278.00							
Tru Link Fence									
TRULNKM									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
38496	7/15/2015	1,942.00	0.00	08/18/2015				False	0
205-430-515-5730 Program supplies				130ft chain linked fence for Parks					
	38496 Total:	1,942.00							
	Tru Link Fence Total:	1,942.00							
Westmont Auto Parts									
WESTMONT									
8976	7/13/2015	209.07	0.00	08/18/2015				False	0
101-300-512-5480 R&M - vehicles				Cooling fan for Squad #215					
	8976 Total:	209.07							
8977	7/13/2015	107.52	0.00	08/18/2015				False	0
101-300-512-5480 R&M - vehicles				Air filter for Squad #210					
	8977 Total:	107.52							
	Westmont Auto Parts Total	316.59							
Work' N Gear, LLC									
WRKNGEAR									
HA45515	6/10/2015	194.00	0.00	08/18/2015				False	0
101-440-513-5070 Uniform allowance				Clothing allowance					
	HA45515 Total:	194.00							
	Work' N Gear, LLC Total:	194.00							
	Report Total:	134,775.21							

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
 Printed: 08/10/2015 - 4:07PM
 Batch: 00106.08.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
CDW Government									
CDWGOV									
WX05875	7/23/2015	230.00	0.00	08/18/2015				False	0
101-250-511-5340 Maintenance Agreement Expen				Adobe licenses					
WX05875 Total:		230.00							
CDW Government Total:		230.00							
City of Chicago Dept of Water									
CTYOFCHI									
430883-430883	8/11/2015	100,504.48	0.00	08/18/2015				False	0
660-620-519-5790 Water purchases				Water - 6/11/15-7/14/15					
430883-430883 Total:		100,504.48							
430884-430884	8/11/2015	87,756.04	0.00	08/18/2015				False	0
660-620-519-5790 Water purchases				Water - 6/11/15-7/14/15					
430884-430884 Total:		87,756.04							
City of Chicago Dept of W		188,260.52							
Classic Design Awards									
CLASSICD									
150936	8/6/2015	44.20	0.00	08/18/2015				False	0
101-200-511-5799 Other materials & supplies				Name plates					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	150936 Total:	44.20							
	Classic Design Awards Tot	44.20							
Enache, Sofie ENACHE 080715	8/7/2015	28.00	0.00	08/18/2015				False	0
	205-000-210-2430 Parks and Recs Control Deposi			Refund - Classes					
	080715 Total:	28.00							
	Enache, Sofie Total:	28.00							
Greco, Donna GRECODON 080715	8/7/2015	28.00	0.00	08/18/2015				False	0
	205-000-210-2430 Parks and Recs Control Deposi			Refund - Classes					
	080715 Total:	28.00							
	Greco, Donna Total:	28.00							
Hall's Rental Services Inc HALLSRE 865506	7/7/2015	161.87	0.00	08/18/2015				False	0
	101-000-210-2649 Other deposits payable			Chair rental for annual concert					
	865506 Total:	161.87							
	Hall's Rental Services Inc T	161.87							
Klodd, Anne KLODDA 080715	8/7/2015	28.00	0.00	08/18/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes					
080715 Total:		28.00							
Klodd, Anne Total:		28.00							
Original Watermen ORIGINAL									
33173	5/20/2015	1,463.15	0.00	08/18/2015				False	0
205-560-515-5730 Program supplies				Lifeguard swim suits					
33173 Total:		1,463.15							
34866	7/30/2015	438.85	0.00	08/18/2015				False	0
205-560-515-5730 Program supplies				Lifeguard swim suits					
34866 Total:		438.85							
Original Watermen Total:		1,902.00							
U.S. FoodService, Inc. USFOODSE									
1737839	8/5/2015	347.93	0.00	08/18/2015				False	0
205-563-515-5645 Concessions & food				Food for concession stand					
1737839 Total:		347.93							
U.S. FoodService, Inc. Tot		347.93							
Verizon Wireless VERIZON									
9749116749	7/16/2015	1,308.79	0.00	08/18/2015				False	0
101-210-511-5580 Telephone				Cell phones - Jun 17 thru Jul 16					
9749116749	7/16/2015	71.92	0.00	08/18/2015				False	0
205-508-515-5580 Telephone				Cell phones - Jun 17 thru Jul 16					
9749116749	7/16/2015	7.51	0.00	08/18/2015				False	0
205-520-515-5580 Telephone				Cell phones - Jun 17 thru Jul 16					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
9749116749	7/16/2015	162.93	0.00	08/18/2015				False	0
205-530-515-5580 Telephone				Cell phones - Jun 17 thru Jul 16					
9749116749	7/16/2015	10.44	0.00	08/18/2015				False	0
205-560-515-5580 Telephone				Cell phones - Jun 17 thru Jul 16					
9749116749	7/16/2015	0.26	0.00	08/18/2015				False	0
205-550-515-5270 Purchased program services				Cell phones - Jun 17 thru Jul 16					
9749116749	7/16/2015	127.20	0.00	08/18/2015				False	0
101-000-210-2650 Contractor Permits Payable				Cell phones - Jun 17 thru Jul 16					
9749116749	7/16/2015	437.15	0.00	08/18/2015				False	0
660-610-519-5580 Telephone				Cell phones - Jun 17 thru Jul 16					
9749116749	7/16/2015	656.45	0.00	08/18/2015				False	0
101-250-511-5580 Telephone				Cell phones - Jun 17 thru Jul 16					
	9749116749 Total:	<u>2,782.65</u>							
	Verizon Wireless Total:	<u>2,782.65</u>							
	Report Total:	<u><u>193,813.17</u></u>							



Proclamation

WHEREAS, nearly 1 in 5 residents of the United States have a disability; and

WHEREAS, the population of people with disabilities is increasing among all age groups; and

WHEREAS, people with disabilities are more likely to be disadvantaged socially, vocationally, economically, and educationally; and

WHEREAS, the American with Disabilities Act was signed into law on July 26, 1990 by President George H.W. Bush; and

WHEREAS, it is appropriate to pause and celebrate/recognize the Americans with Disabilities Act as a wide ranging and landmark piece of civil rights legislation that prohibits discrimination based on disability; and

WHEREAS, in enacting the Americans with Disabilities Act (ADA), Congress recognized that persons with disabilities have a history of being subjected to unequal treatment and that the nation's goal regarding individuals with disabilities are to assure equality of opportunity, full participation, independent living, and economic self sufficiency; and

WHEREAS, the ADA has expanded opportunities for Americans with disabilities by reducing barriers and changing perceptions, and increasing full inclusion in community life; and

WHEREAS, despite the great strides that people with disabilities have made as a result of the Americans with Disabilities Act, barriers remain; and

WHEREAS, the goals of ADA 25 are to foster public recognition that disability is a natural part of the human experience and expand opportunities for people with disabilities to participate fully in civic, social and economic life of the nation, our state and our community.

NOW, THEREFORE, BE IT RESOLVED that I, Gerald C. Turry, President of the Village of Lincolnwood along with the Village Board of Trustees that the most effective way in which to celebrate this milestone 25-year anniversary of the Americans with Disability Act is to reaffirm our opposition to discrimination based on disability and to strive to promote full implementation of the Americans with Disabilities Act; and

BE IT FURTHER RESOLVED THAT we encourage the reduction of stigma and discrimination against people with disabilities through education and training, and

BE IT FURTHER RESOLVED THAT we support the pursuit of programs to ensure that the spirit and founding provisions of the Americans with Disabilities Act are maintained, implemented, and enforced; and

There is no higher calling than to recognize the dignity and worth of all people.

DATED this 18th day of August, 2015

ATTEST:

Beryl Herman
Village Clerk

Gerald C. Turry
Village President

Request for Board Action

REFERRED TO BOARD: August 18, 2015

AGENDA ITEM NO: 1

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Approving a Non-Exclusive License Agreement with Vasile and Ramona Bucsa for Use of a Portion of the M. Lester Flowers Park

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Ramona Bucsa (resident) of 4530 West Pratt Avenue had a driveway with a column of brick pavers which, up until June of 2015, overlapped onto M. Lester Flowers Park. The driveway extended north from Pratt Avenue to the garage located at the rear of the property. The driveway narrowed to approximately seven feet between the house and the property line which was considerably narrow for a car to fit through. Although the Village has no records of these pavers being approved to be used on park property, presumably a previous homeowner installed these pavers so that the grass would not be worn as cars back in and out of the garage. According to the resident's plat of survey and aerial photography dating back to 2003, this overlap had existed for over a decade.

In May of 2015, the resident applied for a Permit to reconstruct the driveway. The resident was issued a Driveway Permit with the restriction to pave only the portion of the driveway that exists on the resident's property. Instead, the resident's contractor excavated the entire driveway, including the brick pavers on park property.

Upon a routine building inspection, the Village's Building Inspector identified that that the excavation was performed improperly and did not approve the inspection. The resident was informed that their contractor had improperly done work on Village property. In June of 2015, the resident and staff worked together to develop an equitable solution.

On June 22, 2015 staff observed the resident's contractor finishing construction on a new concrete driveway that overlapped onto the park property. On June 24 a Building Inspector issued a citation to the resident for performing work on park property and work without prior authorization.

It is recommended that the Village enter into a License Agreement with the resident. A License Agreement will allow the Village to retain control of the property, require the resident to maintain the property, and allow the Village to at any time use the property for some other purpose. The resident has since agreed to the License Agreement and a fee in the amount of \$5,500. This fee reimburses the Village for legal and engineering expenses incurred and includes a \$1,000 penalty for work that was done without a permit.

FINANCIAL IMPACT:

A fee in the amount of \$5,500 will be received from the resident.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed License Agreement

RECOMMENDED MOTION:

Move to approve a Resolution approving a non-exclusive License Agreement with Vasile and Ramona Bucsa for use of a portion of the M. Lester Flowers Park.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-_____

**A RESOLUTION APPROVING A NON-EXCLUSIVE
LICENSE AGREEMENT WITH VASILE AND RAMONA BUCSA
FOR USE OF A PORTION OF THE M. LESTER FLOWERS PARK**

WHEREAS, Vasile and Ramona Bucsa (collectively, the “*Licensees*”) own the property commonly known as 4530 West Pratt Avenue in the Village (“*Property*”); and

WHEREAS, the Property is adjacent to the M. Lester Flowers Park (“*Park*”), which Park is owned by, and under the jurisdiction of, the Village; and

WHEREAS, the Licensees have constructed a driveway located in part upon the Property and in part upon the Park property; and

WHEREAS, the Village and the Licensee desire to enter into an agreement for the provision of a license to the Licensees to maintain the driveway in part upon the Park property (“*License Agreement*”); and

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

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

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

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

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the License Agreement upon receipt by the Village Clerk of at least one original copy of the License Agreement executed by the Licensees; provided, however, that if the executed copy of the License Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2015.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2015

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

EXHIBIT A
LICENSE AGREEMENT

THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:

Steven M. Elrod, Esq.
HOLLAND & KNIGHT LLP
131 South Dearborn St.
30th Floor
Chicago, IL 60603

This Space for Recorder's Use Only

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("*Agreement*") is entered into as of this ____ day of _____, 2015, ("*Effective Date*"), by the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("*Village*"), and **VASILE BUCSA** and **RAMONA BUCSA** (collectively, the "*Licensee*").

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

A. The Licensee is the owner of the property commonly known as 4530 West Pratt Avenue, Lincolnwood, Illinois, and legally described in **Exhibit A** to this Agreement ("*Property*").

B. The Property is adjacent to the M. Lester Flowers Park ("*Park*"), which Park is located at 4520 Pratt Avenue, and is owned by, and under the jurisdiction of, the Village.

C. The only means of vehicular ingress and egress between the Property and the Pratt Avenue right-of-way is a driveway that is located in part upon the Property, and encroaches in part upon the Park ("*Original Driveway*").

D. On _____, 2015, the Licensee submitted an application to the Village for a building permit to replace the Original Driveway with a new driveway ("*Replacement Driveway*").

E. On _____, 2015, the Village issued a building permit to the Licensee to replace the Original Driveway and install the Replacement Driveway, which building permit expressly: (i) permitted the Licensee to construct the Replacement Driveway solely on the

Property; and (ii) prohibited the construction of any portion of the Replacement Driveway on the Park.

F. Despite the Village's express direction to the Licensee that no part of the Replacement Driveway could encroach into the Park, the Licensee constructed the Replacement Driveway in a manner that encroached into the Park by ___feet.

G. On June 24, 2015, the Village issued a citation ("**Citation**") to the Licensee for construction of the Replacement Driveway in violation of: (1) Sections R106.4 and R109.4 of the 2009 Edition of the International Residential Code for One- and Two-Family Dwellings, adopted by the Village pursuant to Section 14-3-2 of the Municipal Code of Lincolnwood, as amended ("**Village Code**"); and Sections 6-3-9(F) and 6-3-9(G) of the Village Code.

H. The Licensee and the Village desire to enter into this Agreement to: (1) provide a license for the permanent encroachment, and maintenance by the Licensee, of the Replacement Driveway into the Park; and (2) resolve and settle the Citation.

SECTION 2. GRANT OF LICENSE; LIMITATION OF INTEREST.

A. Grant of License. Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive revocable license, for the benefit of the Property, for the Licensee to use that portion of the Park currently occupied by the Replacement Driveway ("**Licensed Premises**"), which Licensed Premises are depicted in **Exhibit B** attached to this Agreement. The Licensed Premises may be used solely for the Replacement Driveway ("**Permitted Use**") pursuant to and in strict accordance with the terms and provisions of this Agreement ("**License**").

B. Limitation of Interest. Except for the License granted pursuant to this Agreement, the Licensee acknowledges and agrees that it does not have, and will not have, any legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Licensed Premises.

C. As-Is, Where-Is. The Licensee hereby accepts the Licensed Premises in its condition at the time of the execution of this Agreement, WHERE-IS and AS-IS, and subject to applicable requirements of law. The Licensee acknowledges and agrees that: (i) the Village has made no representation or warranty as to the suitability of the Licensed Premises for the Licensee's intended purposes; and (ii) the Village will have no responsibility to maintain the Licensed Premises in any particular condition or manner. The Licensee waives any implied warranty that the Licensed Premises is or will be suitable for the Licensee's intended purposes.

D. No Expansion of Permitted Use. The Licensee may not, without the prior written approval from the Village: (i) increase the intensity of the Permitted Use on the Licensed Premises; (ii) expand the Replacement Driveway or any related improvements on the Licensed Premises; (iii) replace any improvements on the Licensed Premises; or (iv) engage in any non-routine and customary maintenance activities on that portion of the Replacement Driveway located on the Licensed Premises.

SECTION 3. SETTLEMENT OF CITATION AND PAYMENT OF FINE, FEES, AND COSTS.

A. Payment of Citation. The Licensee acknowledges and agrees: (1) that Licensee is liable for the violations of the Village Code set forth in the Citation; and (2) at the next hearing date on the Citation, Licensee must (a) plead no contest to the Citation; and (b) agree to pay to the Village a \$1,000.00 fine, plus all customary costs.

B. Payment of License Fee. Not later than seven days after the Effective Date of this Agreement, the Licensee must pay to the Village a one-time license fee of \$4,500.00.

C. Failure to Pay. If Licensee does not fully make all payments required by this Section 3, then the Village will have the right to: (1) immediately terminate the License and this Agreement; and (2) place a lien on the Property for all such payments, in the manner provided by law. The rights and remedies provided in this Section 3.C are in addition to, and not in limitation of, any other rights and remedies otherwise available to the Village.

SECTION 4. MAINTENANCE OF LICENSED PREMISES.

A. Acknowledgement of Licensee's Obligations. The Licensee acknowledges and agrees that the Licensee, and not the Village, is solely responsible for the operation, maintenance, and condition of the Licensed Premises and any improvements thereon.

B. Maintenance in Safe Condition. The Licensee must keep the Licensed Premises and any improvements thereon at all times in a safe and proper condition and in a condition of good repair that does not pose a safety risk to any persons or property located adjacent to or near the Licensed Premises.

C. Compliance with Laws. The Licensee must use the Licensed Premises, and keep the Licensed Premises and any improvements thereon, in compliance at all times with all applicable federal, state and Village laws, statutes, codes, ordinances, resolutions, rules, and regulations, as the same have been or may be amended from time to time.

SECTION 5. RESERVATION OF RIGHTS.

A. Village Use of Licensed Premises. The Village hereby reserves the right to use the Licensed Premises in any manner that will not unreasonably prevent, impede, or interfere with the exercise by Licensee of the rights granted pursuant to this Agreement.

B. Non-Exclusive Use. The Village has the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises. The Village further reserves its right of full and normal access to the Licensed Premises for the maintenance thereof.

SECTION 6. LIENS.

The Licensee hereby represents and warrants that Licensee must take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands,

including without limitation mechanic's liens, in connection with any work performed by the Licensee or their agents on the Licensed Premises.

SECTION 7. LIABILITY AND INDEMNITY OF VILLAGE.

A. Indemnity. The Licensee agrees to indemnify, and hold the Village harmless from, all claims, causes of action, suits, damages, or demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with: (i) the acts or omissions of the Licensee or its authorized agents, servants, employees, or contractors in the performance of, or failure to perform maintenance on the Licensed Premises; (ii) the use of the Licensed Premises by the Licensee or its authorized agents, servants, employees, contractors, guests, and invitees; or (iii) this Agreement.

B. Waiver of Liability. The Licensee will, and does hereby, waive, release, and relinquish all claims of every kind, known and unknown, present and future, that the Licensee may have against the Village and its officers, agents, servants, and employees, arising out of, connected with or in any way related to the use of the Licensed Premises, or as a result of the condition, maintenance, and use of the Licensed Premises.

C. Assumption of Risk. The Licensee agrees to assume the full risk of any injuries, including death, and all costs, damages, and losses that licensee or its employees, agents, contractors, agents, servants, employees, contractors, guests, or invitees may sustain while on the Licensed Premises, or as a result of the condition, maintenance, or use of the Licensed Premises.

SECTION 8. TERMINATION AND RESTORATION.

A. Termination By Licensee. The Licensee may terminate the License and this Agreement, in Licensee's sole discretion, at any time and for any reason, by providing the Village 30 days prior written notice. Prior to terminating this Agreement, the Licensee must: (i) perform any maintenance on the Licensed Premises necessary to put the Licensed Premises in a safe and proper condition at the time the License and this Agreement terminates; and (ii) remove or correct any conditions that pose a danger to any individual or other property.

Termination by Village.

1. The Village may terminate the License and this Agreement, in its sole discretion, at any time and for any reason, by providing the Licensee with 30 days prior written notice.

2. Notwithstanding anything to the contrary in Section 8.B.1 of this Agreement, the Village may terminate the License and this Agreement at any time if the Licensee violates any provision of this Agreement, provided that prior to termination pursuant to this Section 8.B.2, the Village provides the Licensee 10 days to cure the violation.

3. Notwithstanding anything to the to the contrary in Sections 8.B.1 and 8.B.2 of this Agreement, the Village may immediately terminate the License and this Agreement upon written notice to the Licensee if: (i) the Licensed Premises or the use of the Licensed

Premises constitutes an immediate and significant risk to the well-being and safety of the Licensed Premises, any person, or any other property and the Licensee fails to immediately take action to remove such risk in a manner satisfactory to the Village Manager; (ii) ownership of the Licensed Premises is transferred by the Village to a third party; or (iii) the Licensee fails to make any payment required pursuant to Section 3 of this Agreement.

C. Restoration of Licensed Premises. The Village acknowledges and agrees that, upon termination of this Agreement, the Licensee will have no obligation to remove the Replacement Driveway from, or otherwise to restore, the Licensed Premises.

D. Survival of Obligations. All obligations of the Licensee pursuant to this Agreement that have not been fully performed as of the termination of this Agreement will survive such termination, including, without limitation, the liability and indemnity obligations set forth in Section 7 of this Agreement.

SECTION 9. ENFORCEMENT.

A. Enforcement. The Village and the Licensee may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Licensee agrees that Licensee will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the Village or any Village elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. Prevailing Party. In the event of a judicial proceeding brought by one party against the other party or parties, the prevailing party or parties in the judicial proceeding is entitled to reimbursement from the unsuccessful party or parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 10. COVENANTS RUNNING WITH THE LAND.

A. Covenant Running with the Land. The License and other rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are rights, restrictions, agreements, and covenants running with the land, will be recorded against the Property and is binding upon and inure to the benefit of the Licensee and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, Licensee, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them. If any of the rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States.

B. Recording. The Licensee grants permission to the Village to record this Agreement against the Property and agrees to reimburse the Village for all costs to record this Agreement.

SECTION 11. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (a) personal delivery; (b) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (3) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 11.A. The address of any party may be changed by written notice to the other party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

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

with a copy to: Holland & Knight LLP
131 S. Dearborn Street, 30th Floor
Chicago, IL 60603
Attention: Steven M. Elrod, Village Attorney

If to the Licensee: Vasile and Ramona Bucsa
4530 West Pratt Avenue
Lincolnwood, IL 60712

B. Time of the Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

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

D. Authority To Execute. The Village hereby warrants and represents to the Licensee that the persons executing this Agreement on its behalf have been properly authorized to do so by the Village. The Licensee hereby warrants and represents to the Village that the Licensee has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

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

F. Non-Waiver. The Village will be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village will not be deemed or construed to be a waiver of that right, nor will the failure void or affect the Village's right to enforce that right or any other right.

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

H. Severability. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement will not be affected, impaired, or invalidated thereby, but will remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the enforceability of that provision in any other situation.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the License granted pursuant to this Agreement.

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

K. Exhibits. Exhibits A and B attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement controls.

L. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person will be made, or be valid, against the Village or the Licensee.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, effective as of the date first written above.

ATTEST:

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

Beryl Herman, Village Clerk

By: _____
Timothy Wiberg
Its: Village Manager

VASILE BUCSA

RAMONA BUCSA

#36873260_v4

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

This instrument was acknowledged before me on _____, 2015, by Timothy Wiberg, the Village Manager of the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation, and by Beryl Herman, the Village Clerk of said municipal corporation.

Given under my hand and notarial seal this ____ day of _____, 2015.

Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **VASILE BUCSA** and **RAMONA BUCSA**, personally known to me, appeared before me this day in person and acknowledged that each of them signed and delivered said instrument as each of their free and voluntary acts and as each of their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2015.

Notary Public

My Commission Expires:

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

THAT PART OF LOT 2 IN LINCOLNWOOD ESTATES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1939 AS DOCUMENT NO. 12325313 IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 2, HAVING AN ILLINOIS COORDINATE SYSTEM EAST ZONE NAD 83 (2011) GRID BEARING OF NORTH 00 DEGREES 03 MINUTES 17 SECONDS EAST, A DISTANCE OF 75.61 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 43 SECONDS EAST, 0.49 FEET; THENCE SOUTH 09 DEGREES 09 MINUTES 30 SECONDS EAST, 12.55 FEET TO A POINT ON A LINE 2.50 EAST OF AND PARALLEL WITH SAID WEST LINE OF LOT 2; THENCE SOUTH 00 DEGREES 03 MINUTES 17 SECONDS WEST, 63.21 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE SOUTH LINE OF SAID LOT 2 (ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF PRATT AVENUE); THENCE SOUTH 89 DEGREES 56 MINUTES 31 SECONDS WEST, 2.50 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

EXHIBIT B

DEPICTION OF THE LICENSED PREMISES

Request For Board Action

REFERRED TO BOARD: August 18, 2015

AGENDA ITEM NO: 2

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of an Ordinance Amending Section 18-3-5 of the Village Code Pertaining to Hearing Officer Appointments and a Resolution Consenting to the Re-Appointment of David G. Eterno and Susan Davis Brunner as Administrative Hearing Officers

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

In 2009 the Village established an Administrative Hearing System. This process is an alternative to the Circuit Court of Cook County and allows the appeal of a wide range of municipal Ordinance complaints. The first Administrative Hearing was held on November 24, 2009 and has been held consistently every fourth Tuesday of the month thereafter in the Village Hall Council Chambers. As required by State Statute the municipality must hire a local Administrative Hearing Officer to act as judge for the Hearings. The Administrative Hearing Officer is appointed by the Village President with the advice and consent of the Village Board.

Between 2009 and 2013 the Village utilized the same Hearing Officer and Backup Hearing Officer. The Village's first Hearing Officer was Elizabeth Rochford with David Eterno serving as Backup. In January of 2013 Ms. Rochford informed the Village that she was being appointed as a Judge of the Circuit Court of Cook County and therefore would be resigning as the Village's Hearing Officer. Therefore, The Village facilitated a competitive recruitment process for a new Hearing Officer.

On March 18, 2013 the Village conducted a Request for Proposals (RFP) process for an Administrative Hearing Officer. In July the sub-committee interviewed three finalists for the Hearing Officer position. At the conclusion of the interviews the sub-committee convened to discuss the candidates and recommended that David Eterno be appointed as the Village's Hearing Officer. Mr. Eterno had been the Backup Hearing Officer for the Village from 2009 to 2013 and served as the Village's interim Hearing Officer between January and August of 2013. Mr. Eterno is currently an Administrative Hearing Officer in 14 other municipalities and has extensive experience in the field. His hourly rate is \$150. The Trustee sub-committee recommended that Susan Davis Brunner be appointed as the Village's Backup Hearing Officer. Ms. Brunner is the Chief Hearing Officer for the City of Evanston and also has extensive experience in this field. Her hourly rate is \$75.

At the August 20, 2013 Village Board meeting Mr. Eterno was appointed Hearing Officer and Ms. Brunner was appointed Backup Hearing Officer. The Village Board renewed the appointments on August 19, 2014. Both Hearing Officers continue to provide satisfactory service to the Village. Therefore

staff recommends renewing their agreements for a period of two years. Staff confirmed with Mr. Eterno and Ms. Brunner that they seek reappointment at the same rate, terms, and conditions, but with the exception of a two-year term instead of one.

Ordinance Amendment

Currently the Village Code limits the term of a Hearing Officer to one year. Given the proven track record of the Village's existing Hearing Officers staff recommends changing the Village Code to allow for two-year terms. The proposed amendment still provides that Hearing Officers can be removed with or without cause at any time by the Village Board.

FINANCIAL IMPACT:

\$15,000 is allocated in the 2015-16 Fiscal Year Budget for Administrative Hearing Officer.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Proposed Resolution
3. Proposed David Eterno Agreement
4. Proposed Susan Davis Brunner Agreement

RECOMMENDED MOTION:

Move to approve an Ordinance Amending Section 18-3-5 of the Village Code pertaining to Hearing Officer Appointments and a Resolution consenting to the re-appointment of David G. Eterno and Susan Davis Brunner as Administrative Hearing Officers.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2015-_____

**AN ORDINANCE AMENDING SECTION 18-3-5
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING THE TERM OF ADMINISTRATIVE HEARING OFFICERS**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2015.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
_____ day of _____, 2015

Village Clerk

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2015-_____

**AN ORDINANCE AMENDING SECTION 18-3-5
OF THE MUNICIPAL CODE OF LINCOLNWOOD
REGARDING THE TERM OF ADMINISTRATIVE HEARING OFFICERS**

WHEREAS, pursuant to Division 2.1 of Article 1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 *et seq.*, the Village has established a system of administrative adjudication, as set forth in Article 3 of Chapter 18 of the “Municipal Code of Lincolnwood,” as amended (“*Village Code*”); and

WHEREAS, pursuant to Section 18-3-15 of the Village Code, the Village President is authorized to appoint, with the advice and consent of the Board of Trustees, one or more administrative hearing officers for one-year terms; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interest of the Village to amend Section 18-3-5 of the Village Code to authorize the appointment of administrative hearing officers for two-year terms, pursuant to this Ordinance;

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

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

SECTION 2. HEARING OFFICER. Section 18-3-5 of the Village Code is hereby amended further to read as follows:

“18-3-5 Hearing officer.

- (A) Appointment. The Village President, with the advice and consent of the Village Board, shall appoint one or more qualified hearing officers to perform the functions set forth in this section.
- (B) Term. The term of a hearing officer shall be ~~one year~~ **not more than two years**; provided, however, that the Village Board may remove a hearing officer, with or without cause.”

* * *

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

SECTION 3. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this ____ day of _____, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2015.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office the
____ day of _____, 2015.

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

#36770545_v2

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-_____

**A RESOLUTION CONSENTING TO THE RE-APPOINTMENT OF
DAVID G. ETERNO AND SUSAN DAVIS BRUNNER AS
ADMINISTRATIVE HEARING OFFICERS FOR THE VILLAGE**

WHEREAS, pursuant to Division 2.1 of Article 1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 *et seq.*, the Village of Lincolnwood has established a system of administrative adjudication, as set forth in Article 3 of Chapter 18 of the Municipal Code of Lincolnwood, as amended ("*Village Code*"); and

WHEREAS, pursuant to Section 18-3-5(A) of the Village Code, the Village President is authorized to appoint, with the advice and consent of the Board of Trustees, one or more administrative hearing officers; and

WHEREAS, on August 20, 2013, the Village Board of Trustees adopted Resolution No. R2013-1751, consenting to the appointment of David G. Eterno ("*Eterno*") as Administrative Hearing Officer and Susan Davis Brunner ("*Brunner*") as backup Administrative Hearing Officer for the Village, both in accordance with letter agreements between the Village and Eterno and Brunner, respectively (collectively, the "*Letter Agreements*"); and

WHEREAS, pursuant to Section 18-3-5(B) of the Village Code and the Letter Agreements, the appointments of Eterno and Brunner were for one-year terms, subject to renewal; and

WHEREAS, on August 18, 2015, the Village Board of Trustees adopted Ordinance No. 2015- _____, amending Section 18-3-5(B) of the Village Code to authorize the appointment of administrative hearing officers for two-year terms; and

WHEREAS, the Village President now desires to re-appoint Eterno as Administrative Hearing Officer and Brunner as backup Administrative Hearing Officer for the Village for two-year terms, in accordance with the terms of the Letter Agreements, as amended by the First Amendments to Letter Agreement by and between the Village and Eterno and Brunner, respectively, attached to and, by this reference, made a part of this Ordinance as **Exhibit A** (collectively, the "*First Amendments*"); and

WHEREAS, the Village Board of Trustees has determined that it will serve and be in the best interest of the Village to consent to the re-appointment of Eterno and Brunner for two-year terms, pursuant to this Resolution;

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

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

SECTION 2. CONSENT TO RE-APPOINTMENTS. The Village Board of Trustees hereby consents to the re-appointment of Eterno as the Administrative Hearing Officer for the Village, and of Susan Davis Brunner as the backup Administrative Hearing Officer for the Village, for two-year terms, all in accordance with the Letter Agreements, as amended by the First Amendments.

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

PASSED this ____ day of August, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of August, 2015.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2015

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

#36781615_v1

EXHIBIT A

FIRST AMENDMENTS

FIRST AMENDMENT TO LETTER AGREEMENT

THIS FIRST AMENDMENT TO LETTER AGREEMENT ("First Amendment"), is made and entered into this ____ day of _____, 2015 ("**Effective Date**"), between and among the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("**Village**"), and **DAVID G. ETERNO**, a natural person ("**Contractor**").

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

SECTION 1. RECITALS.

A. Pursuant to Division 2.1 of Article 1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 *et seq.*, the Village has established a system of administrative adjudication, as set forth in Article 3 of Chapter 18 of the Municipal Code of Lincolnwood, as amended ("**Village Code**").

B. Pursuant to Section 18-3-5(A) of the Village Code, the Village President is authorized to appoint, with the advice and consent of the Board of Trustees, one or more administrative hearing officers.

C. On August 20, 2013, the Village Board of Trustees adopted Resolution No. R2013-1751, consenting to the appointment of Contractor as Administrative Hearing Officer for the Village in accordance with a letter agreement between the Village and Contractor ("**Letter Agreement**").

D. Pursuant to the Letter Agreement, the appointment of Contractor is for a one-year term, subject to renewal.

E. The Village President now desires to re-appoint Contractor, and Contractor desires to be re-appointed, as Administrative Hearing Officer for the Village for a two-year term, but otherwise on the same terms as set forth in the Letter Agreement.

F. The Village and Contractor desire to amend the Letter Agreement, in accordance with this First Amendment, to provide for the re-appointment of Contractor for a two-year term.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the Letter Agreement.

B. Rules of Construction. Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the Letter Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Letter Agreement and the text of this First Amendment, the text of this First Amendment controls.

SECTION 3. TERM.

Section 1.C of the Letter Agreement is hereby amended to read as follows:

“Section 1. Appointment; At-Will Service; Term

* * *

C. Term. Without limitation on the at-will nature of Contractor's appointment and service as set forth in Subsection B above, this Agreement is for an initial one-year term expiring August 20, 2014 (the “*Term*”), subject to the termination provisions in Section 5 of this Agreement. The Term of this Agreement may be extended for additional ~~one-year~~ periods **of up to two years.** Any extension must be in writing, which may be in memorandum or letter form, signed by the Village President and by Contractor.”

SECTION 4. REPRESENTATIONS.

A. **By Village.** The Village hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the Village Board of Trustees; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. **By Contractor.** Contractor hereby represents and warrants that: (1) Contractor has full power and authority to execute and deliver this First Amendment and to perform all of the obligations imposed pursuant to this First Amendment; and (2) this First Amendment constitutes a legal, valid and binding obligation of Contractor enforceable in accordance with its terms.

SECTION 5. COUNTERPART EXECUTION.

This First Amendment may be executed in several counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have caused this First Amendment to be executed, Effective as of the date first written above.

ATTEST:

VILLAGE OF LINCOLNWOOD, an Illinois home rule municipal corporation

By: _____
Beryl Herman, Village Clerk

By: _____
Timothy Wiberg, Village Manager

ATTEST:

DAVID G. ETERNO, an individual

By: _____

By: _____

Title: _____

Its: _____

#36771528_v1

MEMORANDUM OF RENEWAL OF AGREEMENT

The Village of Lincolnwood, an Illinois home rule municipal corporation (“*Village*”), and David G. Eterno (“*Contractor*”), a natural person, have entered into that certain letter agreement dated August 20, 2013, for the engagement of Contractor by the Village as an Administrative Hearing Officer for the Village (“*Agreement*”), as amended by the First Amendment to Letter Agreement, dated August __, 2015 (“*First Amendment*”).

By this Memorandum, the Village and Contractor hereby agree to renew the Agreement, as amended by the First Amendment, pursuant to Section 1.C of the Agreement, for an additional two-year term, beginning on August 21, 2015, and expiring on August 20, 2017. All terms and provisions of the Agreement remain unchanged and in full force and effect.

THE VILLAGE OF LINCOLNWOOD

CONTRACTOR

By: _____

Its: _____

FIRST AMENDMENT TO LETTER AGREEMENT

THIS FIRST AMENDMENT TO LETTER AGREEMENT ("First Amendment"), is made and entered into this ____ day of _____, 2015 ("**Effective Date**"), between and among the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("**Village**"), and **SUSAN DAVIS BRUNNER**, a natural person ("**Contractor**").

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

SECTION 1. RECITALS.

A. Pursuant to Division 2.1 of Article 1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 *et seq.*, the Village has established a system of administrative adjudication, as set forth in Article 3 of Chapter 18 of the Municipal Code of Lincolnwood, as amended ("**Village Code**").

B. Pursuant to Section 18-3-5(A) of the Village Code, the Village President is authorized to appoint, with the advice and consent of the Board of Trustees, one or more administrative hearing officers.

C. On August 20, 2013, the Village Board of Trustees adopted Resolution No. R2013-1751, consenting to the appointment of Contractor as backup Administrative Hearing Officer for the Village in accordance with a letter agreement between the Village and Contractor ("**Letter Agreement**").

D. Pursuant to the Letter Agreement, the appointment of Contractor is for a one-year term, subject to renewal.

E. The Village President now desires to re-appoint Contractor, and Contractor desires to be re-appointed, as backup Administrative Hearing Officer for the Village for a two-year term, but otherwise on the same terms as set forth in the Letter Agreement.

F. The Village and Contractor desire to amend the Letter Agreement, in accordance with this First Amendment, to provide for the re-appointment of Contractor for a two-year term.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. All capitalized words and phrases used throughout this First Amendment have the meanings set forth in the various provisions of this First Amendment. If a word or phrase is not specifically defined in this First Amendment, it has the same meaning as in the Letter Agreement.

B. Rules of Construction. Except as specifically provided in this First Amendment, all terms, provisions and requirements contained in the Letter Agreement remain unchanged and in full force and effect. In the event of a conflict between the text of the Letter Agreement and the text of this First Amendment, the text of this First Amendment controls.

SECTION 3. TERM.

Section 1.C of the Letter Agreement is hereby amended to read as follows:

“Section 1. Appointment; At-Will Service; Term

* * *

C. Term. Without limitation on the at-will nature of Contractor's appointment and service as set forth in Subsection B above, this Agreement is for an initial one-year term expiring August 20, 2014 (the “*Term*”), subject to the termination provisions in Section 5 of this Agreement. The Term of this Agreement may be extended for additional ~~one-year~~ periods **of up to two years.** Any extension must be in writing, which may be in memorandum or letter form, signed by the Village President and by Contractor.”

SECTION 4. REPRESENTATIONS.

A. **By Village.** The Village hereby represents and warrants that: (1) the persons executing this First Amendment on its behalf have been properly authorized to do so by the Village Board of Trustees; (2) it has full power and authority to execute and deliver this First Amendment and to perform all of its obligations imposed pursuant to this First Amendment; and (3) this First Amendment constitutes a legal, valid and binding obligation of the Village enforceable in accordance with its terms.

B. **By Contractor.** Contractor hereby represents and warrants that: (1) Contractor has full power and authority to execute and deliver this First Amendment and to perform all of the obligations imposed pursuant to this First Amendment; and (2) this First Amendment constitutes a legal, valid and binding obligation of Contractor enforceable in accordance with its terms.

SECTION 5. COUNTERPART EXECUTION.

This First Amendment may be executed in several counterparts, each of which, when executed, will be deemed to be an original, but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have caused this First Amendment to be executed, Effective as of the date first written above.

ATTEST:

VILLAGE OF LINCOLNWOOD, an Illinois home rule municipal corporation

By: _____
Beryl Herman, Village Clerk

By: _____
Timothy Wiberg, Village Manager

ATTEST:

SUSAN DAVIS BRUNNER, an individual

By: _____

By: _____

Title: _____

Its: _____

#36772565_v1

MEMORANDUM OF RENEWAL OF AGREEMENT

The Village of Lincolnwood, an Illinois home rule municipal corporation (“*Village*”), and Susan Davis Brunner (“*Contractor*”), a natural person, have entered into that certain letter agreement dated August 20, 2013, for the engagement of Contractor by the Village as a backup Administrative Hearing Officer for the Village (“*Agreement*”), as amended by the First Amendment to Letter Agreement, dated August __, 2015 (“*First Amendment*”).

By this Memorandum, the Village and Contractor hereby agree to renew the Agreement, as amended by the First Amendment, pursuant to Section 1.C of the Agreement, for an additional two-year term, beginning on August 21, 2015, and expiring on August 20, 2017. All terms and provisions of the Agreement remain unchanged and in full force and effect.

THE VILLAGE OF LINCOLNWOOD

CONTRACTOR

By: _____

Its: _____

Request For Board Action

REFERRED TO BOARD: August 18, 2015

AGENDA ITEM NO: 3

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Approving an Agreement with the ICMA Retirement Corporation for the Administration of the Village's Deferred Compensation Program

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Since 1986, ICMA Retirement Corporation (ICMA-RC) has administered the Village's deferred compensation program. The benefit offerings from ICMA-RC include a 457, 401, Roth IRA, and three Retiree Health Savings (RHS) plans. These programs are provided outside of the pension programs available to staff through the Illinois Municipal Retirement Fund (IMRF) and the Police Pension Fund. The total assets in the Village's 457 and 401 plans total are more than \$7,750,000 with 99 active and retired participants. There is no cost to the Village to administer the plan. The plans are funded through administrative fees assessed on employees' accounts in the amount of .55% of the total assets. The attached Administrative Services Agreement between the Village of Lincolnwood and ICMA-RC would reduce the administrative fee to .29% for the 457 and 401 plans. This would equate to an annual savings of \$20,150 for participants with no additional financial burden placed on the Village.

Approval of the attached agreement would require that the Village enter into an exclusive arrangement where ICMA-RC would be the only provider for deferred compensation benefits for a period of five years. At the end of the five year period the Village may renew the agreement with ICMA-RC for one year increments or seek a different vendor to administer the Village's plans.

By way of background, ICMA-RC was started in 1972 as a not-for-profit organization designed to provide portable retirement plan options for local government employees. ICMA-RC has since expanded to serve more than one million accounts nationwide. Additionally, the Village's comparable communities overwhelmingly use ICMA-RC:

Bloomingtondale	Lake Forest	River Forest
Clarendon Hills	Libertyville	Skokie
Deerfield	Lincolnshire	Wilmette
Evanston	Morton Grove	Winnetka
Glencoe	Niles	Wood Dale
Hinsdale	Northfield	
Itasca	Park Ridge	

Of the communities listed above, Deerfield, Evanston and Lake Forest have entered into similar agreements with ICMA-RC to reduce their administrative fees in exchange for an exclusive contract.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Agreement

RECOMMENDED MOTION:

Move to approve a Resolution approving an Agreement with the ICMA Retirement Corporation for the administration of the Village's deferred compensation program.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-_____

**A RESOLUTION APPROVING AN AGREEMENT WITH THE
ICMA RETIREMENT CORPORATION FOR THE ADMINISTRATION OF THE
VILLAGE'S EMPLOYEE DEFERRED COMPENSATION PROGRAM**

WHEREAS, since 1986, the Village's employee deferred compensation program has been administered by the ICMA Retirement Corporation ("**ICMA-RC**"); and

WHEREAS, in exchange for a nearly 50-percent reduction in fees charged to employee participants in the deferred compensation program, ICMA-RC and the Village desire to enter into a new exclusive agreement for the administration of the program by ICMA-RC ("**Agreement**"); and

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2015.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
____ day of _____, 2015

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

EXHIBIT A
AGREEMENT

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

Village of Lincolnwood

Type: 457

Account #: 302381

Type: 401

Account #: 107271

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”), made as of the day of , 2015 (herein referred to as the “Inception Date”), between the International City Management Association Retirement Corporation (“ICMA-RC”), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the Village of Lincolnwood (“Employer”), a Village organized and existing under the laws of the State of Illinois with an office at 6900 North Lincoln Avenue, Lincolnwood, Illinois 60712.

RECITALS

Employer acts as public plan sponsor of a retirement plan (“Plan”), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds held by various state and local governmental units for their employees;

ICMA-RC acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the “Funds”) for the investment of plan assets as referenced in VantageTrust’s principal disclosure document, “Making Sound Investment Decisions: A Retirement Investment Guide” and the accompanying VantageTrust Fund Fees and Expenses document (“Retirement Investment Guide”);

The Funds are available only to public employers and only through VantageTrust and ICMA-RC; and

In addition to serving as investment adviser to VantageTrust, ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 10, so long as ICMA-RC continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than ICMA-RC. Employer acknowledges that ICMA-RC has agreed to the compensation to be paid to ICMA-RC under this Agreement in the expectation that ICMA-RC will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of ICMA-RC at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

Failure to provide timely fund profile update information, including the source of the information, may result in a lack of fund information for participants, as ICMA-RC will remove outdated fund profile information from the systems that provide fund information to Plan participants.

5. Certain Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC to serve as investment adviser to VantageTrust is dependent upon the continued willingness of VantageTrust for ICMA-RC to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

- (c)(ii) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, ICMA-RC shall not be responsible for the qualified status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's standardized plan document, ICMA-RC shall not be responsible for the qualified status of the Plan to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.

Employer represents and warrants to ICMA-RC that:

- (d) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (e) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is not the Plan Administrator or Plan Sponsor as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways.
- (f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group

variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the Retirement Investment Guide and that it has read the information therein concerning the VT Retirement Income Advantage Fund.

- (g) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (h) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.
- (i) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be 0.29% per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.
- (b) **Mutual Fund Services Fee.** There is an annual charge of 0.00% assessed against average daily net Plan assets invested in VantageTrust's Trust Series funds, which are a group of funds each of which invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC. .
- (c) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to The Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer

acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that certain wholly owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to The Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the Retirement Investment Guide and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

- (d) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the Retirement Investment Guide.
- (e) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 is contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 7 is also based on the assets of the Plan being invested in R3 shares of VantageTrust.

The compensation and payment in this Section 7 will take effect in the calendar quarter following receipt of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 – Effective April
- Agreement received by May 20 – Effective July
- Agreement received by August 20 – Effective October
- Agreement received by November 20 – Effective January

8. Contribution Remittance

Employer understands that amounts invested through VantageTrust are to be remitted directly to VantageTrust in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

9. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend five (5) years from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and agrees that, in the event the Employer terminates this Agreement (or replaces the VT PLUS Fund as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the VT PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the VT PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may amend this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed amendment. Such amendment shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such amendment.
- (c) The parties agree that enhancements may be made to administrative and operations services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

12. Notices

All notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777
North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Schedules

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

VILLAGE OF LINCOLNWOOD

By _____
Signature/Date

By _____
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

By  _____
Erica McFarquhar
Assistant Secretary

Please return fully executed contract to: New Business Services
ICMA-RC
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through a paper form. ICMA-RC will provide an enrollment link through the general ICMA-RC web site as appropriate.. Employer will also make available the online enrollment link in their Intranet site or via email to new employees. Employer can also enroll employees through EZLink.)
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other and documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings), to assist participants.

- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate plan transactions at any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://harper1.icmarc.org/login.jsp>
- (j) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (k) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held there under.
- (l) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Investor Services or Account Access.
- (m) Guided Pathways – Participant Advice and Guidance may be made available through a third party vendor on the terms specified on ICMA-RC's website.
- (n) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

Request For Board Action

REFERRED TO BOARD: August 18, 2015

AGENDA ITEM NO: 4

ORIGINATING DEPARTMENT: Village Manager's Office

SUBJECT: Approval of a Resolution Approving a Three-Year Collective Bargaining Agreement with the International Brotherhood of Teamsters Local 700

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On May 1, 2015 the collective bargaining agreement between the Village and the International Brotherhood of Teamsters Local 700 ("Union") expired. Three meetings were held between the Village's negotiation team and members of the Union. A tentative agreement was reached between the Village and the Union on July 2, 2015.

The Village Board previously reviewed changes to the agreement which are as follows:

- Wages:
 - 2.00% increase effective May 1, 2015
 - 2.00% increase effective May 1, 2016
 - 1.75% increase effective May 1, 2017
- Insurance:
 - Discontinuation of HMO health insurance plan effective January 1, 2016
 - Sunset of retiree insurance subsidy benefit
- Merit Bonus:
 - An increase in the lump sum merit bonus from \$500 to \$750 for eligible employees effective May 1, 2015
- Holidays:
 - Increase in the number of floating holidays from one to two and the removal of one personal day
 - Employees must request the use of a floating holiday at least 24 hours in advance from the Public Works Director and the day shall not be taken in less than two (2) hour increments
- Safety Day:
 - Provision of a "Safety Day" for employees that complete a calendar year without being found responsible for a preventable accident

- Uniform Allowance:
 - o Increase in the annual uniform allowance by \$50 for each employee

All other sections of the previous agreement have remained the same and will continue forward in the new agreement.

The proposed agreement was ratified by the Union on July 15, 2015.

FINANCIAL IMPACT:

The collective bargaining agreement is an employee wage/benefit agreement and is budgeted in the Fiscal Year 2015-16 operating budget.

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Agreement

RECOMMENDED MOTION:

Move to approve a Resolution approving a three-year collective bargaining agreement with the International Brotherhood of Teamsters Local 700.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-_____

**A RESOLUTION APPROVING A THREE-YEAR
COLLECTIVE BARGAINING AGREEMENT WITH
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 700**

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

WHEREAS, non-managerial employees of the Village Department of Public Works (collectively, the "***Public Works Employees***") are represented by the International Brotherhood of Teamsters Local 700 ("***Union***") and

WHEREAS, the Village and the Union desire to enter into a three-year collective bargaining agreement, commencing May 1, 2015, regarding the terms of employment of the Public Works Employees by the Village ("***Agreement***"); and

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

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

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

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

SECTION 3. EXECUTION OF AGREEMENT. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement upon receipt by the Village Clerk of at least one original copy of the Agreement executed by the Union; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2015.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2015

Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois
#36895020_v1

Exhibit A
Agreement

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
VILLAGE OF LINCOLNWOOD
AND
TEAMSTERS LOCAL 700
MAY 1, 2015 - APRIL 30, 2018

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**ARTICLE I -
REPRESENTATION AND RECOGNITION**

Section 1. Recognition

The Union is recognized by the Village as the bargaining representative for all employees of the Village of Lincolnwood Departments of Public Works, Streets and Sanitation, Water and Forestry, including the following job classifications of:

- Automotive Mechanic
- Equipment Operator
- Water System Operator
- Laborer

Excluding all individuals with the job title:

- Supervisor
- Foremen
- Chief Mechanic
- Director

and all managerial employees, confidential employees, clerical employees, and all other supervisors, short-term employees and other employees excluded under the Act.

**ARTICLE II -
MANAGEMENT RIGHTS**

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to the right:

- a) To determine its mission, policies, and to set forth all standards of service offered to the public;
- b) To plan, direct, control, schedule, and determine the operations or services to be conducted by employees of the Village;
- c) To determine the methods, means and number of personnel needed to carry out the department's mission and compensation of employees;
- d) To direct the working forces;
- e) To hire, assign, or transfer employees;
- f) To promote, demote, suspend, discipline or discharge and determine standards to be met;
- g) To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;

- h) To make and enforce rules and regulations;
- i) To introduce new equipment, improvements, methods and facilities;
- j) To contract out for goods and services;
- k) To take any and all actions as may be necessary to carry out the mission of the Village and the Department of Public Works in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager. Said action may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended. All provisions of this Agreement shall immediately be reinstated once a civil emergency condition ceases to exit.

**ARTICLE III -
NO DISCRIMINATION - NO STRIKE - NO LOCKOUT**

Section 1. No Discrimination

In accordance with applicable federal and state statutes, the Village and the Union agree that neither shall discriminate among employees in the application of the provisions of this Agreement because of an employee's race, color, religion, sex, national origin, age, or disability. Any alleged violation of this section is non-grievable and non-arbitrable, and may be remedied through any judicial or administrative proceedings otherwise provided by law.

Section 2. Limitation on Union Activities During Working Hours

- A. The Union, its members, agents, or representative will not engage in Union activities of any kind during the working hours of the employees, except as might be authorized pursuant to the provisions of the Agreement. Working hours shall be defined as those hours in which a bargaining unit employee receives compensation from the Village, exclusive of lunch periods.
- B. Within the guidelines contained above, union officials representing Local 700 shall be given access to the worksite when the occasion requires only upon first obtaining the approval of the Director of Public Works or designee.

Section 3. No Strike - No Lockout

- A. The Union, its membership, individually and collectively, its agents or representatives agree that there shall be no strikes, or other interruptions of work, and further agree that they shall not honor or refuse to cross any picket line, whether related to primary activity or secondary activity.
- B. The Village agrees that there shall be no lockout of the Union.

**ARTICLE IV -
NORMAL WORKDAY/WORKWEEK**

Section 1. Application

This Article is intended to define the length of normal hours of work per day or per week in effect during the term of this Agreement. Nothing contained herein shall be construed as preventing the Village from restructuring the normal workday or workweek for the purpose of promoting the efficiency of municipal government; from establishing the work schedules of employees; and from establishing part-time positions.

Section 2. Normal Workweek and Workday

- A. Except as provided in paragraph B of this section, the normal workweek shall consist of forty (40) hours per week which may be interrupted by an unpaid lunch period and such additional time as may, from time to time, be required in the judgment of the Village to serve the residents of the Village.
- B. The normal work cycle for employees covered by this Agreement shall be seven (7) days consisting of five (5) consecutive shifts of eight (8) hours per day.
- C. Employees shall be afforded two (2) ten (10) minute breaks each day, but in no event shall a crew leave a work site or Village vehicle or equipment unattended during any break.
- D. Employees shall be afforded five (5) minutes wash-up time before lunch and fifteen (15) minutes before quitting time.

Section 3. Permanent Shift Changes

Whenever the Village makes permanent changes in employee shift assignments, the Union will be given at least ten (10) days notice prior to the effective date of such change so that the Union has an opportunity to discuss the impacts of such decision, if the Union so requests.

**ARTICLE V -
OVERTIME**

Section 1. Application of Article

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

Section 2. Overtime Pay

Employees covered by this Agreement shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a seven-day workweek.

Section 3. Overtime Calculations

For the purpose of overtime calculations under the Fair Labor Standards Act, all paid leave time shall be considered as hours worked for overtime purposes; including sick leave, vacation, funeral leave, personal leave, and any other paid leaves of absence.

Section 4. Overtime Break Periods

Employees required to work more than four (4) consecutive hours of overtime will be permitted a ten (10) minute break at approximately the completion of each four (4) hour period. If the Department is unable to allow break periods due to the requirements of the work being performed, then employees will be paid for an additional ten (10) minutes at one and one-half (1-1/2) times their regular rate of pay.

Section 5. Sundays and Holidays

Double time shall be paid for all hours worked on Sundays or any of the holidays designated in Article IX, Section 1.

Section 6. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

Section 7. Call Back Pay

An employee called back to work after having left work shall receive a minimum of two (2) hours pay at overtime rate unless the time extends to his regular work shift or unless the individual is called back to rectify his own error. In the event of call back for snow plowing or salting, the employee shall receive a minimum of four (4) hours pay at the overtime rate.

The above paragraph, and Section 8 of this Article (Overtime Distribution), shall not apply to employees assigned to perform remote monitoring of the water system on weekends or holidays via a laptop computer or mobile device. An employee assigned to monitor the water system on such occasions shall instead be paid one (1) hour on Saturday at time and one half, and one hour on Sundays and holidays at double time. The parties agree that such payment will normally exceed the hours worked performing such assignment. Should additional time be needed to perform the assignment, however, advance approval by the Director or the Director's designee is required.

Section 8. Overtime Rotation

During the term of this Agreement, the Village will maintain an overtime rotation system by which all employees classified pursuant to Article I, Section 1 of this Agreement will be eligible to work overtime hours depending on the job classifications required to complete the assigned work. In administering this Section, however, it is understood that the Village shall have no obligation to interrupt emergency or unscheduled work in progress. If an employee demonstrates a violation of this Section, the remedy shall be to provide such employee with first

preference to perform available overtime he is qualified to perform in the future, until any imbalance is corrected.

ARTICLE VI - HEALTH AND SAFETY

Section 1. Committee Selection

Public Works Department employees covered by this Agreement shall choose or elect one (1) person to serve on the Village-wide Safety Committee.

Section 2. Committee Purpose

In accordance with the Village Procedures, the responsibilities of the Safety Committee include:

1. Review any work-related accidents in the departments, and present recommendations to the department head.
2. Identify unsafe working conditions and practices and make recommendations for their correction.
3. The Safety Committee shall encourage employee input regarding safety suggestions.
4. Any suggestions or recommendations shall be advisory only.

Section 3. Imminent Danger Procedure

If an employee reasonably believes that there exists an allegedly unsafe condition (excluding Acts of God) or piece of equipment which poses an imminent and direct threat of loss of life or limb, he/she shall report the situation to his/her immediate supervisor, who will have the initial responsibility for determining the corrective action, if any, to be taken.

If the employee disagrees with the Supervisor's decision, he/she may request the Supervisor to call the Claims/Loss Prevention Coordinator, which request will not be unreasonably denied. An employee who has reasonably made such a request shall not be required to perform the work or operate the equipment in question until such time as the Claims/Loss Prevention Coordinator has rendered his decision on the matter.

The decision of the Claims/Loss Prevention Coordinator regarding the allegedly unsafe condition or equipment and/or the corrective action taken or proposed by the Supervisor, shall be final.

**ARTICLE VII -
UNION BULLETIN BOARDS**

Section 1. Bulletin Boards

The Village agrees to provide an area in the garage for the Union to post one (1) Bulletin Board.

Section 2. Size

The bulletin board space shall not exceed three (3) feet by three (3) feet.

Section 3. Use

The Union bulletin board shall be used for posting of Union notices and shall be restricted to the following:

- a) Notice of Union recreational and social activities;
- b) Notice of Union elections and results of such elections;
- c) Notice of appointments;
- d) Notice of Union meetings, committee meetings, and reports and minutes of said meetings;
- e) If the Union desires to post any information or material, the Union shall first submit same to the Director of Public Works for his/her approval. The Director of Public Works shall have the discretion to approve or disapprove of said posting.
- f) The Bulletin Board shall be maintained by the Union in a neat and orderly manner.

Section 4. Posting Procedure

All notices to be posted on said Union Bulletin Boards shall be signed by a Steward of the Union and prior to posting said notice(s), duplicate copies of all notices shall be submitted to the Director of Public Works for his files.

Section 5. Removal of Posted Material

Any material posted on the Union Bulletin Boards not on file with the Director of Public Works may be removed by any supervisor accompanied by a Local Union Steward or Representative.

**ARTICLE VIII -
SALARY SCHEDULES**

Section 1. Compensation

- A. During the term of the Agreement, the wage rate ranges applicable to bargaining unit position shall be as follows:

	2015 - 2016	2016 - 2017	2017 - 2018
Water System Operator / Auto Mechanic	26.36 – 33.10	26.88 – 33.76	27.35 – 34.35
Equipment Operator	25.34 – 31.79	25.85 – 32.43	26.30 – 33.00
Laborer	18.85 – 26.69	19.23 – 27.23	19.56 – 27.70

- B. Employees shall, on May 1 of the fiscal year indicated below, be entitled to the following wage rate adjustments, provided that the increase for the 2015-16 fiscal year shall be retroactive to May 1, 2015 :

Year:	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
Increase:	2.0%	2.0%	1.75%

- C. Employees who have not reached the maximum wage rate for their position shall be eligible for an additional merit increase of 0% up to 5% based upon the results of their performance appraisals. Performance appraisals shall be based on job knowledge, quality of work, efficiency, judgment initiative, responsibility, cooperation, communication and dependability.

During each new fiscal year covered by this Agreement, employees who have already reached the maximum wage rate for their position may be eligible to receive a one-time, lump sum bonus in the gross amount of \$750, provided the employee receives an “exceeds standards” or above evaluation rating on their annual performance evaluation for the prior year. This lump sum bonus shall not be added to base pay, nor shall there be any guarantee that the employee will receive such bonus in the following fiscal year, unless the employee continues to receive annual performance ratings of “exceeds standards” or above.

Section 2. Longevity Pay

An employee who has worked for the Village a maximum of:

- a) *5 years of service, will receive* *\$25.00 a month*
- b) *10 years of service, will receive* *\$30.00 a month*
- c) *15 years of service, will receive* *\$35.00 a month*
- d) *20 years of service, will receive* *\$40.00 a month*
- e) *25 years of service, will receive* *\$45.00 a month*

At the end of each year, during the last week in December, employees covered by this agreement will receive their longevity pay in one lump sum. All new employees hired after May 1, 1988 shall not receive longevity pay.

**ARTICLE IX -
LEAVE POLICIES**

Section 1. Holidays

The below paragraph shall be effective from May 1, 2015 to December 31, 2015 only:

Eleven (11) paid holidays are granted to Village employees. Eight (8) hours pay at the straight time rate shall be paid to all regular and probationary full-time employees. Payment to employees, who work less than a forty (40) hour week, shall be pro-rated. The holidays are as follows:

New Year's Day President's Day Good Friday Memorial Day (last Monday in May) July 4th	Labor Day (1st Monday in September) Thanksgiving Day (4th Thurs. in Nov.) Day After Thanksgiving Christmas Eve Christmas Day Floating Holiday
--	--

The following paragraph shall become effective January 1, 2016, in lieu of the foregoing paragraph:

Twelve (12) paid holidays are granted to Village employees. Eight (8) hours pay at the straight time rate shall be paid to all regular and probationary full-time employees. Payment to employees, who work less than a forty (40) hour week, shall be pro-rate. The holidays are as follows:

New Year's Day	Labor Day (1 st Monday in September)
President's Day	Thanksgiving Day (4 th Thurs. in Nov.)
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
(last Monday in May)	Christmas Day
July 4 th	<u>Two Floating Holidays</u>

Normally, employees must request use of a floating holiday at least 24 hours in advance and approval from the Director of Public Works is required. It may not be taken in less than two (2) hour increments.

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

Section 2. Personal Days

The following paragraphs shall be effective from May 1, 2015 to December 31, 2015 only:

All regular full-time employees shall receive one personal leave day per fiscal year (the equivalent of 8 hours of paid time) for the purpose of transacting personal business effective May 1 of each year. The personal day cannot be used to extend vacation or holiday leave. Part-time employees who work at least 30 hours per week shall receive this benefit on a pro-rated basis. Employees must pass their probationary period to be eligible to take their personal leave.

Normally, employees must request personal leave at least 24 hours in advance and approval from the Director of Public Works is required. Personal leave may not be taken in less than two (2) hour increments.

Personal leave must be used by April 30 of each fiscal year or it will be dropped from the employee's record. If an employee is unable to use this time because of probationary status, the eight (8) hours will be awarded upon successful completion of the probationary period and must be used in the fiscal year in which it is awarded.

The following paragraph shall become effective January 1, 2016, in lieu of the foregoing provisions of this Section, and this Section shall hereinafter be entitled "Safety Day":

All regular full-time employees that complete a calendar year without being found responsible for a preventable accident shall be provided a "Safety Day". Determinations on responsibility and preventability of accidents shall be within the sole and exclusive purview of the Village's Safety Committee, and the Committee's decision shall be considered final and binding for purposes of this Section. The Safety Day will be awarded during the first paycheck in February each year. Employees may use the Safety Day from February 1 through January 31 of the following year. The Safety Day must be

utilized in eight (8) hour increments and shall not be paid out when the employee leaves employment with the Village. Unused safety days shall not accumulate or carryover from one year to the next.

Section 3. Sick Leave

Sick leave is earned monthly at a rate one (1) day per month, or a total of twelve (12) days per year. Employees' monthly accrual and balance of available sick leave may appear on the employees' paycheck for informational purposes. Employees who work less than a forty (40) hour week receive sick leave on a pro-rated basis. Sick leave may be accumulated up to a maximum of one hundred twenty (120) days. No sick leave can be earned during an unpaid leave of absence. Sick leave may be granted for any of the following reasons:

- a) Incapacitation due to illness, injury or disability.
- b) Personal medical or dental appointments which cannot be scheduled during non-working hours.
- c) Absence required by serious illness or disability of the employee's immediate family. "Immediate family" for the purposes of this section is defined as the employee's spouse, children, parents and any other family member within the scope of coverage of the Family and Medical Leave Act of 1993.
- d) Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes hospitalized.

Any use of sick leave for purposes other than those outlined above is not authorized. Misuse of sick leave may be grounds for disciplinary action including termination and will be considered part of the employee's overall performance.

Section 4. Documentation and Notification

Department managers will establish procedures for employees to use to notify supervisors of absence and intent to use sick leave. If sick leave is used for two (2) or more consecutive days, or in conjunction with a day off, a supervisor may request a written confirmation of illness or injury signed by a physician. If sick leave is used for more than five (5) consecutive days, a statement from a physician may be required indicating that the employee's physical or mental ability will allow return to normal duty. A supervisor may also require a statement from a physician confirming illness when there have been more than three (3) instances of absence for sick leave in any one (1) year, (calendar year period). Employees are responsible for obtaining a physician's statement when required. The Village reserves the right to require an employee to be examined by a Village appointed physician at the Village's expense.

Section 5. Accumulated Sick Leave

An employee shall receive twenty-five percent (25%) of accumulated sick leave if they terminate employment in good standing after completing eight (8) years of service. Payment will be at the salary rate in effect as of the last day worked. The balance of unused sick time will be credited to the employees IMRF benefits in accordance with the IMRF rules.

Section 6. Leave of Absence

A. Family and Medical Leave

Employees may apply for and receive family leave pursuant to, and in accordance with the provisions of the federal Family and Medical Leave Act of 1993, as amended. The employee shall be required to first exhaust his/her accrued vacation and sick leave for family leave, and such leave shall not exceed twelve (12) weeks, including both the paid and unpaid portions of such leave. Employees with a pregnancy-related or other non-work related disability shall apply for leave under this Section.

In the event an employee on leave under this section is unable to return to work at the expiration of the 12-week period, he/she may apply for an extension of unpaid leave under the terms of the Extended Leave provision below.

B. Extended Leave of Absence

Personal leave, without pay, may be granted pursuant to the Village Personnel Manual.

At the expiration of the leave period, the Director of Public Works shall attempt to place the employee in his or her former position or one that is similar if possible, depending on the employee's qualifications and positions available. If the period of leave is for more than one (1) month or longer, the employee's benefit accruals and appointment date shall be adjusted according to the period of absence.

The Village will provide a written notice of termination to an employee who has not returned to work within five (5) days after the end of the approved leave period. After the five (5) day period, the Village shall terminate employment including all Village benefits if the employee has not returned to work.

C. Jury Duty Leave

Employees called upon for jury duty should notify the Director of Public Works as soon as possible. Time off with pay shall be granted to all individuals serving on jury duty when adequate documentation is provided. Straight time pay for eight (8) hours per day will be paid for the period served if the employee provides a copy of notice or other evidence of actual days served.

The employee shall submit proof of service with his or her time sheet to receive a regular paycheck. An employee's time served on jury duty shall not be charged against sick time or

vacation time and shall be considered time worked. Employee must return to the Village any payment for jury duty served.

D. Funeral Leave

When there is a death in the immediate family, an employee shall be granted up to three (3) working days off without loss of pay and without charge to accrued leave between the date of death and the date of the funeral. "Immediate family" for purposes of this section is defined as spouse, civil union partner, parents, step-parents, grandparents, children, step-children, brothers, sisters, brothers-in-law, sisters-in-law, mother-in-law, and father-in-law. Time taken in addition to three (3) days funeral leave may be taken at the discretion of the Department Manager with approval of the Village Manager and shall be chargeable to other accrued leave.

E. Absence Without Leave (AWOL)

Absence without leave (AWOL) is defined as any absence in which the employee does not report for work and fails to properly notify his or her supervisor that he or she will be utilizing accrued sick leave. In addition, the employee will be regarded as absent without leave if he or she attempts to utilize leave to which he or she is not entitled.

An employee who is absent without leave for two (2) days or more or is absent without leave on more than one (1) occasion during a year is subject to termination. Any attempt to use sick leave for any purpose other than those determined as proper, as outlined in this Agreement is considered unauthorized.

Excessive absence or tardiness shall be defined as absences of more than five (5) days in a year when not substantiated by a doctor's certificate or tardiness of more than three (3) occasions during a year.

Section 7. Health, Dental and Life Insurance

A. Health Insurance

The Village states its intention to remain a participant in the health insurance pool which covers the Village employees on the date of this agreement. The scope of coverage, including all covered conditions, loss limits, and other terms and conditions shall be established by the pool and its administrators.

Employees may elect coverage in the HMO or PPO insurance plan offered by the Village for the employee and their eligible dependents during the enrollment period established by the Village. Employee premium contributions for the applicable tier shall be as follows:

Plan:	Employee Premium Contribution:
PPO	15%

Note: The HMO plan shall be discontinued by the Village on or about January 1, 2016. Prior to the elimination of the HMO plan option, employees shall continue to contribute 15% of the premium for the applicable tier coverage.

To the extent the Village offers a health insurance opt out program to non-represented Village employees, such program shall be offered to bargaining unit employees at the same time, and on the same terms, as program may be changed from time to time by the Village.

B. Dental Insurance

The Village states its intention to remain a participant in the dental insurance pool which covers the Village employees on the date of this agreement. The scope of coverage, including all covered conditions, loss limits, and other terms and conditions shall be established by the pool and its administrators.

Employees may elect employee only coverage, employee plus spouse, employee plus children or employee plus family coverage in the dental plan offered by the Village during the enrollment period established by the Village. The Village shall pay eighty-five percent (85%) of the applicable premium and the employee shall pay the remainder.

C. Life Insurance

The Village shall provide term life insurance for each employee in the amount of \$50,000. The Village will pay the premium cost for such coverage.

D. Post Retirement Health Benefit.

This benefit only applies to persons hired prior to January 1, 2016. The Village shall provide partial payment of health benefits for any such employee who retires after twenty-five (25) or more years of employment for a 3 year period following retirement as follows: the Village shall pay 50% of the employee's payment for the first year following retirement, 33-1/3% of the payment for the second year and 25% of the payment for the third year. Following the third year this benefit shall cease. Upon eligibility for Medicare this benefit shall cease. This benefit shall apply to coverage (individual or family) held by the employee just prior to the time of retirement.

E. Retiree Health Savings Plan

The Village shall establish the ICMA-RC VantageCare Retiree Health Savings Plan for members of this bargaining unit. The plan will allow employees to accumulate defined assets to pay for specified medical expenses in retirement on a tax-free basis. All eligible employees are required to participate in the RHS plan.

The employees of this bargaining unit agree that each year prior to January 1st they shall contribute sick leave at a rate of three (3) days off their accrual for two (2) days in the plan.

The contribution of sick leave days described above is not optional. If there is no time remaining on the books for an employee, three sick leave days will be taken in advance from the following year in January thereby reducing the number of days available in the following benefit period.

On a quarterly basis, the employee will be charged a fee, established by ICMA-RC, which will be assessed directly against their account. RHS assets will be invested in the ICMA-RC's Vantagepoint Funds.

Section 8. Vacation Earning Schedule

MONTHS OF ELIGIBLE SERVICE	VACATION DAYS MONTHLY	VACATION DAYS EACH YEAR
From Date of Hire	.833 days =	10 days
After 72 months	1.250 days =	15 days
After 168 months	1.667 days =	20 days
After 228 months	2.083 days =	25 days

D. The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time.

1. On the day an employee begins working, they begin to earn paid vacation time according to the schedule, however, before vacation time can be used, a waiting period of six (6) months must be completed. After that time, employees can request use of earned vacation time including that accrued during the waiting period. If they start on or before the 15th day of the month, they get credit for the month.
2. Paid vacation time can be used in minimum increments of one-half day. To take vacation, employees should request advance approval from their

supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. (Reference C below.)

3. Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.
 4. Employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. If the total amount of unused vacation time reaches a "cap" equal to one-half (1/2) times the annual vacation amount, further vacation accrual will stop. When the employee uses paid vacation time and brings the available amount below the cap, vacation accrual will begin again.
- E. The scheduling of vacation is subject to approval by the Village in accordance with these rules:
1. No two (2) employees from the same crew can be on vacation at the same time, unless approved by the Director of Public Works.
 2. Seniority will count first in deciding duplications.
 3. No more than three (3) employees can be on vacation (including scheduling of personal days and floating holidays) at the same time, unless approved by the Director of Public Works.
 4. No more than five (5) weeks vacation shall be taken at any one time unless approved in advance by the Director of Public Works.
 5. All vacation dates must be posted by February 11th of a given year. If an employee does not request and time is not posted, employees must take whatever is available. Seniority will not count.
- F. Upon termination of employment, employees will be paid for accrued vacation time for which they were eligible.

Section 9. Uniform Allowance

- A. No employee will be allowed to work unless the employee is in compliance with the uniform code of the Public Works Department, unless approved by the Director of Public Works.
- B. Each employee shall be allotted a uniform allowance in the following amounts:

May 2015 \$450.00 Credit + \$200.00 Check

May 2016	\$450.00 Credit	+	\$200.00 Check
May 2017	\$450.00 Credit	+	\$200.00 Check

- C. The dollar amounts (cash/check) will be added to the employee’s first paycheck in the month of May subject to applicable withholdings.
- D. The Village will set-up tax-exempt accounts, in the local shopping area, where employees can charge the following items:

- Steel-Toe Work Boots
- Rubber Boots
- Uniform Pants, Shirts
- Work Jackets (light and heavy)
- Overall’s
- Work Gloves

(Items may be added to the list, and stores may be recommended. The final decision to add items and stores shall be determined by the Director of Public Works.)

The total credit amount shall not exceed the credit amount listed in “B” above per year (May 1 through April 30), unless the employee specifically waives the cash payment.

- E. If an employee waives the cash/check payment, the dollar amount of the cash/check payment will be applied to the total credit amount available to that employee.
- F. Upon hire, a new employee will receive a \$250.00 credit in which they can charge, tax-exempt, items of clothing listed above in “D”, which are needed to perform the job.

Section 10. Training Courses

Any training course required by the Village shall be paid in full by the Village.

**ARTICLE X -
WORKING OUT OF CLASSIFICATION**

Section 1. Pay for Work Out of Classification.

Any employee assigned to perform the duties of a different, higher-paying job classification after one day at that higher classification shall be compensated at the greater of:

- a) the minimum rate applicable to the higher classification, or;
- b) 5% higher than the employee’s regular wage rate for all work performed on said consecutive workdays.

Section 2. Selection of Employees to Work Out of Classification

The selection of Public Works Employees to work out of classification shall be determined by the Director of Public Works, normally among qualified employees within the Division where the work is needed, on a rotation basis.

**ARTICLE XI -
JOB POSTING**

Section 1. Permanent Job Openings

All permanent job openings shall be posted on the bulletin board for a period of five (5) workdays before positions are filled on a permanent basis.

Section 2. Promotions

Promotion within the bargaining unit shall be made on the basis of, among other things, and not necessarily in the following priority, departmental seniority, skill, ability and experience in the type of work involved. The determination of Village Administration in all promotions shall be final.

Section 3. Posting

All vacancies in permanent position within the bargaining unit shall be posted for a period of five (5) working days in all departments in places customarily used for communications with employees within the bargaining unit. During such posting period, the Village shall not interview any employee candidates from outside the Village's roster of employees. Bargaining unit employees who apply during said five (5) day period shall be considered for the position prior to consideration of any non-bargaining unit applicant.

Section 4. Selection

The Village retains all rights to establish the qualification required for all job classifications within the Village. The Village shall assess the qualifications of each individual applicant for any promotional or transfer position. Assessment of the candidate's qualifications may include, but not be limited to, a review of the candidate's education, prior work experience and, for incumbent Village employees, work record with the Village including discipline, attendance and other factors related to the ability to satisfactorily perform the functions required of a public employee for the position in question.

In the event that there are applicants who apply during the five (5) day period referred to in Section 3 above, and who meet the Village's stated requirements, the position shall be awarded to the qualified candidate with the greatest bargaining unit seniority.

If no qualified bargaining unit member applies for the vacant position within the five (5) day period described in Section 3 above, the position shall be filled by the most qualified applicant without regard to membership in the bargaining unit.

ARTICLE XII - SENIORITY

Section 1. Definition of Seniority

Seniority for the purpose of the Agreement shall be defined as an employee's length of full-time service with Village in any position which performs bargaining unit work, since the employee's last date of hire. Seniority shall not include periods of unpaid leave time in excess of 30 days unless otherwise mandated by law.

Section 2. Seniority List

The Union shall be furnished with a seniority list of employees covered by this agreement.

Section 3. Discharge

Prior to the discharge of an employee, the employee shall be given a written statement of reasons for their dismissal, and an opportunity to have a Union representative present at any meeting concerning their dismissal.

Section 4. Termination of Seniority

Seniority and the employment relationship shall be terminated when an employee:

- a) is absent for three (3) consecutive workdays without reporting the reason for such absence to the Village and the expected date of return. Such person shall be considered to have quit without notice. If the employee does not return to work on the date that he/she indicated, it will be necessary for the absent employee to again notify the Village, and failure to do so shall be considered a quit;
- b) is absent for any reason for a period of time equal to his/her seniority or nine (9) months (or, in the case of layoff, 18 months), whichever is less (except that absence due to sickness or occupational injury does not apply);
- c) fails to return from an approved leave of absence, including sick leave, on the workday following the expiration of the leave;
- d) does not report to work from layoff within five (5) calendar days from the date of the notification by letter or Mailgram. Recalls from layoff shall be made by Certified Mail or Mailgram to the employee's last address of record;
- e) quits or retires;
- f) discharged.

Section 5. Layoff

If the Village, in its sole discretion, determines that layoffs in a classification are necessary due to reasons of economic necessity or lack of work, employees covered by this Agreement will be laid off in reverse order of seniority within the classification affected, provided that the senior employee retained has the present skill and ability to perform the work available, and provided further that the retained employee has not been subjected to written discipline or suspension during the previous 12 months.

All affected employees and the Union shall receive notice in writing of the layoff at least fifteen (15) days in advance of the effective date of such layoffs. Upon request, the Village shall meet and negotiate with the Union regarding the impact of the layoff on the affected bargaining unit employees, provided such negotiations shall not delay implementation of the layoff.

Section 6. Recall

This recall provision only applies to employees who will be laid off after the date this contract is signed. Employees who are laid off shall be placed on a recall list for a period of eighteen months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their seniority, provided they possess sufficient skill and ability to satisfactorily perform the available work.

Employees who are eligible for recall, shall be given notice of recall by certified or registered mail, return receipt requested, provided that the employee must report to work within five (5) business days after receiving notice of recall.

The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his/her current mailing address.

If an employee fails to respond on a recall notice within said five (5) day period, his/her name shall be removed from the recall list and the employee will be deemed to have abandoned his/her job.

Section 7. Probationary Period

All new hires and those rehired after a loss of seniority shall be considered probationary employees until they have completed 12 months of actual work for the Village in a job classification covered by this Agreement. During an employee's probationary period, the employee may be disciplined or discharged with or without cause at any time. The discipline or discharge of probationary employees shall not be subject to the grievance procedure.

**ARTICLE XIII -
GRIEVANCE PROCEDURE**

Section 1. Grievance

- A. A “grievance” shall mean a complaint by a bargaining unit member of the Union that there has been a violation or misinterpretation of this agreement.
- B. Grievances may be processed by the Union on behalf of a group of employees or itself setting forth name(s) of group(s) or employee(s). Either party may have either the individual grievant or one grievant representing group grievants, present at any step of the grievance procedure, and the employee is entitled to a Union representative at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Section 2. Grievance Steps

Step One

- All grievances must be presented to the Director in writing by the employee and/or the Union not later than three (3) working days from the date of the occurrence giving rise to the grievance.
- The Director or the Director’s designee shall grant or deny the grievance in writing within three (3) working days thereafter.

Step Two

- If the grievance is not resolved by Step 1, the written grievance shall be presented by the Union to the Village Manager within three (3) working days after the date the Step 1 response is given.
- The Village Manager, or designee, and a Union Representative shall meet within five (5) working days.
- The Village Manager shall respond in writing within five (5) working days following the conclusion of the meeting.

Step Three

- If the grievance is not resolved at Step 2, the Union may submit the grievance to arbitration, as described below.

Section 3. Arbitration

- A. If the Union is not satisfied with the Step 2 response, the written grievance may be referred to arbitration by so notifying the Village in writing within five (5)

working days after the receipt of the Step 3 decision. The Village representative and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within five (5) working days of the written notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from Illinois who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted, before the striking process begins. Both the Village and the Union shall have the right to alternately strike three (3) names from the panel. The Union shall strike the first name; the Village shall then strike a name, the Union shall strike next, and so on. The person remaining shall be the arbitrator.

- B. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall submit a written decision to the parties within thirty (30) working days of the close of the hearing or the submission of brief, whichever is later, unless the parties agree to an extension. The decision and award of the arbitrator shall be final and binding on the Village, Union and the employee or employees involved. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. If either party desires a transcript of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, the cost of the transcript original, copy and reporter's attendance shall be shared equally by the parties.

Section 4. General

- A. Grievances may be withdrawn or settled at any step of the Grievance procedure without prejudice. Grievances not appealed within the designated time limits will be treated as finally resolved in accordance with the Village's last answer.
- B. The time limits at any step or for any hearing are of the essence and may only be extended by mutual written agreement of the parties involved in that particular step.
- C. The Village's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 4, Arbitration.
- D. Grievances may be filed at any step of the Grievance Procedure by mutual agreement of the parties of that step.

ARTICLE XIV - PROPORTIONATE SHARE AND CHECKOFF

- A. Bargaining unit members covered by this Agreement shall be required to either maintain membership in the Union or to pay, in lieu of dues, a proportionate share fee consisting of their proportionate share of the collective bargaining process

contract administration, and the pursuit of matters affecting wages, hours and other conditions of employment.

The amount of the fee shall be certified to the Village by the Union which shall not exceed the amount of dues and proportionate share deductions and payments to the Union shall be made at the same time and in the same manner as dues checkoff deductions under Section C. The Union shall provide the Village with a copy of the annual audit, which substantiates and verifies the fair share amount certified by the Union.

- B. Should any bargaining unit member object to paying a proportionate share fee to the Union based upon *bona fide* religious tenets or teaching of a church or religious body of which such bargaining unit member belongs, an amount equal to the bargaining unit member's fair share shall be paid to a non-religious charitable organization mutually agreed on by the bargaining unit member and the Union.

If the bargaining unit member and the Union are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois State Labor Relations Board. The Union shall certify to the Village the charitable organization to which such payments are made, or the bargaining unit member may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

- C. The Village shall deduct Union dues and initiation fees which become due and payable from the wages of Union members from the first payroll of each month, and monies so deducted shall be sent to the Union within five (5) days from the date of deduction; provided, however, that such deductions shall be made from the wages only of those employees from whom the Village has received voluntary individual written authorizations authorizing such deduction to be made.
- D. The Union shall and does hereby indemnify and hold harmless the Village, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints and suits or other forms of liability including the costs of defense thereof, and which arise out of any list, notice, certifications, affidavit or reassignment furnished under any such provisions; or which might arise pertaining to the Terms of this Agreement.

It is understood that, in the event of any judicial or administrative proceeding involving this Article at which the appearance of the Village is necessary, the Village may select counsel of its choosing, and that "costs of defense" includes the Village's reasonable attorney's fees.

ARTICLE XV - DRUG-FREE WORKPLACE

Section 1. Policy

Employees who are under the influence of drugs or alcohol pose a serious risk to themselves, their co-workers, the Village, and the general public. The Village, therefore, prohibits the use of drugs and alcohol while an employee is on duty or on Village premises, including but not limited to the use of prescribed controlled substances which may impair an employee's work performance.

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace is expressly prohibited by this policy. The presence of any detectable amount of any controlled substance in either the possession or the systems of any employee while performing any work for the Village or on the Village's premises is also prohibited and is a violation of this policy; provided, that the presence of a controlled substance in an employee's system or possession pursuant to and in accordance with a physician's prescription shall not, without more, be a violation of this policy.

Section 2. Controlled Substance Testing

In the event that the Village has reasonable suspicion of any violation of the policy set forth in Article XV, Section 1 above, the Village may require the employee to submit to urinalysis, blood test and/or other appropriate tests. Tests will be conducted at facilities that are either licensed pursuant to the Illinois Clinical Laboratory Act or eligible for accreditation by the National Institute for Drug Abuse (NIDA). Tests administered under this Article shall be conducted in accordance with NIDA standards. The test results will be submitted to the Village Manager and, in the event of a positive test indicating the presence of drugs or alcohol in the employee's system, the employee involved may be disciplined.

Prior to implementing any testing policy or testing any employee for drug/alcohol use as permitted herein, the Village shall advise the Union of its testing methods and procedures and the safeguards to be applied to insure the integrity of such testing. In the case of a positive drug test, there shall be a confirmatory test using GC/MS techniques.

In the case of any employee who tests positive for drug/alcohol use and is not terminated, the Village shall provide an opportunity for such employee to enter and successfully complete an appropriate rehabilitation program. Nothing herein shall preclude disciplinary action, which may include discharge, against any employee where a test shows the presence of drugs or alcohol in the employee's system while at work; nor shall it be interpreted to preclude disciplinary action, which may include discharge, for misconduct, including violation of applicable law, which may be related to drug use.

Confidentiality of test results will be preserved and test results will only be disclosed to high level management of the Village and, where criminal prosecution may be contemplated, persons within the Police Department. No further disclosure will be made without the employee's express written authorization, except in litigation or arbitration.

Section 3. Employee Assistance Program

The Village shall offer its current Employee Assistance Program (EAP) to the members of the bargaining unit as long as it offers the package to the Village employees. The current EAP may be terminated by management at any time should it be deemed in the Village's best interest to terminate the program. In the event that the Village's current EAP is terminated, the Village agrees to maintain a substitute EAP through the term of this Agreement.

Employees who voluntarily seek assistance, before any positive drug/alcohol test and before any discipline is imposed for an offense associated with illegal drugs or alcohol, will be permitted to take advantage of a Village-established Employee Assistance Program. Any use of the Employee Assistance Program as described above shall be without disciplinary consequence for the first occurrence.

Section 4. Indemnification of Union

The Village agrees to indemnify the Union, its agents, representatives, successors, or assigns, from any losses, claims, or causes of action arising out of any act by the Union in furtherance of or cooperation with the policy set forth in Article XV, Section 1 above, including any losses in the form of damages or attorneys' fees incurred in defending against such action, provided that the Village shall have the option or appear and defend the Union against any suit covered by this provision.

ARTICLE XVI - DRUG/ALCOHOL ABUSE POLICY FOR EMPLOYEES WITH A COMMERCIAL DRIVERS LICENSE

Section 1. Adoption of Commercial Driver's License Policy

The Village Board adopted the Commercial Driver's License ("CDL") Policy on April 16, 1996; and the State of Illinois CDL Program became effective April 1, 1992. In order to be in compliance with this legislation, the Village was to have in place a CDL by January 1, 1996.

Section 2. Covered Employees

All employees whose duties involve driving of heavy equipment shall comply with all federal and state laws as well as Village policies enacted to provide for licensure and testing of such employees as follows:

1. To abide by the federal and state laws.
2. To abide by Village policies as outlined in the Village of Lincolnwood Personnel Policy Manual, Section 2.80.9 entitled "Commercial Driver's License Policy and Drug/Alcohol Abuse Policy for Employees with a Commercial Driver's License" regarding licensure and testing of employees required to hold a CDL.

Section 3. Prevalent Policy

If any portion of ARTICLE XV “Drug Free Workplace” is in conflict with ARTICLE XVI “Drug/Alcohol Abuse Policy For Employees With A Commercial Drivers License”, ARTICLE XVI shall prevail.

ARTICLE XVII - PERSONNEL POLICIES

Section 1. Practices, Rules and Regulations

The Village retains its management right to maintain reasonable personnel practices, rules and regulations, whether by policy, ordinance or otherwise, and to institute, implement and amend such policies.

All such policies which are currently in existence, or may hereafter be implemented or amended from time to time, shall not be vitiated by this Agreement, except where a specific express provision of this Agreement covers the same subject matter and directly conflicts with such Village policy.

In the event that a provision of this Agreement should directly conflict with any Village personnel policy, from whatever source, this Agreement shall supersede and shall be effective with regard to the employees covered herein for the term of this Agreement. Copies of new policies, rules and/or regulations shall be tendered to the Union not less than one (1) week prior to the effective date of implementation of such new or changed rules or policies.

Section 2. Discipline

The employer will discipline non-probationary employees for just cause only. Discipline may be in one or more of the following forms:

- A. *Oral Reprimand*
- B. *Written Reprimand*
- C. *Written Suspension*
- D. *Written Discharge*

Notices of written reprimand, suspension and discharge, which are to become a part of an employee’s personnel file, shall be read and acknowledged by signature of the employee. The employees and the Union will receive a copy of such notices.

**ARTICLE XVIII -
MISCELLANEOUS**

Section 1. Labor Management Committee

At the request of either party, the Chief Steward of the Union and the Director of Public Works, or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Union may invite other bargaining unit members (not to exceed two) to attend such meetings. The Chief Union Steward and the Public Works Director may mutually agree to permit a non-Village employee to attend a specific meeting. The Public Works Director, or his designee, may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three (3) days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. Time spent by a bargaining unit member in a Labor Management Committee shall not be considered hours worked, provided, however, an employee may attend such a meeting during his regularly scheduled working hours with no loss in pay, if approved in advance by the Director of Public Works.

Section 2. Union Access

One outside Union representative will normally be afforded access to the premises of the Village in order to help resolve a serious dispute or problem or provide timely communication to employees, provided there is no disruption to Village operations. In order to receive such access, the Union representative must provide advance notice to the Director of Public Works or his designee and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees during their non work time, in non-work areas, provided such visit does not disturb the work of any employees who may otherwise be working.

**ARTICLE XIX -
SAVINGS CLAUSE**

In the event the legislature of the State of Illinois, the United States Congress, or any court of competent jurisdiction should enact any new law or statute which renders any provision or term of the Agreement unconstitutional, illegal, or otherwise invalid, such conflicting term or provision of this Agreement shall be null and void, and the remainder of this Agreement shall be read as if the offending provision had not been written.

In such event, upon written request from either of the parties, the Village and the Union shall meet and confer to negotiate toward a replacement provision for the term or provision nullified by such new law.

**ARTICLE XX -
DURATION AND EFFECT OF AGREEMENT**

Section 1. Effect of Agreement

Each party, the Union and the Village, acknowledges that is had a complete and unlimited right to make demands and proposals, and to negotiate same. Therefore, the Village and the Union each waives, for the life of this Agreement, any and every right which it might have under law or otherwise to negotiate any further items, topics or issues for or during the term of this Agreement.

Section 2. Duration

This Agreement shall become effective upon its ratification and approval by the Village Board of Trustees. This Agreement shall continue in full force and effect until April 30, 2018.

Agreed to this ____ day of _____, 2015.

President of Teamsters Local Union # 700
Becky Strzechowski

Gerald Turry, President
Village of Lincolnwood

Secretary -Treasurer of Teamsters Local
Union # 700

Beryl Herman, Village Clerk
Village of Lincolnwood

Request for Board Action

REFERRED TO BOARD: August 18, 2015

AGENDA ITEM NO: 5

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance Concerning Case #PC-02-15 Amending Section 2.02 of the Zoning Ordinance Regarding the Definition of "Semiprivate Fence"

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At the July 21, 2015 Village Board meeting, the Village Board considered the recommendation of the Plan Commission concerning a Text Amendment to the Zoning Ordinance relative to the definition of "Semiprivate Fence". This consideration was referred by the Village Board on December 16, 2014.

In considering this matter, the Plan Commission concluded, by a 4-1 vote, that the proposed Text Amendment be approved. The amendment allows for horizontal fence boards as a permitted fence design under the definition of "semiprivate fence". More specifically, louvered fence design would be permitted as a "semiprivate fence" subject to certain bulk standards.

Upon consideration, at its July 21, 2015 meeting, by a 5-0 vote, the Village Board moved to concur with the Plan Commission recommendation and directed the Village Attorney to prepare the requisite Ordinance. Attached for consideration is this proposed Ordinance prepared by the Village Attorney consistent with the direction of the Village Board.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance to amend Section 2.02 of the Zoning Ordinance regarding the definition of "Semiprivate Fence".

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2015-_____

**AN ORDINANCE AMENDING SECTION 2.02 OF
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING SEMIPRIVATE FENCES**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF AUGUST, 2015.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this ____ day of _____, 2015

ORDINANCE NO. 2015-_____

**AN ORDINANCE AMENDING SECTION 2.02 OF
THE VILLAGE OF LINCOLNWOOD ZONING ORDINANCE
REGARDING SEMIPRIVATE FENCES**

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

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

WHEREAS, Section 3.13 of the "Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), regulates the installation and maintenance of fences within the Village; and

WHEREAS, the Village President and Board of Trustees desire to amend the definition of "Semiprivate Fence" in Section 2.02 of the Zoning Ordinance ("**Proposed Amendment**"); and

WHEREAS, pursuant to notice duly published in the *Lincolnwood Review* on January 15, 2015, the Village Plan Commission conducted a public hearing on February 4, February 25, March 4, April 1, May 6, and June 3, 2015, concerning the Proposed Amendment; and

WHEREAS, at the conclusion of the public hearing, the Plan Commission made findings and recommended that the President and Board of Trustees adopt the Proposed Amendment; and

WHEREAS, having considered the findings and recommendations of the Plan Commission, the President and Board of Trustees have found and determined that the adoption of the Proposed Amendment, as set forth in this Ordinance, is in the best interests of the Village and its residents;

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

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

SECTION 2. DEFINITIONS. Section 2.02 of Article II of the Zoning Ordinance is hereby amended further to read as follows:

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

"2.02: DEFINITIONS.

* * *

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

* * *

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

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

[SIGNATURE PAGE FOLLOWS]

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

PASSED this _____ day of August, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of August, 2015.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of August, 2015.

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

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

Request For Board Action

REFERRED TO BOARD: August 18, 2015

AGENDA ITEM NO: 6

ORIGINATING DEPARTMENT: Finance

SUBJECT: Approval of an Ordinance Terminating the Designation of and Dissolving the Special Tax Allocation Fund for the Touhy-Lawndale Redevelopment Project Area

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On April 2, 1998, the Village adopted a series of ordinances creating a tax increment allocation financing (TIF) District for the Touhy-Lawndale Redevelopment Project Area. This newly created TIF district contained the property formerly known as the Illinois Tool Works site and which has now become a Lowe's Home Improvement Center. The Illinois TIF act permits a TIF district to exist for a maximum of 23 years. The Touhy-Lawndale TIF would ultimately expire in 2021.

To accomplish redevelopment in this area, the Village entered into a development agreement with the Lowe's Company to construct a store on this site. Public benefits of this agreement included not only a new Lowe's store (first in Cook County), but increased area storm water detention, land donated for a public parking lot and a new street connection and clean-up of environmental contamination.

The agreement with Lowe's called for a rebate of the TIF increment created in this TIF District and 25% of regular sales tax generated from this store for a period of twelve years, with a total cumulative maximum payment of \$6 million. The twelve year period has been reached and cumulatively, \$5,783,416.71 has been paid to Lowe's. While the final payment under this agreement was made to Lowe's on May 23, 2015, there will be a small "true-up" payment to Lowe's based upon resolution of an outstanding 2012 property tax appeal by Lowe's.

Early termination of this TIF District was discussed by the Village Board at the June 16, 2015 COTW meeting at which time the Village Board unanimously agreed to direct staff to prepare the documents to terminate the Touhy-Lawndale TIF District. Pursuant to this direction, attached is the proposed ordinance which would terminate the Touhy-Lawndale TIF District.

In preparation of this action, staff has sent this proposed termination ordinance to all taxing districts affected by the Touhy-Lawndale TIF District and informed them that the Village Board will be considering action on this item on tonight's agenda.

FINANCIAL IMPACT:

None.

DOCUMENTS ATTACHED:

1. Proposed Ordinance

RECOMMENDED MOTION:

Move to approve an Ordinance Terminating the Designation of and Dissolving the Special Tax Allocation Fund for the Touhy-Lawndale Redevelopment Project Area.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2015-_____

**AN ORDINANCE TERMINATING THE DESIGNATION OF
AND DISSOLVING THE SPECIAL TAX ALLOCATION FUND FOR
THE TOUHY-LAWNDALE REDEVELOPMENT PROJECT AREA**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ____ DAY OF _____, 2015.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
_____ day of _____, 2015

Village Clerk

**AN ORDINANCE TERMINATING THE DESIGNATION OF
AND DISSOLVING THE SPECIAL TAX ALLOCATION FUND FOR
THE TOUHY-LAWNDALE REDEVELOPMENT PROJECT AREA**

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

WHEREAS, on April 2, 1998, the President and the Board of Trustees of the Village adopted: (i) Ordinance No. 98-2403, approving a redevelopment plan and project ("**Redevelopment Plan and Project**") for an area generally including the properties located southeast of the intersection of Touhy Avenue and Lawndale Avenue in the Village ("**Touhy-Lawndale Redevelopment Project Area**"); (ii) Ordinance No. 98-2404, designating the Touhy-Lawndale Redevelopment Project Area as a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("**TIF Act**"); and (iii) Ordinance No. 98-2405, adopting tax increment allocation financing for the Touhy-Lawndale Redevelopment Project Area, all pursuant to the TIF Act; and

WHEREAS, the Touhy-Lawndale Redevelopment Project Area is legally described in **Exhibit A** attached to this Ordinance and is depicted on **Exhibit B** attached to this Ordinance, which exhibits are, by this reference, made a part of this Ordinance; and

WHEREAS, the Village has: (i) paid all redevelopment project costs provided in the Redevelopment Plan and Project for the Touhy-Lawndale Redevelopment Project Area; (ii) retired all obligations issued to finance these redevelopment project costs; (iii) distributed surplus funds deposited in the special tax allocation fund for the Touhy-Lawndale Redevelopment Project Area to affected taxing districts; and (iv) closed the books and records for the Touhy-Lawndale Redevelopment Project Area; and

WHEREAS, in accordance with Section 11-74.4-8(b) of the TIF Act, the President and Board of Trustees of the Village have determined that it is in the best interest of the Village and its residents to: (i) terminate the designation of the Touhy-Lawndale Redevelopment Project Area as a redevelopment project area under the TIF Act; and (ii) dissolve the special tax allocation fund for the Touhy-Lawndale Redevelopment Project Area;

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

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

SECTION 2. TERMINATION OF REDEVELOPMENT PROJECT AREA AND TAX INCREMENT ALLOCATION FINANCING. The President and Board of Trustees of the Village hereby terminate: (a) the designation of the Touhy-Lawndale Redevelopment Project Area as a redevelopment project area under the TIF Act; and (b) the adoption of tax increment allocation financing for the Touhy-Lawndale Redevelopment Project Area.

SECTION 3. DISSOLUTION OF SPECIAL TAX ALLOCATION FUND. The President and Board of Trustees hereby dissolve the special tax allocation fund for the Touhy-Lawndale Redevelopment Project Area.

SECTION 4. NOTICE. The President and Board of Trustees hereby authorize and direct the Village Clerk to provide, no later than November 1, 2015, written notice to all affected taxing districts of this Ordinance.

SECTION 5. FILING WITH COUNTY CLERK AND TREASURER; OTHER ACTION. The President and Board of Trustees hereby authorize and direct: (a) the Village Clerk to file certified copies of this Ordinance with the offices of the Cook County Clerk and the Cook County Treasurer; and (b) the Village Manager and Village Clerk to take any other action necessary to: (i) terminate the designation of the Touhy-Lawndale Redevelopment Project Area as a redevelopment project area under the TIF Act; and (ii) dissolve the special tax allocation fund for the Touhy-Lawndale Redevelopment Project Area.

SECTION 7. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this ____ day of _____, 2015

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____, 2015.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
____ day of _____, 2015

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

EXHIBIT A

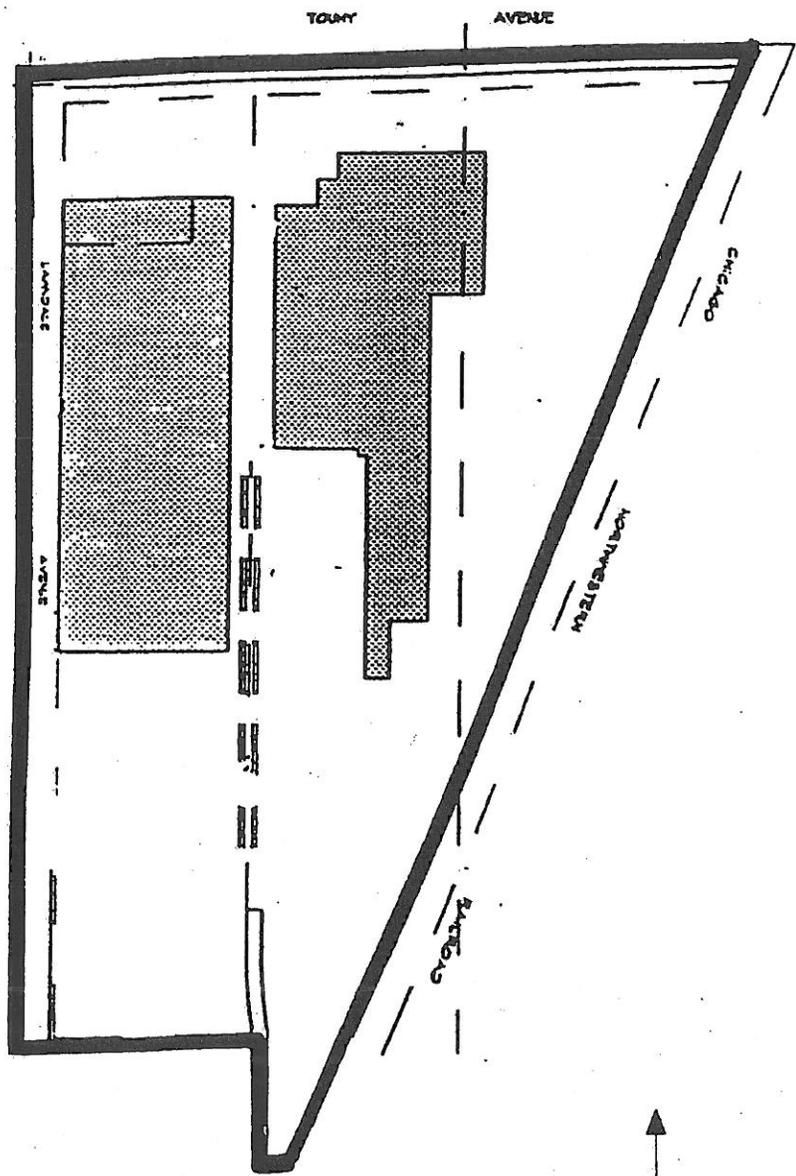
[LEGAL DESCRIPTION OF TOUHY-LAWNDALE REDEVELOPMENT PROJECT AREA]

VILLAGE OF LINCOLNWOOD PROPOSED TOUHY LAWDALE TIF DISTRICT LEGAL DESCRIPTION

That part of the N 1/2 of section 35, Twp 41N, Range 13 East of the Third Principal Meridian described as follows; beginning at the point of intersection of the North line of said Section 35 and the East line, extended North, of Lawndale Ave, thence South along the said extended East line and the East line of Lawndale Avenue a distance of 1,149.87 feet; thence East along a line parallel with the said North line of section 35 a distance of 250.11 feet; thence Southeasterly along a curved line, convex to the West and having a radius of 519.33 feet, an arc length of 48.06 feet; thence South 15°32'10" East, tangent to the last described curve, 30 feet to a point of tangency with a curved line; thence Southeasterly on said curve, convex to the East, having a radius of 317.06 feet, an arc length of 93.26 feet to a point in the Westerly line of the Chicago and Northwestern Railway; thence Northeasterly along the said westerly line to the North line of said Section 35 (said North line also being the center line of Touhy Ave); thence West along said North line to the point of beginning, Cook Co, IL.

EXHIBIT B

[MAP DEPICTING TOUHY-LAWNDALE REDEVELOPMENT PROJECT AREA]



**Touhy/Lawndale TIF District
Boundary Map**

North

TIF District Boundary 

Shaded Areas Represent Location
of Former Structures

Request For Board Action

REFERRED TO BOARD: August 18, 2015

AGENDA ITEM NO: 7

ORIGINATING DEPARTMENT: Police

SUBJECT: Approval of a Resolution Authorizing the Village Manager to Execute a Renewal Agreement with American Traffic Solutions, Inc. for a One-Year Period, to Expire on August 20, 2016

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village entered into an agreement with American Traffic Solutions, Inc. (ATS) in February, 2009 to provide a “police red light camera” automated traffic enforcement system for the east bound Touhy Avenue at Lincoln Avenue traffic signal. ATS has honored its agreement. As a result of the system, compliance with traffic laws has increased, the number of motor vehicle traffic crashes has been reduced and traffic safety has improved.

The Village has applied to the Illinois Department of Transportation for a second camera, and staff is negotiating a new contract. The current one year contract extension expires August 19, 2016. The recommended contract is intended to ensure there is no lapse in service during negotiations.

FINANCIAL IMPACT:

\$4,400 per month, plus 30% of Unpaid Fees Recovered by ATS Collections

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. Proposed One Year Renewal Agreement
3. February, 2009 Agreement

RECOMMENDED MOTION:

Move to approve a Resolution authorizing the Village Manager to execute a one year renewal agreement with American Traffic Solutions, Inc. for a police red light camera system in the amount of \$4,400 per month, plus 30% of unpaid fees recovered by ATS collections.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-_____

**A RESOLUTION AUTHORIZING THE EXTENSION OF THE
AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC.
FOR A POLICE RED LIGHT CAMERA SYSTEM**

WHEREAS, on February 20, 2009, the Village entered into a "Contract for Police Red Light Camera System" ("**Agreement**") with American Traffic Solutions, Inc. ("**ATS**") for ATS to provide, maintain, and operate a red light camera system in the Village; and

WHEREAS, the term of the Agreement was for 42 months commencing on the date of execution of the Agreement; and

WHEREAS, Section 3 of the Agreement provides that the term of the Agreement may be extended for additional one-year periods; and

WHEREAS, on August 20, 2013, the Village President and Board of Trustees adopted Resolution No. R2013-1752, authorizing the extension of the Agreement for an additional one-year period, beginning in August 2013; and

WHEREAS, on August 18, 2014, the Village President and Board of Trustees adopted Resolution No. R2014-1816, authorizing the extension of the Agreement for an additional one-year period, beginning in August 2014; and

WHEREAS, the Village and ATS now desire to extend the Agreement for an additional one-year period; and

WHEREAS, the Village President and Board of Trustees have determined that extending the Agreement with ATS for an additional one-year period will serve and be in the best interest of the Village;

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

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

SECTION 2. APPROVAL OF EXTENSION. The extension of the Agreement by and between the Village and ATS for a period of one year, upon the terms and conditions of the Agreement, is hereby approved.

SECTION 3. EXECUTION OF EXTENSION. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, any and all documents required to extend the Agreement with ATS for an additional one-year period.

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

PASSED this ___ day of _____, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2015.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
_____ day of _____, 2015

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

#25458795_v3

August 11, 2015

VIA U.S. MAIL AND ELECTRONIC MAIL

Mr. Timothy C. Wiberg
Village Manager
6900 N. Lincoln Ave.
Lincolnwood, IL 60712

**Re: Renewal of the Agreement between American Traffic Solutions, Inc. ("ATS")
and the Village of Lincolnwood ("Village")**

Dear Mr. Wiberg:

Pursuant to Section 3 of the Contract for Police Red Light Camera System by and between ATS and the Village (the "Agreement"), this is notice that ATS wishes to renew the Agreement for a subsequent one-year period, to expire on August 20, 2016.

Please sign your acknowledgement below of the Village's agreement to extend the term of the Agreement by another year.

Sincerely,

American Traffic Solutions, Inc.



George J. Hittner
General Counsel and Corporate Secretary

ACKNOWLEDGED this ____ day of August 2015:

By: _____
Timothy C. Wiberg
Village Manager

cc (via e-mail): Robert LaMantia, Chief of Police
Hart Passman
Andrew Fiske

RESOLUTION NO. R2008-1478

RESOLUTION AUTHORIZING AN AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS,
INC. TO PROVIDE A RED LIGHT CAMERA SYSTEM

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

WHEREAS, the corporate authorities have considered the findings and recommendations of the Lincolnwood Police Department regarding an agreement providing for the lease of a Red Light Camera System from American Traffic Solutions, Inc. for \$4,400 per month for 36 months, plus up to \$14,000 to pay for the cost to upgrade the traffic signals at Lincoln Avenue and Touhy Avenue to current Illinois Department of Transportation standards, and concur with these findings and recommendations.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lincolnwood, Cook County, Illinois, as follows:

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

SECTION 2. APPROVAL. The Agreement by and between the Village and American Traffic Solutions, Inc. for the provision of the Red Light Camera System, in substantially the form attached as *Exhibit A*, ("Agreement") is hereby approved

SECTION 3. AUTHORIZATION AND EXECUTION. The Village President and the Village Clerk are authorized and directed to execute and seal, on behalf of the Village, the Agreement, only after receipt by the Village Clerk of at least two original copies of the Agreement executed by American Traffic Solutions, Inc.

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

AYES: TRUSTEES LBOVITS, SPROGIS-MAROHN, HEIDTKE, PATEL, FROMAN, ELSTER

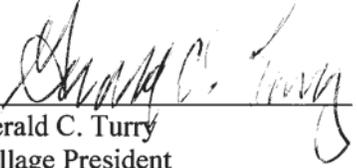
NAYS: NONE

ABSENT: NONE

APPROVED BY ME THIS 18TH DAY OF DECEMBER, 2008

PASSED THIS 18TH DAY OF DECEMBER, 2008

APPROVED THIS 18TH DAY OF DECEMBER, 2008



Gerald C. Turry
Village President

ATTEST:



Beryl Herman
Village Clerk

February 4, 2009

Mr. Robert LaMantia
Chief of Police
Village of Lincolnwood, Illinois
6900 Lincoln Avenue
Lincolnwood, IL 60712

RE: *Contract for Police Red Light Camera System between the Village of Lincolnwood, Illinois and America Traffic Solutions, Inc.*

Dear Chief LaMantia:

Enclosed are three original, partially-executed versions of the above-referenced Contract signed by Adam Tuton, Chief Operating Officer on behalf of ATS. Once you have fully executed the Contract please send a fully-executed original version to the following address:

Adam Tuton
American Traffic Solutions, Inc.
7681 E. Gray Road
Scottsdale, AZ 85260

Please let me know if you have any questions or if I may be of further assistance.

Very truly yours,

American Traffic Solutions, Inc.



Linda Welsch
Executive/Legal Assistant to
Adam Tuton, Executive Vice President, COO

Enclosure

February 20, 2009

VIA FEDERAL EXPRESS

Mr. Robert LaMantia
Chief of Police
Village of Lincolnwood, Illinois
6900 Lincoln Avenue
Lincolnwood, IL 60712

**RE: *Acceptance Signature Page for Contract for Police Red Light Camera System
between the Village of Lincolnwood, Illinois and America Traffic Solutions, Inc.***

Dear Chief LaMantia:

Enclosed are two original, partially-executed versions of the above-referenced Acceptance Signature Page for the Contract signed by Adam Tuton, Chief Operating Officer on behalf of ATS. As we discussed you will insert the new signature page into the Contract as a new Page 13 directly following the original signature Page 12. Once you have fully executed the Contract please send a fully-executed original version to the following address:

Adam Tuton
American Traffic Solutions, Inc.
7681 E. Gray Road
Scottsdale, AZ 85260

Please let me know if you have any questions or if I may be of further assistance.

Very truly yours,

American Traffic Solutions, Inc.



Linda Welsch
Executive/Legal Assistant to
Adam Tuton, Executive Vice President, COO

Enclosure

VILLAGE OF LINCOLNWOOD

CONTRACT FOR POLICE RED LIGHT CAMERA SYSTEM

Full Name of Bidder American Traffic Solutions, Inc. ("**Bidder**" / "**ATS**")Principal Office Address 7681 East Gray Road, Scottsdale, AZ 85260

Local Office Address _____

Contact Person Greg ParksTelephone (913) 575-2912 Fax (480) 607-0901

TO: VILLAGE OF LINCOLNWOOD
 POLICE DEPARTMENT
 6900 LINCOLN AVENUE
 LINCOLNWOOD, IL 60712

Bidder warrants and represents that Bidder has carefully examined this Contract and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, which are securely stapled to the end of this Contract and the provisions thereof that are part of this Contract are incorporated herein for ease of reference.

1. Services Proposal

A. Contract and Services. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Village's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "**Services**":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary design, work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the provision and operation of an automated traffic law enforcement system for the enforcement of red light violations as authorized by the Illinois Vehicle Code, 625 ILCS 5/1-100 et seq. ("**Red Light Camera System**") at such locations in Lincolnwood, Illinois (collectively, "**Services Site**") as may be designated by the Village pursuant to this Contract from time to time;
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards for the operation of a Red Light Camera System, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Services shall be fully provided, performed, and completed in accordance with the specifications outlined in and attached to this Contract.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Village repair or replace, damage done to, and any loss or injury suffered by, Village, the Services, the Services Site, or other property or persons as a result of the Services.

D. Inspection/Testing/Rejection. Village shall have the right to inspect all or any part of the Services and to reject all or any part of the Services that is, in Village's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Village, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Services necessary to complete or correct all or any part of the Services that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Services so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. To provide a turnkey Red Light Camera System as described in this Contract, the following fees:

Item	Fee
Axis™ RLC-300 Red Light Camera System monitoring rear images up to 4 lanes, image processing, data entry, in-state registered owner acquisition, NLETS out-of-state registered owner acquisition; final quality control review, access to web-based Axis™ VPS for Police Review, 1st notice printing in color, postage and mailing, electronic notice file transmission to court system, evidence packages for scheduled hearings, lockbox payment processing services, and including any necessary traffic signal upgrades required for Illinois Department of Transportation permit approval	Monthly Fee Per Approach \$4,400
Delinquent collections of unpaid violation fines	30% of delinquent fines collected
Upgrade existing traffic control signals at the intersection of Lincoln and Touhy to Light Emitting Diodes (LED) in accordance with all Illinois Department of Transportation (IDOT) requirements.	\$14,000, payable in 42 equal monthly payments of \$333.33

B. Basis For Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change, except that the Monthly Fee Per Approach will be fixed for the first 12 months that the fee is payable under Section 3 of this Contract, and that each year thereafter the Monthly Fee Per Approach shall be adjusted to conform with the percentage increase in the Consumer Price

Index, defined as Consumer Price Index- All Urban Consumers for the Chicago -Gary-Kenosha Metropolitan Statistical Area ("CPI-U"), for the previous 12-month period.

2. Village is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Schedule of Prices.

C. Time Of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

1. Monthly fees shall be billed by the Bidder to the Village following the end of each calendar month and shall be itemized by intersection and approach or other text to accurately describe the basis of the fee. No monthly fees shall be billed by the Bidder to the Village until the Village has accepted and approved the Services necessary for operation of the Red Light Camera System at a particular intersection and approach, and no monthly fees shall be billed by the Bidder to the Village for periods in which the Village has not authorized operation of the Red Light Camera System, including the initial 30 day period that the Red Light Camera System becomes operational at an intersection and during which only warning notices will be issued to violators for violations recorded at that intersection.
2. All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.
3. If the Village exercises its right to terminate this Contract for convenience pursuant to Section 8.P of this Contract before providing the last monthly payment for the upgrade cost for the traffic light signals at Lincoln and Touhy as provided in Section 2.A of this Contract, the Village will pay the remaining balance of the upgrade cost to ATS within 45 days of delivery of the Village's notice of termination.
4. In the event that the Village elects to implement the Red Light Camera System in additional locations that require upgrades of existing traffic signals to comply with all IDOT requirements, the Village agrees to reimburse ATS for the cost of those upgrades, which cost will be determined by the Village in consultation with ATS, in equal monthly payments over the term of this Contract in substantially the manner set forth in Subsection 2.A of this Contract for the cost of signal upgrades for the intersection of Lincoln and Touhy.

3. Contract Time Proposal

Time is of the essence of this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days. If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence the Services within 10 days following Village's acceptance of this Contract provided Bidder shall have furnished to Village all bonds and all insurance certificates and policies of insurance specified in this Contract ("**Commencement Date**"). If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall perform the Services diligently and continuously throughout the term of the Contract.

The initial term of this Contract shall be for 42 months commencing on the date of execution by both parties. The Contract may be renewed, upon the terms and conditions herein including without limitation the schedule of prices in Subsection 2.A of this Contract, for additional one year periods following notice from the

Bidder that it desires to renew the Contract not less than 90 days prior to the expiration of the initial term or any then current term.

4. Financial Assurance

A. Insurance. If this Contract is accepted, Bidder proposes and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Village's acceptance of this Contract. For good cause shown, the Village may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to the Village and from companies with a general rating of A-, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to the Village. Such policies shall be for terms not less than six months and shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. Such policies shall be in a form, and from companies, acceptable to Village. The Village and any highway authority with jurisdiction over the Services shall be named as an additional insured on these certificates and policies of insurance. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Services are as follows:

1. Workers' Compensation and Employer's Liability. Limits shall not be less than:

Workers' Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. **Umbrella Liability.** Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Policy shall apply in excess of the limits stated in 1, 2 and 3 above.

B. **Indemnification.** If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Village against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Bidder, except to the extent caused by the sole negligence of or the intentional willful or wanton act of the Village or its employees, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

C. **Penalties.** If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Services or any part thereof.

D. **Bond.** The Bidder must supply the Village with a Performance Bond ("Bond"), on a form provided by, or otherwise acceptable to, the Village. The Performance Bond must be in the amount of twenty thousand dollars (\$20,000.00) for each approach where the System is installed. The Bond must cover the construction, installation, relocation, and removal of any Equipment pursuant to this Contract. The Bidder must supply the Bond to the Village prior to construction and installation of any Equipment. If the Bidder fails to furnish the Bond prior to the construction and installation of any Equipment, then the Bidder must pay to the Village two hundred dollars (\$200.00) per day as liquidated damages until the Bond are supplied, the Bidder having agreed that that this liquidated damages amount is a fair estimate of the amount of damages that said Village will sustain due to the Bidder's failure to furnish the Bond.

5. **Firm Proposal**

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Village accepts this Contract within 120 days after the date this sealed Contract is opened.

6. **Bidder's Representations and Warranties**

In order to induce Village to accept this Contract, Bidder hereby represents and warrants as follows:

A. **The Services.** The Services, and all of its components, shall be of merchantable quality; shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized firms providing Red Light Camera Systems in performing services of a similar nature in existence at the time of performance of the Services, shall strictly conform to the requirements of this Contract, including without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties

expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Village.

B. Compliance with Laws. The Services, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including the Illinois Vehicle Code, 625 ILCS 5/1-100 *et seq.* The Bidder shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services is provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*

Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's, or its subcontractors', performance of the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

C. Not Barred; No Collusion. Bidder is not barred by law from contracting with Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Sec. 33E-3 or Sec. 33E-4 of Art. 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

Bidder hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the Village prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation if at any time it shall be found that the Bidder has, in procuring this Contract, colluded with any other person, firm, or corporation, then Bidder shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void.

D. Patriot Act Compliance. The Bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Bidder further represents and warrants to the Village that the Bidder and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Bidder hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

E. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Services successfully and promptly and to commence and complete the Services within the Contract Price and Contract Time Proposals set forth above.

7. **Specifications**

Bidder has thoroughly examined this Contract, including the specifications for the Services attached hereto as Exhibit A.

8. **Acknowledgments**

In submitting this Contract, Bidder acknowledges and agrees that:

A. **Reliance.** Village is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. **Reservations of Rights.** Village reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the instructions to Bidders.

C. **Acceptance.** If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Village's written notification of acceptance in the form included in this bound set of documents.

D. **Remedies.** Each of the rights and remedies reserved to Village in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

If it should appear at any time that Bidder has failed or refused to provide, or has delayed in the provision of, the Services in full compliance with the requirements of this Contract, or has attempted to assign this Contract or Bidder's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract ("***Event of Default***"), and has failed to cure any such Event of Default within five business days after Bidder's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. The Village may require Bidder within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Bidder and the Services into strict compliance with this Contract.
2. The Village may terminate this Contract immediately without liability for further payment of amounts due, if any, or to become due under this Contract.
3. The Village may recover from Bidder any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default.
4. The Village may recover any damages suffered by the Village.

E. **No Waiver.** No examination, inspection, investigation, test, measurements, review, determination, decision, certificate, or approval by Village, whether before or after Village's acceptance of this Contract; nor any information or data supplied by Village, whether before or after Village's acceptance of this Contract; nor any order by Village for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Services by Village; nor any extension of time granted by Village; nor any delay by Village in exercising any right under this Contract; nor any other act or omission of Village shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Services, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement of provision of this Contract; or of any remedy, power, or right of Village.

F. Severability. The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provisions of this Contract shall be in any way affected thereby.

G. Amendments. No modification, addition, deletion, revision, alternation, or other change in this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Village and Bidder.

H. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Village, which consent may be withheld in the sole and unfettered discretion of the Village; provided, however, that Bidder may, upon written notice to the Village, assign this Contract to a corporation controlled by, controlling or under the common control of Bidder. The Village's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. The Village may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Bidder.

I. Entire Agreement. This Contract sets forth the entire agreement of the Village and the Bidder with respect to the accomplishment of the Services, and there are no other understandings or agreements, oral or written, between the Village and the Bidder with respect to the Services and the compensation therefor.

J. Governing Law; Changes in Laws. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

K. Contract Not Exclusive. This Contract is not exclusive. If determined by the Village to be appropriate or necessary to the Village, its residents, or motorists within the Village, then the Village, in the exercise of its sole discretion, may select additional Bidders to perform the Services and may terminate this Contract or any other contract as to the Bidder or any one or more other Red Light Camera System firms in accordance with the terms of this Contract.

L. No Third Party Beneficiaries. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Bidder shall be made or be valid against the Village.

M. Binding Effect. This Contract shall be binding on the Village and Bidder and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

N. Relationship of the Parties. Bidder shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between the Village and Bidder or (2) to create any relationship between the Village and any subcontractor of Bidder.

O. Termination for Cause. The Village and Bidder shall have the right to terminate this Contract immediately by written notice to the other if (i) Illinois law is amended to prohibit or substantially change the operation of "automated traffic law enforcement systems," as defined in the Illinois Vehicle Code; (ii) any court having jurisdiction over the Village rules, or state or federal statute declares, that results from the Red Light Camera System are inadmissible in evidence; or (iii) the other party commits any material breach of any of the provisions of this Contract which breach is not remedied within twenty (20) calendar days (or within such other time period as the Village and the Bidder shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-breaching party setting forth in reasonable detail the events which caused the breach.

P. Village's Right to Terminate For Convenience. In addition, the Village shall have the right to terminate this Contract upon ten (10) days written notice for any reason. Notwithstanding the provisions of Section 8.U of this Contract, mailing of such notice of termination shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. The rights to terminate this Contract shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach of this Contract.

Q. Termination for Village's Unremedied Material Breach. If this Contract is terminated for cause by the Bidder due to the Village's unremedied material breach pursuant to Section 8.O of this Contract, the Bidder shall be paid for services rendered to date, subject to set off for any damages, losses or claims against the Village resulting from or relating to Bidder's performance or failure to perform under this Contract.

R. Termination resulting from Judicial Restraint. This Contract is subject to termination by either party if either party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Contract. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination.

S. Village's Right to Terminate if Bidder's Performance is Impossible. If because of death or any other occurrence, including, but not limited to, the Bidder becoming insolvent, it becomes impossible for any principal or principals of the Bidder to render the services set forth in this Contract, neither the Bidder, nor its surviving principals shall be relieved of their obligations to complete the services defined in this Contract. However, in such an occurrence, the Village at its own option may terminate this Contract if it is not furnished evidence that competent services can still be furnished.

T. Removal of Equipment. In the event of termination of this Contract, the Bidder shall remove any and all equipment from Village property and rights-of-way at Village request, at no cost to the Village. If not removed within 30 days, the Village reserves the right to remove all such equipment and charge the Bidder for all costs for removal of the equipment.

U. Notices. All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested. Notices and communications directed to the Village shall be addressed and delivered as follows:

Robert LaMantia
Chief of Police
Village of Lincolnwood
6900 Lincoln Avenue
Lincolnwood, IL 60712

with a copy to:

Steven M. Elrod, Esq.
Holland & Knight LLP
131 South Dearborn, 30th Floor
Chicago, IL 60603

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12. Explain Bidder's background, including longevity and financial stability.
13. Has Bidder had a workforce reduction during the past 5 years? If yes, provide details regarding workforce reductions: percentage of workforce and areas affected, senior management team changes, etc.
14. Describe how Bidder measures customer satisfaction for hardware, software, and customer service and support. Please include your rating scale.
15. List all pending or past litigation, liens or claims filed against Bidder under this or previous names.
16. Indicate the percentage of Red Light Camera System contracts in the history of Bidder (under this or previous names) that have been and have not been completed on their original schedule.
_____ On Schedule _____ Not On Schedule
17. What percentage of Red Light Camera System contracts in the history of Bidder (under this or previous names) were never completed and why?
18. Describe Bidder's internal performance measures to quantify key customer support, responsiveness, such as: issues resolved on first call, average call duration and average time to reach issue resolutions, etc.
19. List the reasons why Bidder lost Red Light Camera customers and the number of customers lost for each reason.
20. What current certifications does your staff hold?
21. Describe Bidder's development environment.
22. List Bidder's past dealings with Federal, State, County and local governments in obtaining permits to install, service, and remove equipment.
23. Highlight Bidder's dealings with states other than Illinois in obtaining state department of transportation permits.
24. List Bidder's dealings with states other than Illinois where permits were denied and the reasons for denial.
25. Highlight Bidder's dealings with the State of Illinois in obtaining IDOT permits.
26. List Bidder's dealings with IDOT where permits were denied.
27. Include remedies that Bidder took to have any denied permits approved.
28. List any unexpected costs that were incurred as a result of problems with acquiring permits.
29. List situations where these permits were passed on to the customer.
30. Provide Bidder's past three years of audited financial statements.
31. Explain the software upgrade process. Describe the role of Bidder's customers during the upgrade process.
32. How many major software upgrades has Bidder issued during each of the last three years?
33. Describe when and how Bidder's customers are informed of upcoming software changes and/or additions in an upgrade or software patch.
34. What database technology is used in Bidder's system?
35. Does Bidder provide a complete written set of user manuals for all software packages?
36. What is Bidder's recommended process for backing up the server and the database?
37. Does Bidder provide an on-line help service?
38. Describe the minimum and recommended hardware/software requirements for your System.
39. If there is any required 3rd party software, who provides the customer support?
40. If the Bidder provides the hardware, does the software come pre-loaded on the machines (reducing onsite time)?

- 41. Describe what other software has to be loaded besides the Bidder software, if any?
- 42. What are the Web server minimum requirements and the operating system requirements for Web enabled applications?
- 43. Does Bidder's system have a training mode?
- 44. Does Bidder provide "live" onsite training to all designated users before going live?
- 45. Does Bidder provide thorough training and documentation for Train-the-Trainer personnel?
- 46. Does Bidder provide an on-line tutorial to assist with training of future users?
- 47. Please provide a release history of proposed software applications to include:
 - Original development organization
 - Date of first release
 - Date of current release
 - Number of releases since original version
 - Any known software conflicts
- 48. Describe the approach and resources needed to implement Bidder's product.
- 49. Attach a proposed implementation schedule with key activities and milestones.

BIDDER TEMPLATE PLAN – Include on separate sheets of paper and submit with this Contract (Bidder shall complete all of the following items prior to execution and submission of this Contract to the Village)

Bidder shall submit a template plan showing the installation of a Red Light Camera System at a four-way intersection consisting of four lanes and one turn lane in each direction (left and right). The plan shall show all equipment, construction, and materials required and shall include all items listed in Sections 8 and 10 of Exhibit A to this Contract.

Signature of Bidder or Authorized Agent: _____ 

(CORPORATE SEAL)

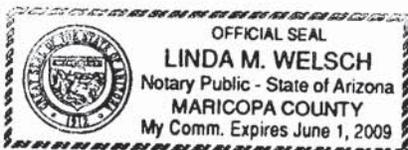
Printed Name: Adam Tuton

Title/Position: Executive Vice President /COO

Subscribed and Sworn to

Before me this 4th day of February 2009

Linda M. Welsh
Notary Public



ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of **Village of Lincolnwood** ("Village") this _____ day of _____, 2009.

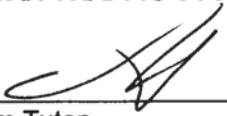
This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Services and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Village without further notice of objection and shall be of no effect nor in any circumstances binding upon Village unless accepted by Village in a written document plainly labeled "Amendment to Contract." Acceptance or rejection by Village or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

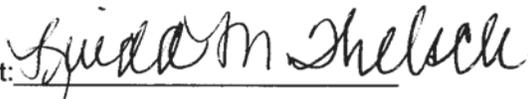
VILLAGE OF LINCOLNWOOD

By: 
Village Manager
ADMINISTRATOR

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by American Traffic Systems, Inc. this 20th day of February, 2009.

AMERICAN TRAFFIC SYSTEMS, INC.

By: 
Adam Tuton
Its: Executive Vice President, COO

Attest: 

X (13) RL

EXHIBIT A

SPECIFICATIONS FOR A RED LIGHT CAMERA SYSTEM

1. ATS will provide a "turnkey" Red Light Camera System, including the Axis RLC-300 Red Light Camera System and Axis VPS Violation processing software, in conformance with this Contract and with ATS's February 11, 2008 Response to Requests for Proposal ("Proposal"), which Red Light Camera System, as provided in the Proposal and this Contract, at a minimum, automatically detects violations, records violation evidence (including still images, continuous video clips, and data), transmits violation data and images via a secure Internet connection, coordinates state vehicle licensing data, pre-reviews violation data for Village approval, and provides flexible means for the payment of violation notices and the adjudication of violations.
2. ATS shall provide a Red Light Camera System that includes both still photos and video evidence of each violation, including the date and time of day, location, motor vehicle committing a suspected violation, unobstructed view of rear license plate, color of traffic signal, and photo number or similar way to identify the image, in conformance with ATS's proposal, including without limitation:
 - 2.1. Still Images, including at least two high resolution still images recorded from the back of the vehicle that contain all information necessary to prosecute a violation under Illinois law
 - 2.2. Violation data, including without limitation the date, time of day, time the light has been red, location identifier, and lane number, as specified by the Village
 - 2.3. Video imaging system that captures and stores continuous and separate full motion video clips of the intersection, including the scene and key violation data for each violation event. Video clips must be transmitted securely along with still images of the violation. The video system must provide the Village with the ability to view the intersection in real-time over the Internet, and video clips must be easily accessible via Internet. Recorded video clips can be accessed and even downloaded by an authorized user via a secure Internet connection at no additional cost. The video system must provide for adjustable recording speeds, and must save all digital video data for at least 30 to 60 days, and be able to be configured to retain longer periods.
3. ATS shall work with the Village to develop a series of traffic safety reports based on system data, in the event required information is not already accessible, including, without limitation, the following information:
 - 3.1. The number of events recorded by intersection approach
 - 3.2. The number of events recorded that are not billable
 - 3.3. The total number of controllable and non-controllable events that are lost by approach
 - 3.4. The number of events recorded that are forwarded to the police
 - 3.5. The number of citations authorized and mailed by month of issuance
 - 3.6. The number of citations returned as undeliverable
 - 3.7. Traffic volume data and vehicle counts by time of day, lane, and day of week
4. ATS shall provide all hardware and software necessary to allow use of the Red Light Camera System, including upgrades, at no additional cost to the Village, including without limitation the Axis RLC-300 red light camera system hardware and Axis VPS violation processing system.
5. ATS shall not issue any media or public relations information commenting on the Village's Red Light Camera System unless approved in writing in advance by the Village, either before or after contract award. All public awareness activities will be coordinated directly with the appropriate Village staff.
6. Installation of ATS's equipment shall include only the minimum possible alteration to pavement or pavement cutting. Red Light Camera System hardware must be programmable and must be low wattage with minimal extraneous illumination and flash effects, as presented in ATS's Proposal. Red Light Camera System hardware will consist either of an above-ground laser detection system or a wireless sensor system, to be

determined by the Village in its sole discretion. ATS will coordinate with the Village Engineer to implement the most appropriate detection system, as approved by the Village Engineer, in conformance with the following options presented in ATS's proposal:

- 6.1. Video vehicle detection, including without limitation the capability to detect and capture violations at speeds below 5 mph, at high speeds, and in all types of weather; or
 - 6.2. Wireless Vehicle Detection, including without limitation the capability to detect and capture violations at speeds below 5 mph, at high speeds, and in all types of weather
7. From point of capture, all camera photographs and accompanying video sequences must be capable of secure storage and transmission.
- 7.1. Images will be collected using a dedicated high speed telecommunications line to each camera. Images will be transmitted from the camera to the collection point through a 3DES encrypted VPN tunnel secured by Cisco firewall, switching, and router gear. In the event of a network communication failure, the camera units will have the ability to store violation and data images locally. In the event of an extended network outage, the data can be physically collected daily by proposer's field technicians. Live video streams can be saved for up to 90 days depending on system settings and configuration.
8. ATS shall provide a fully web enabled citation processing system that includes data processing, initial screening of data, efficient delivery of data to local law enforcement for review and citation authorization, citation mailing, and incorrect address notification.
- 8.1. ATS will implement the Axis VPS system with violation processing functionality as described in ATS's proposal, including, without limitation, the following violation processing steps:
 - 8.1.1. Field service image quality audits
 - 8.1.2. Chain of custody support
 - 8.1.3. Digital image loading, image cropping, and image enhancement
 - 8.1.4. Initial image review and license entry
 - 8.1.5. Extensive United States and Canada DMV accessibility through NLETS
 - 8.1.6. Multiple plate types selection screens
 - 8.1.7. Routing of violations to the Contract Administrator to review those with fictitious plates, altered plates, suspended plates or those reported stolen
 - 8.1.8. Quality control image review by a second operational Village staff member
 - 8.1.9. Citation printing and mailing
 - 8.1.10. Web, lockbox, or IVR payment processing and tracking
 - 8.1.11. Document escalation/process serving for overdue or unpaid citations/notices
 - 8.1.12. Postal returned mail processing
 - 8.1.13. Transfers of liability based on identification of the driver
 - 8.1.14. Customer call handling and support
 - 8.1.15. Hearing and adjudication support including automated evidence package generation
 - 8.1.16. Inbound and outbound customer correspondence management
 - 8.1.17. Statistical, financial, and operational report generation
 - 8.1.18. Archiving, data management and security

- 8.2. Citation and Violation processing functionality must include:
 - 8.2.1. Image cropping and tuning ability for authorized Village personnel to make contrast or color adjustments to the image to optimize enforceability.
 - 8.2.2. License Plate Entry
 - 8.2.3. Motor Vehicle Registration Data Acquisition Certified by National Law Enforcement Telecommunication System (NLETS)
 - 8.2.4. Vehicle Make and Model type Selection
 - 8.2.5. Final Vendor Review. ATS technicians will verify, prior to transmitting violation information to the Village, that the vehicle license plate, registration information, and vehicle information matches the vehicle shown in the images.
 - 8.2.6. Police Review. Violation images will be transmitted to the Village on a daily basis for review. Authorized Village personnel shall have the final review of all violations and their images. The Village will have the sole authority to determine whether a violation exists or a citation will or should be issued. No citation may be issued to a violator without the prior authorization of the Village. The Village may elect, in its sole discretion, to issue a warning instead of a citation for violations identified by the Red Light Camera System. During the initial 30 day period that the Red Light Camera System becomes operational at an intersection, only warning notices will be issued to violators for violations recorded at that intersection. The Village shall have the sole discretion to determine what constitutes a violation, including without limitation the determination of the length of time after a red signal after which a violation is said to occur. Using any computer connected to the Internet over a VPN connection to be implemented between ATS and the Village and secured through a VPN 3DES encryption, assigned Village personnel can view, approve, or discard any images of violations. The Village may elect to transmit rejected violations as warnings. The Village will be able to record on the Red Light Camera System the reason(s) why citations are not approved. A complete audit trail identifying the reasons citations were rejected, and the number of citations rejected for each reason(s), will be maintained.
 - 8.2.6.1. Warning module. The Red Light Camera System must include a warning module enabling Village personnel to designate certain violations as warnings, which will be generated and mailed to violators as a warning notice in the same manner in which citations are generated and mailed to violations. The system must be able to record the reason(s) why violations are designated and issued as warnings.
 - 8.2.7. Citation Generation and Mailing. Once each citation is approved, the Red Light Camera System will automatically issue a notice to the violator within the time frame defined by the Village.
 - 8.2.8. Bad Address Notification. The U.S. postmaster will be instructed to forward citations to the new address. Undelivered email will be researched for better address information and re-sent.
 - 8.2.9. Violator inquiries
 - 8.2.10. Citation Data Processing (including software)
 - 8.2.10.1. Designed to ensure the preservation of the chain of custody of evidence for each recorded violation so that backup data and documentation can be easily retrieved when needed.
 - 8.2.10.2. Carried out in a secured facility using a data processing system with appropriate security features and firewalls
- 8.3. Prepare and mail citations to vehicle registered owners
- 8.4. Answer telephone inquiries
- 8.5. Schedule violator appointments. ATS will manage hearing requests from persons receiving violation notices and will schedule hearings and appeals on days at times designated by the Village.

- 8.6. Provide court-requested information and support court hearings and administrative adjudications. ATS shall provide an evidence package for each violation on which a hearing is requested, and provide the package in sufficient time and in a form that is suitable for presentation to the court. The package must be Adobe format and include: the violation images and data, violator history, document history, and any other relevant documents (such as letters from the defendant) that may be included in the file one week prior to each scheduled hearing. The software will include the ability to present all the violation information online, the ability for the hearing officer or judge to enter the adjudication results securely via a web browser interface and generate the final decision or order (sometimes called the Notice of Determination). ATS shall provide expert testimony at contested court hearings as necessary and at no cost to the Village, including, without limitation, testimony concerning the operation and maintenance of the System, the determination of violations, and the issuance of citations.
- 8.7. Prepare monthly progress reports
- 8.8. Maintain service and inspection logs that record all inspections and preventative maintenance activities and are accessible for any court proceedings.
- 8.9. Provide immediate notification of any system flaws.
- 8.10. Provide a plan to address identified system flaws as they occur, which plan should include a process to stop the issuance of citations and to withdraw any citations already issued during the flawed operation. All flaws must be corrected within 72 hours of notification of the flaw. If the Village determines, in its sole discretion, that any flaw may impact the validity of any citation, no citations will be issued until the flaw is corrected and any citations issued that are affected by the flaw will be withdrawn.
- 8.11. On-going public education and information program will be coordinated directly with the appropriate Village personnel, and prior approval by the Village of content in all media and public education materials will be strictly required and must include:
 - 8.11.1. Clear description of the operation of the red light camera equipment in non-technical terms
 - 8.11.2. Clear statement of project objectives
 - 8.11.3. Description of the advantages of automated enforcement.
 - 8.11.4. Explanation of other measures being taken to improve safety at intersections. All signs will be provided by ATS at no additional cost to the Village.
 - 8.11.5. Description of the use of the red light camera program revenues
 - 8.11.6. Educational and informational materials including but not limited to posters, mailings, handouts, media, warning notices, billboards, warning signs, press releases, slogans.
- 8.12. On-going program assessment
 - 8.12.1. Continual analysis of violation and crash data. The software must have reporting features to enable preparation of summary reports, issuance rate reports, performance reports by location, user reports and statistical graphs, all in Microsoft Excel format.
 - 8.12.2. Pre and post installation study periods in order to measure program's effectiveness
 - 8.12.3. Reapplication for any required permits
 - 8.12.4. Periodic meetings to discuss survey results and make recommendations
- 8.13. Plan for Citation Issuance Required. ATS will supply a detailed plan that complies with statutory requirements and that addresses:
 - 8.13.1. How citations for commercial or rental car vehicles will be addressed
 - 8.13.2. Maximum number of days before data is available for access by the Village's reviewing officer

- 8.13.3. Maximum number of days before citations are reissued to violators following registered owners disputed responsibility and subsequent violator identification
 - 8.13.4. Established enforcement thresholds that are consistent with current methods
 - 8.13.5. Number of days allowable from the date of the violation occurrence before citations can be mailed, if different from applicable legal requirements
 - 8.13.6. Period warning citations are issued after the program begins
 - 8.13.7. Clear specification of photographic data requirements for issuing citations, including the red signal indication, vehicle speed and the time elapsed since onset of red
 - 8.13.8. Warning signs or signals that are in compliance with the Manual on Uniform Traffic Control Devices (MUTCD), are provided in new condition, and, if not in the MUTCD, are conforming to the requirements of the highway authority with jurisdiction
 - 8.13.9. MUTCD and ITE recommended lengths of yellow light interval times
 - 8.13.10. Listed and other recommended sites (based on accurate crash data or high traffic volume)
- 8.14. Payment processing. Payments of violations will be processed by ATS through the Red Light Camera System. All billing and collections of fines for violations shall be in the name of the Village and on its behalf. Violators must have the option of paying citations via United States mail (lockbox), online via the Internet (web), or by phone. Violators must be able to submit payment via check, money order, or credit card (Mastercard, Visa, American Express). ATS will invoice and collect all fines for violations and transmit them to the Village. ATS will transfer all funds collected on behalf of the Village on a weekly basis to an account designated by the Village via electronic transfer, wire, or such other means designated by the Village in its sole discretion. ATS may not hold funds collected on behalf of the Village for any time period longer than necessary to collect the funds from violators and transmit those funds to the Village's designated account no later than the first business day of the following week. Violators will be responsible only for payment of the applicable fine for the violation, and ATS may not charge any additional fees to violators of any kind or nature, including without limitation service or convenience fees related to the processing of payments, except that a violator paying by credit card will be subject to the actual credit card processing costs incurred by ATS to process credit card payments, in the amount of no more than \$3.25. The Red Light Camera System will track payments by payment source (lockbox, web, or phone) and payment method (check, money order, or credit card). Payment processing will include the capacity to, without limitation, handle applied payments, unapplied payments, overpayments, refunds, adjustments, dismissals and reversals.
- 8.14.1. ATS shall maintain a written record of all payments of violations for at least two years after receipt of payment, and shall maintain a written record of all unpaid or uncontested violations for at least seven years after issuance of the violation.
 - 8.14.2. ATS shall, where violations are not paid or contested within 30 days of the issuance of a citation, only upon the direction of the Village and only pursuant to written procedures approved in advance by the Village, institute collection proceedings to recover unpaid fines, including without limitation a two-step written notice procedure that provides for the issuance via first class mail, postage prepaid, of preliminary and final written notices to violators stating that violation fines are unpaid and will be subject to collection if payment is not received by a date certain. ATS shall receive, as a fee, the percentage of collected funds provided in Subsection 2.A of this Contract.
9. ATS must be able to provide a secure, internet-based website viewing capability to members of the public who receive mailed citations. Copies of all violation images, both still images and video clips, will be available on the website 24 hours a day, seven days a week. Violators will be provided with instructions on their violation notice allowing them to log onto the website using the notice number and PIN number provided on the violation notice. A help link will be provided on the website to provide additional log-in instructions. ATS will work with the Village to determine what elements and information they want available for the public to view. The website security certification will be secured via the Thawte certification authority through a two

part authentication and verification process which will guarantee the privacy of information on the website and protect information in transmission between the web server and the Village's web browsers using 256, 128, 56 or 40-bit encryption depending on the Village's browser capability.

10. ATS must provide a timeline showing sequential and concurrent activities to be undertaken to result in a fully operational Red Light Camera System. Within 30 days following the selection of an intersection by the Village, ATS will provide a detailed breakdown of the Services to be provided for the acquisition, installation, operation and maintenance of the Red Light Camera System. A detailed plan will be provided to the Village by ATS which will include at least the following information in this Section 10. The schedule proposed must include durations (in days) for the various tasks not to exceed those shown in ATS's proposed implementation schedule. Following receipt of the plan, the Village will review and comment on the plan and meet with ATS to participate in the project planning and management phase. ATS shall submit additional drafts of the plan based on further review and comment from the Village. The final project plan is subject to approval by the Village prior to the implementation of the Red Light Camera System.
 - 10.1. Project Planning and Management
 - 10.2. Equipment Ownership
 - 10.3. Design, Installation and Placement: This component must conform to the summary of site construction procedures contained in ATS's proposal at a minimum, as follows:
 - 10.3.1. Interface with project manager to define project, roles and expectations
 - 10.3.2. Perform intersection traffic surveys and site selections
 - 10.3.3. Conform to all village, state, and federal codes
 - 10.3.4. Submit detailed site plans to the Village of Lincolnwood and necessary authorities
 - 10.3.5. Submit specifications and/or tear-sheets for all pertinent material and equipment, as needed and if necessary
 - 10.3.5.1. Upon approval, obtain all necessary site construction permits
 - 10.3.6. Verify underground history and dangers, if any underground installation is necessary
 - 10.3.7. Establish Critical Path and convey schedule to all proper authorities
 - 10.3.8. Mobilize personnel, materials, and equipment
 - 10.3.9. Secure proper traffic management to provide maximum safety and minimum impact to existing traffic patterns
 - 10.3.10. Perform any necessary construction work
 - 10.3.10.1. ATS shall install, at its sole cost and without any expense to the Village except for those expenses that the Village has agreed to submit pursuant to Subsection 2.A of this Contract, any and all traffic signal upgrades or modifications required by the Illinois Department of Transportation (IDOT) for the approval, installation, and operation of the Red Light Camera System.
 - 10.3.11. Conform to regulations of governing authorities
 - 10.3.12. Display proper permit and warning signs
 - 10.3.13. Test and review site construction and camera calibration
 - 10.3.14. Adjust equipment as necessary
 - 10.3.15. Provide as-built drawings to Village
 - 10.3.16. Issue official online e-mail notification of camera readiness
 - 10.4. Installation plans prepared in accordance with system manufacturer's standard plans and technical specifications, along with State and local agency standard plans and specifications for public works

and traffic engineering improvements, prepared and signed by an appropriately licensed engineer, which at a minimum address:

- 10.4.1. Camera equipment.
- 10.4.2. Camera housing and supporting structure. Installed equipment must be secure and tamper resistant.
- 10.4.3. Installed equipment must be temperature controlled, durable and weather proof.
- 10.4.4. Intersection lighting
- 10.4.5. Vehicle detection system
- 10.4.6. Communications
- 10.4.7. Pull boxes, conduit runs and conductor schedule. ATS will provide all equipment, materials, supplies, and labor necessary to install and calibrate all cameras for operation. A final complete and detailed milestone schedule will be delivered as a formal deliverable to the Village project manager. ATS will perform all construction, street, and electrical work safely, efficiently, and with minimal impact to the public. ATS's construction protocols will ensure that all installation work will be performed to the highest standards and present a trouble-free interface with all traffic and electrical panels.
- 10.4.8. Electrical service
- 10.4.9. Warning signs: ATS will display proper permit and warning signs in the construction area.
- 10.5. Plan Check and Installation Inspection. ATS will retain a Village-approved engineer which shall prepare all engineering drawings and submit them to the Village for approval. Upon installation of the Red Light Camera System, ATS will notify the Village so that an authorized Village representative can inspect the site and equipment.
- 10.6. Operation and Maintenance to include:
 - 10.6.1. Preventive maintenance. ATS will incorporate a proactive preventive maintenance plan by swapping complete camera systems with previously maintained and inspected camera systems throughout the course of the maintenance route. When a swapped camera system is brought to ATS's service department, a complete inspection and re-calibration procedure will be performed and the system is made ready for reintroduction into the field.
 - 10.6.2. Periodic checks and audits, no later than once every 30 days, of the physical locations of the cameras and camera equipment to verify that the system and each individual camera continue to operate properly. Additionally, ATS technicians must monitor the cameras via internet connection seven days a week, 24 hours a day, to assure continuous and accurate operation of all camera equipment.
 - 10.6.3. Corrective maintenance. ATS will maintain, repair and replace any system component throughout the duration of this contract. Reported issues and events must be logged into ATS's database and assigned for resolution within 72 hours Monday through Friday during normal business hours. Should repair or replacement be required on-site, ATS must use its own trained staff or factory-trained subcontractor technicians to perform repairs. ATS will ensure that the system components are repaired or replaced within a standard 72-hour time frame.
 - 10.6.4. All maintenance to be performed on a regular basis
 - 10.6.5. Collect images of recorded violations and related violations data from photo-enforced intersections
 - 10.6.6. Inspect camera and vehicle detection system operations
 - 10.6.7. Perform preventative maintenance and cleaning. ATS will perform preventative maintenance and cleaning using trained technicians on the Red Light Camera System on a regular basis. ATS will

inspect the camera and the vehicle detection system on a regular basis to ensure that the Red Light Camera System is working properly.

10.6.8. Identify defective equipment and make repairs or replace the equipment. All such repairs or replacements shall be made within 72 hours.

10.6.9. Automated maintenance. The Axis RLC-300 camera will send regular messages to a monitoring server which will record the camera status for reporting and will send alerts to ATS technicians if the status indicates that service is required. Automated status reports will include without limitation the following information:

- 10.6.9.1. Internet connection status
- 10.6.9.2. System controller status
- 10.6.9.3. Violation count
- 10.6.9.4. RLC-300 storage remaining
- 10.6.9.5. Violation transfer queue
- 10.6.9.6. Camera status
- 10.6.9.7. Camera controller status
- 10.6.9.8. Camera exposure settings
- 10.6.9.9. Camera storage remaining
- 10.6.9.10. Lane sensor status

10.6.10. Image quality review. ATS will perform daily image quality audits for every deployed camera, including review for camera faults such as focus and setup problems. ATS staff will respond immediately to correct image quality deficiencies that would compromise enforceability of the images.

11. ATS will work with the Village to identify a list of intersections, chosen in part based on a quantitative assessment of the frequency of red light violations and collisions. The Village will begin with one intersection, but reserves the right to expand the program to include additional intersections at no additional per-approach cost.

11.1. VIMS video analysis. ATS will prepare a report for each intersection requested by the Village which summarizes the violation data by intersection approach, traffic lane, and time of day using the Axis Violation Incident Monitoring System (VIMS) to assist the Village in determining the intersections where the system should be located.

11.2. ATS will, at the Village's request, remove the camera system from intersections determined by the Village, in the Village's sole discretion, to be under-performing, and to relocate the camera system, at no cost to the Village, to an alternative intersection identified by the Village by mutual agreement with ATS.

11.3. ATS will coordinate with local utility companies to obtain electrical power and telecommunications for the system.

11.4. Testing, Inspection and Maintenance; Deductions.

A. Generally. Upon completion of construction and installation at each site, ATS shall test each camera and program process to ensure quality and effectiveness of the Red Light Camera System. No testing will be considered complete until reviewed and approved by the Village. All testing and inspections will be done as recommended by the manufacturer of the products being used. Also, if the inspection or tests are unsatisfactory or the Village determines the equipment (including all software) is malfunctioning, ATS shall take immediate action to correct the problem(s) and report any findings, modifications or delays in repair to the Village. All suggested manufacturer maintenance or testing of the equipment should be listed in detail in the required plan. All such work shall be included in the Contract Price and at no additional expense to the Village.

- B. Deductions. If the Red Light Camera System fails to function in compliance with the requirements of this Contract for at least ninety-five (95) percent of the time in any calendar month, the Village shall be entitled to reduce the monthly fee due for that month by \$100.00 for each one percent of time below ninety-five percent that the System is functional during that month. For example, if the System is functional for 90 percent of the time in one month instead of 95 percent, the Village is entitled to reduce the monthly fee by \$500 (95-90 = 5 x \$100 = \$500).
12. ATS shall work with the Village of Lincolnwood, Cook County, and the Illinois Department of Transportation, and be responsible for all permit acquisitions, site design, and access to electrical power, telecommunications, constructions, and installation and maintenance of all software and hardware.
- 12.1. Implementation and Installation
 - 12.2. Access to Utilities
 - 12.3. Maintenance
 - 12.4. Local Installation and Maintenance Subcontractor
 - 12.5. Proactive Maintenance
 - 12.6. Automated Maintenance Online Monitoring System
 - 12.7. Image Quality Review
 - 12.8. Software Maintenance
 - 12.9. ATS is required to obtain all permits. All IDOT, County, Township and Village laws, ordinances and standards will apply to the work done by ATS.
13. ATS shall provide text to the Village for Public Safety Announcements in various forms including cable television, written news releases and signage, as requested and approved by the Village.
14. ATS shall provide training for the use of the Red Light Camera System equipment for a minimum of four members of Village staff at no additional cost. Training will be required for the officers reviewing the violation and the Hearing Officer. The Village shall designate personnel to be trained as trainers with the software being used, including all Village hearing officers and officers reviewing the violation, at no additional cost to the Village. If circumstances arise that require additional training of personnel, the Village can schedule this training to be conducted by ATS at no cost. Train the trainer support will be provided at no additional cost. An on-line tutorial that is customized to the Village must be provided to walk users through each screen of Axis™ VPS.
- 14.1. Camera Technology Course
 - 14.2. Violation Processing System Course
 - 14.3. Court Training Course
 - 14.4. Axis Release Training
 - 14.4.1. Classroom Release Training
 - 14.4.2. Virtual Classroom Training
 - 14.4.3. Tutorial Training
 - 14.5. Ongoing Training
15. Software.
- 15.1. Software to be placed in an escrow account to ensure that if the company fails for any reason, Village will have access to the original source code
 - 15.2. ATS is responsible for providing database and operating system upgrades and/or patches. The upgrade schedule must be provided in advance and all upgrades shall be done after 7:00 p.m. local time in Lincolnwood, Illinois on Fridays.

- 15.3. The application software must be operable on more than one manufacturer's hardware.
- 15.4. The client user interface must be Windows based in order to allow users easy access to programs and tables that they need. Advanced users should be able to go directly to the programs and tables as needed based on security access.
- 15.5. The server operating system must be UNIX or Windows based.
- 15.6. The system must make use of function keys as much as possible for one-stroke execution of key commands.
- 15.7. The software should provide user defined function or menu options, maintainable by the system administrator.
- 15.8. The toolbar should be flexible enough to add buttons for quick access to other installed applications.
- 15.9. The system must have an audit log which can be accessed by personnel with that specific security level in order to determine who did what and when.
- 15.10. The system must allow the system administrator to choose what auditing features can be turned on or off.
- 15.11. The system must provide an error message or alert each time an error occurs.
- 15.12. The system must allow for archiving incidents after a specific time frame determined by each agency. The system should be fully functional during the archiving process. All archiving shall be subject to state record retention laws, be transferable to a CD format or equivalent, and shall be accessible by the Village's authorized representatives.
- 15.13. The system must be fully functional during the system backup process.
- 15.14. The system must provide prompts and instructions to help the operator use the system.
- 15.15. Software application documentation should be provided online and can be accessed by any networked PC. Customized training guides shall be provided for each user group.
- 15.16. All system modules must have the ability to run on the same server simultaneously.
- 15.17. The software must allow immediate access to a secondary server in case of a primary server failure.
- 15.18. The system must continue operating in the case of server hardware failure, with no interruption to the user.
- 15.19. The user must have the capability to continue working during server hardware failure and maintain the data entered prior to the system failure.
- 15.20. The software must have all Red Light Camera System functions on the secondary server, so functionality is not lost in case of primary server failure.
- 15.21. The system should allow the agency to track certain table accesses by users such as:
 - 15.21.1. Records that have been printed
 - 15.21.2. Associated records that have been viewed
 - 15.21.3. What modifications have been made in a table
 - 15.21.4. What information has been deleted in a table
 - 15.21.5. Records that have been searched for
 - 15.21.6. Fields that have been viewed in a record
- 15.22. The software must have the ability to set up permission for all components, including add, edit, view, delete, print, etc.

- 15.23. The system administrator must have the ability to easily create users.
 - 15.24. Passwords must never be displayed.
 - 15.25. The system should require a user to change their password when prompted per system administrator guidelines.
 - 15.26. A user's password can be changed, but must not be displayed to the system administrator
 - 15.27. A user's password must be encrypted when stored in the database.
 - 15.28. The software should allow the user and system login log to be purged.
 - 15.29. The software should allow the document access log to be purged.
 - 15.30. The software must automatically log all security violations.
 - 15.31. The software should log access to documents by access type.
 - 15.32. The system must retain information on each traffic citations and warnings issued.
 - 15.33. The system should provide, in Microsoft Excel format, pre-formatted summary and statistical reports helpful in analyzing accident and citation/warning information.
 - 15.34. The system must allow the user to look up information.
 - 15.35. The system must provide a link to the NLETS network.
 - 15.36. The interface must log all transactions into a history file for viewing and reporting purposes.
 - 15.37. Application must have safeguards to prevent unauthorized WEB access.
 - 15.38. ATS should provide a leveled certification program for applications system administrators.
 - 15.39. A unique login and password must be available to each user and must define that user's capabilities within the system.
 - 15.40. The application software must allow for administration by a person who is not a computer programmer.
 - 15.41. The software application administrator must be able to maintain a security system as directed by the Lincolnwood Police Department, which can be modified in minutes with no programming required.
 - 15.42. The software application administrator must be able to define security on both a group and individual level.
 - 15.43. The software must provide component (i.e., modules, entry screen) and document (ticket documents) security to permit and restrict the rights of specific users and/or groups.
 - 15.44. For tables such as incidents, names, warrants, arrests and such, the system must track the date/time and login of the person who added the record, and the date/time and login of the person who last modified the record.
 - 15.45. Security measures must ensure the confidentiality of all files within the system.
 - 15.46. A violator must have an option to access the streaming video of his or her violation via a secure internet connection and PIN supplied by ATS.
16. Interoperability. All operations, especially all software, will provide for interoperability to include:
- 16.1. Ability to interact with the Village's current environment
 - 16.2. Ability for Village personnel and non-Village personnel to run/operate the System from within or outside the Village's current environment
 - 16.3. Not to interfere with any of the Village's current operations

- 16.4. The ability for the Village Hearing Officer to enter a disposition on all citations reviewed, red light violations and other Village violations
17. Calls for Services. ATS shall consider calls from the Police Department as having first priority over requests for service from other parties. ATS shall maintain the equipment and labor force needed to supply the Services on a full twenty-four hour per day basis every day of the year.
18. Responsibility for Property. ATS expressly assumes full responsibility and liability for all property entrusted to its care, including all equipment and contents thereof.
19. Responsibility for Personnel and Subcontractors.
 - 19.1. General. ATS assumes full responsibility for its employees and agents for all acts performed pursuant to this Contract. ATS shall assign only competent, courteous, trustworthy, sober employees and drivers who comply with all applicable legal requirements to provide the Services required under the provisions of this Contract.
 - 19.2. Annual Disclosure. ATS, annually during the term of this Contract, shall provide to the Village a sworn list including the name, address, and telephone number of each owner, officer, and holder of more than ten percent of shares of ATS.
 - 19.3. Approval and Use of Subcontractors. ATS shall cause the Services to be performed under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by ATS shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor shall not relieve ATS of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed by any subcontractor shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of ATS. Every reference in this Contract to "Bidder" or "ATS" shall be deemed also to refer to all subcontractors of ATS.
 - 19.4. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the part of the Services undertaken by it in a manner satisfactory to the Village, ATS, immediately on notice from the Village, shall remove and replace such personnel or subcontractor. ATS shall have no claim for damages as a result of any such removal or replacement.
 - 19.5. Operators. All personnel, especially those with access to motor vehicle registration and driver's license databases, will be cleared with appropriate background checks by ATS. At the discretion of the Village, the Village may elect to conduct an additional background check of all said employees of ATS or receive copies of the background checks conducted by ATS, which ATS will immediately provide upon the Village's request. The Village may, upon reviewing such background checks, require that ATS remove, replace, or otherwise prevent any employee from performing the Services or accessing any Village information.
20. Hours of Service. ATS shall maintain office hours consistent with normal business hours (9:00 a.m. to 5:00 p.m. Central Time) Monday through Friday.
21. Log Book, Records, and Reports. ATS shall maintain a log book of all maintenance that shall include service and inspection and preventative maintenance that are accessible for any required court proceedings. All records shall be open for inspection and copying by the Police Department at any time and shall be maintained until the earlier of at least three years after the termination of this Contract.
22. Subscriber Services Agreement. The Village agrees to execute the ATS DMV Subscriber Services Agreement, substantially in the form attached as Exhibit B, or such other equivalent documentation as is necessary to verify to the Illinois Secretary of State, National Law Enforcement Telecommunications System, or other appropriate authority that the Village authorizes ATS to access vehicle ownership data on its behalf for the sole purpose of operating the Red Light Camera System pursuant to this Contract and in accordance with all applicable state and federal law.

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DMV Services Subscriber Agreement

ATS requires that your agency certify the intended use of the information made available to your agency through our services and that such uses are in compliance with the Federal Driver's Privacy Protection Act Title XXXI and other applicable laws governing dissemination of public records. Based on your agency's intended use of such information, ATS will either grant permission to use the service or deny the application. Please specify any of the following permissible uses under §2721 that apply:

- (1) For use by any government agency, including any court of law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- (4) For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
- (7) For use in providing notice to the owners of towed or impounded vehicles.
- (10) For use in connection with the operation of private toll transportation facilities.

In consideration of ATS making its Services available, Subscriber agrees to (i) utilize ATS provided data only for the purpose(s) specified above; and (ii) request such information only for the Subscriber's exclusive use in the ordinary course of Subscriber's business and not for resale.

I certify that I am authorized to execute the Subscriber Use Certification on behalf of the Subscriber listed below. On behalf of such Subscriber, I certify that the above statements are true and correct. Subscriber acknowledges and agrees that ATS may from time to time audit Subscriber's use of ATS's Services to ensure that such use is consistent with the intended uses set forth above and with all applicable laws.

This agreement shall be for _____ year(s) commencing on the date below and shall automatically renew annually. This agreement may be terminated within 30 days notice of the anniversary date, annually.

SUBSCRIBER INFORMATION					
Subscriber Agency/Name					
NLETS Agency ORI					
Name of Authorized Representative					
Title of Authorized Representative					
Mailing Address:					
City		State:		ZIP Code:	
Telephone:	() -	Fax	() -	Email	

Signature of Authorized Representative:	
Date Signed	

Request For Board Action

REFERRED TO BOARD: August 18, 2015

AGENDA ITEM NO: 8

ORIGINATING DEPARTMENT: Parks and Recreation

SUBJECT: Approval of an Ordinance Authorizing the Village Manager to Execute a Recreational Lease between the Village of Lincolnwood and Commonwealth Edison Company to Construct a Bike/Pedestrian Path

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Village Bikeway Plan, approved by the Board in 2006, outlined long-range plans for on-street and off-street accommodations for bike and pedestrian transportation. One of the initiatives in the plan was to lease land on the ComEd right-of-way to build an off-street path for use by cyclists and pedestrians. The proposed path will connect to the already established Sauganash Valley Trail in Chicago and the Skokie Valley Trail recently completed in Skokie.

In 2009, the Village applied for a Congestion Mitigation Air Quality (CMAQ) grant to fund 80% of the construction cost of the path on the right-of-way. In November of 2010 the Village was awarded the grant. An additional grant was applied for and awarded in 2011 for 80% of the funding for a bike/pedestrian overpass over Touhy for use by the individuals utilizing the path. An addendum will be added to this lease for the overpass once more design detail is available... This path will be part of a regional pathway system eventually reaching from Chicago up to the Wisconsin state line.

Our IDOT-approved negotiator and the Village Attorney worked together to negotiate a Recreational Lease with Commonwealth Edison for the use of the right-of-way from Devon to the intersection of Lincoln and Jarvis for the proposed path. While the majority of the path will be built on the old railroad right-of-way on the west side of the high wires, it is necessary due to the placement of the buildings and parking lots at Lincoln and Jarvis Avenue that the path cut under the wires and through the parking lot formerly leased PUIG, the company that owns the Heartland Ice Arena and the Publishing International buildings. .

The Village Board previously authorized the signing of the lease in August of 2014 however the lease was never executed because of a concern raised by PUIG. They were concerned that cyclists and walkers would use their parking lot to access the path and they would not sign the addendum necessary to finalize the lease until this concern was addressed.

After a lengthy negotiation between ComEd, PUIG and the Village, PUIG was allowed to terminate their portion of their lease without penalty, and has returned the land it to its original state. ComEd will include this land in the recreation lease, eliminating the cost of taking over the private lease that was presented in 2014.

The lease will commence on September 1, 2015 and will terminate on August 31, 2035. Action on this item will supersede the action previously taken in August of 2014. Based on the approval of the lease at this meeting, the path will be constructed in the summer of 2016.

FINANCIAL IMPACT:

There is no cost for the recreational lease. The Village will, however, be required to reimburse ComEd for real estate taxes and assessments imposed on the leased premises as a result of the Village's improvements. A cooperative effort will be made to exempt the land from taxes.

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Proposed Recreational Lease
3. Bike Path Site Map
4. Email from Village Manager to Carlo Cavallaro,
Commonwealth Edison External Affairs Manager

RECOMMENDED MOTION:

Move to approve an Ordinance approving a Lease between the Village of Lincolnwood and Commonwealth Edison.

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2015-____

**AN ORDINANCE APPROVING A RECREATIONAL LEASE BETWEEN THE
VILLAGE OF LINCOLNWOOD AND COMMONWEALTH EDISON COMPANY**

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 18th DAY OF AUGUST, 2015.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois
this 18th day of August, 2015

ORDINANCE NO. 2015-__

AN ORDINANCE APPROVING A RECREATIONAL LEASE BETWEEN THE VILLAGE OF LINCOLNWOOD AND COMMONWEALTH EDISON COMPANY

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

WHEREAS, pursuant to its home rule authority, the Village has the authority to lease property for public purposes; and

WHEREAS, the Village desires to enter into an agreement with the Commonwealth Edison Company ("**ComEd**") for the lease by ComEd to the Village of that certain right-of-way owned by ComEd and located generally as depicted in **Exhibit A** attached to this Ordinance ("**Property**"), for improvement and use by the Village for recreational purposes ("**Agreement**"); and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to lease the Property from ComEd and to enter into the Agreement;

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Agreement by and between the Village and ComEd is hereby approved in substantially the form attached to this Ordinance as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

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

SECTION 4. EXERCISE OF HOME RULE AUTHORITY. The Board of Trustees hereby declares that the approval of the Agreement and the adoption of this Ordinance are made pursuant to the home rule authority and powers of the Village.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this 18th day of August, 2015.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 18th day of August, 2015.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
18th day of August, 2015

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

#30120166_v2

EXHIBIT A

DEPICTION OF THE PROPERTY

EXHIBIT B
AGREEMENT

RECREATIONAL LEASE
_____, 2015
by and between
COMMONWEALTH EDISON COMPANY
and
the VILLAGE OF LINCOLNWOOD

For and including the following described real estate

**R/W Name: OAKTON –BRYN MAWR
PARCELS: TL63-5, 6, & 7
SECTIONS 27 & 34, TOWNSHIP 41N, RANGE 13E
OF THE THIRD PRINCIPAL MERIDIAN
COOK COUNTY-NILES TWP, ILLINOIS
COMED REGION: NORTH
PIN: 10-27-300-035 (PT), 10-27-307-157, 10-34-500-018, 10-34-500-002, 10-34-500-003,
10-34-500-014, 10-34-500-005, 10-34-500-005, 10-34-500-006, 10-34-500-006, 10-34-500-007,
10-34-500-008, 10-34-500-010, 10-34-500-009, 10-34-500-016, 10-34-500-012 and 10-34-500-017**

RECREATIONAL LEASE

THIS RECREATIONAL LEASE (the “Lease”) is made as of _____ 1, 2015 by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (“Landlord”) and the VILLAGE OF LINCOLNWOOD, a municipal corporation (“Tenant”) whose address is 6900 N. Lincoln Avenue, Lincolnwood, IL 60712.

WHEREAS, Landlord is the owner of various parcels of land on or adjacent to the former rights-of-way of the Oakton-Bryn Mawr and more fully described on Exhibit A-1 thru A-4 (“Landlord’s Property”).

NOW THEREFORE, Landlord, for and in consideration of the payment of Rent (as hereinafter defined) by Tenant, and of the covenants, conditions and agreements of Tenant hereinafter set forth, does hereby lease and demise to the Tenant (without warranty of title), and Tenant does hereby lease from Landlord, a portion of Landlord’s property located in Cook County, Illinois as shown on Exhibit A-1 thru A-4 attached hereto and made a part hereof (the “Leased Premises”), for the purposes specified in Section 2 below.

1. TERM.

A. The term of this Lease (the “Term”) shall begin on September 1, 2015 (the “Commencement Date”) and shall terminate on August 31, 2035 unless sooner terminated as provided herein.

B. Subject to the terms and provisions of this Lease, Landlord hereby grants to Tenant one (1) option to renew this Lease on the same terms and conditions (each, a “Renewal Option”) for a renewal term of ten (10) years (each, a “Renewal Term”). If Tenant desires to exercise a Renewal Option, it shall notify Landlord in writing no earlier than one (1) year and not later than one hundred eighty (180) days prior to the then current expiration date of the Term (before the operation of the Renewal Option being exercised); and, once exercised, shall operate to extend the Term to end concurrently with the Renewal Term set by the Renewal Option so exercised.

C. Subject to Subsection 1.D. below, such notice shall only be effective if delivered at a time when Tenant is not in default hereunder and when to the knowledge of Tenant, no default, breach, unsatisfied condition or other event has occurred or circumstances exist that constitute or which, with the giving of notice or the passage of time (including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or both, would constitute such a default.

D. In addition to any other inspections of the Leased Premises that Landlord may conduct during the Term of this Lease, during the period between the exercise of a Renewal Option and the start of the associated Renewal Term, Landlord shall review the Leased Premises and determine whether Tenant is in compliance with the terms and conditions of the Lease. Landlord shall notify Tenant in writing if any deficiencies in the performance of Tenant's obligations under the Lease are discovered during such review and any actions needed to correct them. Unless otherwise agreed in writing by Landlord, Tenant shall correct any item on such notice prior to the start of the Renewal Term in question.

E. Prior to the beginning of any Renewal Term, the parties shall execute an amendment to this Lease to memorialize such Renewal Term. If Tenant does not exercise a Renewal Option, such Renewal Option and all subsequent remaining Renewal Options (if any) shall thereupon expire.

2. **PURPOSE.** The Leased Premises shall be used by Tenant solely for the purposes of a sixteen foot (16') recreational trail for pedestrians and bicyclists ("**Tenant's Facilities**"), in compliance with all Legal Requirements (as defined in the next sentence) and the terms and provisions of this Lease, and for no other purposes (the "**Permitted Use**"). For purposes hereof, the term "**Legal Requirements**" shall mean all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes (including the National Electrical Safety Code), executive orders, court orders, rules of common law, and any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and all rules, regulations and government orders with respect thereto, and of any applicable fire rating bureau, or other body exercising similar functions, affecting the Leased Premises or the maintenance, use or occupation thereof, or any street, sidewalk or other property comprising a part thereof, regardless of whether imposed by their terms upon Landlord or Tenant, or the use and occupancy thereof by Tenant. Tenant's use of the Leased Premises shall also be and remain subject to Landlord's superior right to use all or any portion of the Leased Premises for its business purposes, including the installation, use and maintenance of any transmission, distribution or communications improvements, fixtures, facilities, machinery, equipment and/or other property owned by Landlord and now or hereafter installed by Landlord on or near the Leased Premises ("**Landlord's Facilities**").

3. **RENT.**

A. **Base Rent.** Landlord acknowledges its receipt of the payment of "**Base Rent**", a one-time payment by Tenant in the amount of One and No/100 Dollars (\$1.00) and no other Base Rent shall be assessed during the term of this Lease.

B. **Rent.** For purposes of this Lease, the term "**Rent**" shall mean the Base Rent, together with all other amounts due and payable by Tenant to Landlord under this Lease.

C. **Payment of Rent.** All Rent due and payable by Tenant under this Lease shall be paid to the following address:

Commonwealth Edison Company
Real Estate Department, 4th Floor
Three Lincoln Center
Oakbrook Terrace, Illinois 60181
Attn: Lease Payment Department

or to such other place as Landlord may from time to time designate in writing. All payments due from Tenant hereunder which are not paid when due shall bear interest at a rate equal to ten percent (10%) per annum from the date due until paid (the "**Default Rate**"). Such interest shall be compounded monthly. In addition to, and not in lieu of, the foregoing (and any other rights and remedies to which Landlord is entitled under this Lease), in the event that any payment due from Tenant hereunder is not paid within five (5) business days of the date that the same is due, then a late fee in the amount of ten percent (10%) of the unpaid amount shall be due and payable by Tenant to Landlord. All Rent shall be paid by Tenant without notice or demand, and without any set-off, counterclaim, abatement or deduction whatsoever, in lawful money of the United States by bank check or wire transfer of immediately available funds. Tenant's obligations to pay Rent are independent of each and every covenant contained in this Lease.

E. Net Lease. Except as otherwise provided in this Lease, the Rent herein shall be absolutely net to Landlord, so that this Lease shall yield, net to Landlord, the Rent in each year during the Term of this Lease and any renewals thereof, and that all costs, expenses and obligations of every kind and nature whatsoever, relating to the Leased Premises which may arise or become due during the Term of this Lease or any renewal or extension thereof, or as a result of Tenant's use or occupancy of the Leased Premises, shall be paid by Tenant, and Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord from all such costs, expenses and obligations.

4. TAXES. Tenant shall pay the following amounts as "Taxes" to Landlord in each case no later than thirty (30) days after Landlord's written demand therefor:

A All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Tenant at the Leased Premises for all periods falling within the Term, plus

B Any increase in the real estate taxes and other assessments payable with respect to the Leased Premises (or any tax parcel of which the Leased Premises is a part) which is allocable to this Lease, Tenant's use or occupancy of the Leased Premises, or any improvements, structures or fixtures constructed, installed or placed by Tenant at the Leased Premises (but without duplication of any amount payable pursuant to clause (A) above), for all periods falling within the Term; plus

C For purposes of this Lease, Taxes "for" or "with respect to" any particular period (or portion thereof) shall mean the Taxes which are payable during the calendar year in which any portion of such period falls, irrespective of the fact that such Taxes may have accrued with respect to a different period.

D Tenant hereby covenants and agrees that Tenant shall, no later than the Tax Exemption Date (as hereinafter defined), at Tenant's sole cost and expense, execute and deliver all documents, instruments petitions and applications, and take all other actions which may be necessary and/or appropriate, in order to cause the Leased Premises to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable Legal Requirements, to cause the Leased Premises to be so exempted. In the event that Tenant is successful in obtaining any such real estate tax exemption for the Leased Premises, then Tenant shall thereafter cause such real estate tax exemption to be continued for each tax year (or portion thereof) during which this Lease is in effect (and Tenant shall execute such

documents, instruments, petitions and applications, and take such other actions which may be necessary and/or appropriate, to cause such property tax exemption to be so continued). In the event that Tenant is unsuccessful in obtaining or continuing any such real estate tax exemption with respect to the Leased Premises, then Tenant shall thereafter use commercially reasonable efforts to continue to seek such exemption (or continuance thereof, as applicable) and shall, from time to time if Landlord so requests, take such actions as may be necessary to apply for such exemption (or continuation). For purposes hereof, the term "Tax Exemption Date" shall mean the date that is the earlier of: (i) sixty (60) days after the date of this Lease, or (ii) the deadline for submitting a real estate tax exemption petition or application for the real estate taxes for the year in which this Lease is executed and delivered.

5. **CONDITION.** Tenant has examined the Leased Premises and knows its condition. Tenant hereby accepts the condition of the Leased Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations or warranties as to the condition, repair or compliance with Legal Requirements thereof, and no agreements to make any alterations, repairs or improvements in or about the Leased Premises have been made by or on behalf of Landlord. By accepting possession of the Leased Premises, Tenant shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Leased Premises.

6. **MAINTENANCE; SERVICES AND UTILITIES.**

A. Tenant agrees at its sole cost and expense, to keep and maintain only that part of the Leased Premises being within ten (10) feet on either side of the Tenant's Facilities (such ten (10) feet on either side together with the Tenant's Facilities being the "**Specified Area**") in a clean, safe, neat, sanitary and sightly condition and repair, and commensurate with the conditions existing at the time this Lease is executed to Landlord's satisfaction at all times during the Term hereof. Without limiting the generality of the foregoing, Tenant shall (subject to the terms and provisions of this Lease and all at Tenant's sole cost and expense): (i) perform any and all necessary paving, grading, landscaping, cutting and mowing of grass and weeds (including all Canadian thistles and other noxious weeds and growths at the Leased Premises) and snow and ice removal, and (ii) promptly (and if Landlord provides written notice, no later than three (3) business days after receipt of such notice) remove all litter, garbage and graffiti from, and repair any vandalism (except for vandalism to Landlord's Facilities) to, the Specified Area or any nearby area, including, without limitation, any structure or bridge crossing used for Tenant's Facilities, on or near the Specified Area. Tenant's obligations under this Section 6 are solely those of Tenant and Landlord shall have no responsibility to undertake such obligations or to perform any action required of Tenant hereunder.

B. Landlord shall not be responsible for furnishing or providing any services or utilities to the Leased Premises (or any costs or expenses associated therewith), but rather, Tenant shall be responsible, at Tenant's sole cost and expense, for providing all such services and utilities. Landlord has made no representation, warranty or covenant of any kind regarding the availability (or future availability) of any such utilities and services, and no failure to provide or interruption of any such services or utilities or services shall give rise to any right or remedy in favor of Tenant under this Lease. Landlord may from time to time, but shall have no obligation to, maintain the Leased Premises in accordance with its customary maintenance program then in effect and Tenant shall have no right to require Landlord to maintain the Leased Premises in any manner.

C. Tenant assumes all of the responsibilities normally identified with the ownership of the Leased Premises, including, but not limited to, responsibility for the condition of the Leased Premises, such as the operation, repair, replacement, maintenance and management of the Leased Premises, including, without limitation, repairs to all buildings, structures, fixtures, equipment and other property

thereon; provided, that (except as expressly set forth below) in no event shall Tenant maintain, repair, gain access to or in any way use or operate any of Landlord's Facilities.

7. **SURRENDER OF LEASED PREMISES; RESTORATION.** Tenant agrees that upon termination of the Term of this Lease, whether by expiration or otherwise, Tenant will peaceably quit and surrender the Leased Premises to Landlord, and will, at its sole cost and expense, remove all Tenant's personal property, fixtures, structures and improvements, and will, at Landlord's sole and absolute discretion, restore and regrade the Leased Premises to substantially the same condition the Leased Premises were in on the date hereof (other than any improvements, installations and modifications made by Landlord). This Section shall survive the termination or expiration of the Lease.

8. **COMPLIANCE WITH LAWS; WASTE; OTHER COVENANTS OF TENANT.**

A. **General.** Tenant, at its sole expense, shall comply, and cause the Leased Premises to comply, with all Legal Requirements, Landlord's vegetation management practices and procedures and all of the requirements listed in Exhibits C-1 and C-2 attached to this Lease and made a part hereof. In addition, Tenant covenants and agrees that it will not commit waste, loss or damage to the Leased Premises or any other property of Landlord.

B. **Change in Law.** Tenant acknowledges that Landlord may incur costs as a result of the enactment of new Legal Requirements relating to the Leased Premises, and/or changes in Legal Requirements relating to the Leased Premises. Tenant agrees that any such costs incurred by Landlord for complying with such new or changed Legal Requirements and due in whole or in part to Tenant's use and/or occupancy of the Leased Premises shall be an expense recoverable by Landlord from Tenant. To the extent any such expense paid by Tenant to Landlord is subsequently recovered by or reimbursed to Landlord through insurance or recovery from responsible third parties or other action, Tenant shall be entitled to a proportionate share (as reasonably determined by Landlord) of such recovery or reimbursement.

C. **Notice of Violations.** Tenant shall immediately provide Landlord with written notice: (i) upon Tenant's obtaining knowledge of any potential or known violations of any Legal Requirements relating to the Leased Premises, and/or (ii) of Tenant's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to any alleged or actual violation of any Legal Requirements relating to the Leased Premises.

D. **Height and Other Limitations.** No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas, and/or any trees, shrubs or other plants or vegetation planted or installed per Exhibit E at the Leased Premises by Tenant) having a height which exceeds the maximum allowable height under OSHA's height standards in effect from time to time during the Term, shall be driven, moved or transported on the Leased Premises without Landlord's prior written consent. Tenant shall not allow any activity which could result in a wire to ground electrical contact or damage to towers or poles; such as, flying kites, model airplanes, driving minibikes, go carts and snowmobiles. If Landlord so requests, Tenant will post signs prohibiting such activities.

9. **ALTERATIONS.**

A. **Generally.** Tenant shall not make any alterations, installations, improvements, additions or other physical changes (collectively, the "Alterations") in or about the Leased Premises without

Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any Alterations shall be performed: (i) by Tenant, at Tenant's sole cost and expense (and Landlord shall have no duty or obligation with respect thereto), (ii) pursuant to plans and specifications approved in writing by Landlord (in Landlord's sole discretion), (iii) by contractors and subcontractors approved in writing by Landlord (in Landlord's sole discretion), (iv) in compliance with all Legal Requirements, and (v) in a good and workmanlike manner, free of all liens. Tenant shall, at Tenant's sole cost and expense, obtain any and all permits and approvals necessary for the performance of any Alterations. During the performance of any Alterations, Tenant shall carry, and shall cause its contractors and subcontractors to carry, such insurance as Landlord shall, in its sole discretion, direct. Neither Tenant nor any of Tenant's authorized agents shall, at any time prior to or during the Term, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Leased Premises, or permit any materials to be delivered to or used in the Leased Premises, whether in connection with any Alteration or otherwise, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Leased Premises (or any other property) by Landlord, Tenant or others, or the use and enjoyment of the Leased Premises by Landlord or other tenants or occupants of the Leased Premises. In the event of such interference or conflict, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Leased Premises immediately. At the sole discretion of Landlord, any proposed Alterations shall be subject to a review fee, the amount of which will be determined by Landlord upon receipt of Tenant's request for consent to such Alterations. Such fee shall be due and payable by Tenant within five (5) days from receipt of notice from Landlord of the amount of such review fee and Landlord shall not be required to consider Tenant's request for Landlord's consent to any Alterations until the review fee for such Alterations is paid.

B. Paving, Filling and Planting. Without limiting the generality of the terms and provisions of Subsection 9.A. above, Tenant acknowledges and confirms that any and all grading, leveling, adding or removing soil and/or paving of the Leased Premises (or any portion thereof), and any and all planting, seeding and similar activities shall constitute "**Alterations**" for purposes of this Lease, and shall be subject to each and all of the terms and provisions relating thereto. In any event, any and all debris from any Alterations of Tenant shall be promptly removed from the Leased Premises by Tenant. In the event that, in connection with Tenant's Alterations, Tenant elects to fill any low spots on the Leased Premises, only clean fill (defined as not containing debris such as gravel, concrete, tree roots, brick or any contaminants) shall be used prior to the spreading of base fill underlying any paving. No paving or grading work (or similar work) of any kind will be undertaken within a ten (10) foot radius of any tower leg (or similar equipment, improvement or facility) of Landlord. Paving shall be well drained, firm and solid blacktop (or other substance approved in writing by Landlord), and shall be neat and clean in appearance. In addition, and not in lieu of the foregoing, any such grading, leveling, paving, filling and/or planting or seeding of the Leased Premises shall comply with the terms and provisions of Section 12 below and Landlord's vegetation management practices and procedures. Tenant shall not cause or permit the existing ground grade on the Leased Premises to be increased or decreased in excess of eight inches (8") without Landlord's prior written consent.

C. Drainage. Tenant covenants and agrees that no Alterations made by Tenant pursuant to this Lease shall cause any surface water drainage problems for Landlord or any adjoining landowners. In the event that any such water drainage problems are caused by Tenant's Alterations, Tenant shall correct such problems immediately at Tenant's sole cost and expense.

D. Fencing and Barriers. Tenant covenants and agrees that, in the event that Tenant installs (or is required (by Landlord or otherwise) to install) any fencing and/or gates in connection with Tenant's

Alterations at the Leased Premises (or its use or occupancy of the Leased Premises), Tenant will install, maintain and operate such fences and/or gates in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto and made a part hereof, and any and all other fencing and locking rules, regulations and guidelines which Landlord may deliver to Tenant from time to time prior to or during the Term. Tenant also acknowledges and confirms that, in connection with Landlord's review and/or approval of the plans and specifications for Tenant's Alterations at the Leased Premises (as provided in Subsection 9.A. above), Landlord may require, prior to or at any time during the Term of this Lease, that barriers ("**Barriers**") be installed on the Leased Premises in order to protect Landlord's Facilities and/or other equipment, improvements and facilities of Landlord and other users and occupants of the Leased Premises. Any such Barriers shall be installed, at Landlord's sole option, either: (i) by Tenant, at Tenant's sole cost and expense, in a manner satisfactory to Landlord, or (ii) by Landlord, in which event Tenant shall pay to Landlord, prior to such installation, Landlord's reasonable estimate of the cost of such installation of the Barriers. Any barriers required to be installed hereunder shall be installed, maintained and operated by Tenant in strict compliance with the requirements of Exhibits C-1 and C-2, attached hereto, and any and all rules, regulations and guidelines regarding barriers which Landlord may deliver to Tenant from time to time prior to or during the Term.

E. Soil Removal. Tenant hereby agrees that it will not remove any soil from the Leased Premises without the prior written consent of Landlord. Any soil removed from the Leased Premises to which Landlord consents (as provided in the preceding sentence) shall become the property of Tenant and shall be: (i) transported and disposed of by Tenant (at its sole cost and expense) in a manner approved in writing by Landlord and in compliance with all Legal Requirements, and (ii) promptly replaced by Tenant at its sole cost and expense, with clean soil not contaminated with Hazardous Materials (as defined in Section 15 below).

F. Third Party Facilities. Tenant hereby acknowledges that the Leased Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Leased Premises. Tenant agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Leased Premises, and provide the proper protection reasonably required by such persons or entities, in connection with Tenant's use and occupancy of the Leased Premises. Tenant further agrees to furnish Landlord copies of the correspondence between any such persons or entities and Tenant. Tenant agrees that this requirement shall apply to any installations currently located at the Leased Premises and any and all future installations within the Leased Premises. Landlord hereby agrees to use commercially reasonable efforts to notify Tenant of any proposed or pending installations of equipment or facilities of other persons or entities at the Leased Premises; provided however, that Landlord shall have no liability to Tenant in the event that Landlord fails to provide any such notification.

G. Supervision. Landlord shall have the right (but not the obligation) to monitor and observe Tenant's performance of any Alterations at the Leased Premises (or any component thereof) and, in the event that Landlord so elects, Tenant shall reimburse Landlord for any and all costs of such monitoring and observation, together with a charge for Landlord's overhead, as determined by Landlord. In the event that Landlord elects to monitor or observe any such work, in no event shall Landlord be deemed to have approved or made any representation or warranty regarding the same.

H. Notification. In addition to and not in lieu of, Tenant's other obligations under this Section 9, Tenant also agrees to notify Landlord's Representative, at Telephone Number 866 340-2841, at least seventy two (72) hours prior to the commencement of any Alterations at the Leased Premises. Landlord hereby agrees to use commercially reasonable efforts to notify Tenant of any proposed or pending alterations by Landlord (expressly excluding routine maintenance or emergency repairs to

Landlord's Facilities) at the Leased Premises; provided however, that Landlord shall have no liability to Tenant in the event that Landlord fails to provide any such notification.

10. INDEMNITY. To the maximum extent permitted under Legal Requirements, Tenant agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord and Exelon Corporation, a Pennsylvania corporation, and their respective parents, subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "**Losses**"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "**Claims**"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Tenant or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, "**Tenant Group**") at, on or about the Leased Premises, and/or (ii) any breach or violation of this Lease on the part of Tenant, and notwithstanding anything to the contrary in this Lease, such obligation to indemnify, defend and hold harmless the Indemnified Parties shall survive any termination or expiration of this Lease. This indemnification shall include, without limitation, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including, without limitation, claims and demands that may be asserted by employees, agents, contractors and subcontractors).

11. WAIVER. Any entry onto the Leased Premises by Tenant and, to the extent permitted by law, each and every member of the Tenant Group, shall be at such parties' sole risk, and Landlord makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding the Leased Premises or the condition of the Leased Premises (including, without limitation, the environmental condition thereof). To the fullest extent permitted by law, Tenant and each member of the Tenant Group hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever releases the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by Tenant or any member of the Tenant Group in connection with any entry onto the Leased Premises pursuant to this Lease. Without limiting the generality of the foregoing, in no event shall any of the Indemnified Parties be responsible or liable for any loss, damage, destruction, theft or misappropriation of any of the property of Tenant or any member of the Tenant Group. This Section will survive termination or expiration of the Lease.

12 DIGGING WORK. If Tenant performs any grading, leveling, digging or excavation work on the Leased Premises (which work shall be subject to Landlord's prior written approval), Tenant will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Leased Premises are located in the City of Chicago, or in the event the Leased Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Leased Premises. If Tenant damages any such underground facilities in the course of its work, Tenant will promptly reimburse Landlord or the owner of such equipment or facilities for any and all expense incurred in repairing or replacing such damage.

13. CASUALTY. In the event of any damage to or destruction of the Leased Premises, by fire or other casualty, which materially and adversely affects Tenant's use and enjoyment of the Leased Premises for the purposes specified in this Lease, then either Landlord or Tenant shall have the right, no later than ninety (90) days after such party becomes aware of such damage or destruction, to terminate this Lease upon sixty (60) days' prior written notice to the other. In the event of any damage or destruction which is

not so extensive, or in the event that Landlord and Tenant elect not to terminate this Lease pursuant to the preceding sentence, then this Lease shall continue in full force and effect, and Tenant will promptly and diligently, at its sole cost and expense, repair, restore, rebuild and replace the Leased Premises (and all improvements, fixtures, equipment and property thereat) as nearly as possible to the condition they were in immediately prior to such damage or destruction. Any such work shall be done in a manner satisfactory to Landlord, and in accordance with all Legal Requirements and the terms and provisions of this Lease. Landlord shall not be liable or responsible for any loss or damage caused to any property of Tenant or any member of the Tenant Group (including, without limitation, any such loss or damage caused by fire, vandalism or other casualty) at any time during the Term hereof.

14. CONDEMNATION. If the Leased Premises, or a substantial part thereof, or a portion which prevents use of the Leased Premises for the purposes specified herein, shall be taken or condemned by any competent authority for any public use or purpose, the Term shall end on the date when the possession of the part so taken shall be required for such use or purpose, and without apportionment of any condemnation award or proceeds (it being understood that Landlord shall be entitled to the entire amount of any such award or proceeds, and Tenant shall have no right to share therein). Then current Rent shall be apportioned as of the date of such termination.

15. ENVIRONMENTAL PROTECTION.

A. **General.** Tenant covenants and agrees that Tenant shall conduct its operations on the Leased Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Tenant nor any member of the Tenant Group shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Leased Premises. Without limiting any other indemnification obligations of Tenant contained herein, Tenant hereby agrees to protect, indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, spilled or released by Tenant, any member of the Tenant Group or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Leased Premises. For purposes of this Lease, the term "**Hazardous Materials**" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. For purposes hereof, the term "**Environmental Laws**" shall mean all federal, provincial, state and local environmental laws, statutes, ordinances, regulations and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the

environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

B. Wetlands. If there are wetlands on the Leased Premises, or if wetlands should develop on the Leased Premises during the Term, Tenant shall strictly comply with and observe all applicable Environmental Laws. At Landlord's request, Tenant shall, at Tenant's sole cost, furnish Landlord with a survey of the Leased Premises delineating any wetland areas located on the Leased Premises. Under no circumstances shall Tenant change the physical characteristics of any wetland areas located on the Leased Premises, or any other adjoining land or place any fill material on any portion of the Leased Premises, or any adjoining land, without in each instance obtaining Landlord's prior written consent (which may be granted or withheld in Landlord's sole discretion), and only then in compliance with applicable Environmental Laws.

C. Notice of Violation/Release. Tenant shall provide Landlord with prompt written notice upon Tenant's obtaining knowledge of the existence of any Hazardous Materials on, in or under the Leased Premises in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Materials affecting the Leased Premises.

D. Survival. This Section shall survive the expiration or other termination or expiration of the Lease.

16. INSURANCE. Tenant shall comply with the insurance provisions contained in Exhibit D attached hereto and made a part hereof.

17. ZONING. Tenant hereby acknowledges that Landlord has made no representations that the Leased Premises may be used or is properly zoned for the Permitted Use, and Tenant further agrees that it will (at its sole cost and expense) obtain all necessary permits and other approvals prior to undertaking the Permitted Use. Tenant assumes all obligations and responsibilities for compliance with all Legal Requirements including, without limitation, all applicable zoning laws and ordinances, building codes and governmental regulations. This Lease is not preconditioned on Tenant obtaining any zoning or use permits or approval. This Lease does not constitute the authority to seek a zoning change to permit the Permitted Use, and in no event shall Tenant seek or apply for any such zoning change to the Leased Premises without Landlord's prior written consent, which consent may be given or withheld in Landlord's sole and absolute discretion.

18. NO SIGNS. Tenant shall not place or permit to be placed by any person or entity (other than Landlord) on the Leased Premises any signs or billboards (including, without limitation, any advertising signs or billboards) without the prior written approval of Landlord, which approval Landlord may give or withhold in Landlord's sole and absolute discretion. Tenant may place signs on the Specified Area without the consent of Landlord relating solely to safety and directional matters involving the Permitted Use. Tenant agrees to place a sign in a visible area within the Specified Area that contains an acknowledgment of Landlord's assistance and cooperation with the Tenant with respect to the Permitted Use, all in a manner and form reasonably acceptable to Landlord.

19. DAMAGE TO LANDLORD'S FACILITIES. Tenant agrees that in the event any work done by or on behalf of the Tenant on the Leased Premises causes damage to Landlord's Facilities, Tenant will promptly reimburse Landlord for any and all expense incurred for the repairing or replacement of such damage, within thirty (30) days, after presentation to Tenant of Landlord's statement therefor.

20. DEFAULT.

A. The occurrence of any of the following shall be considered a **“Default”**:

(i) Tenant shall at any time fail to make any payment of Rent (or any portion thereof) or any other payments required of Tenant hereunder when required, and such failure continues for a period of more than ten (10) days (without necessity of any notice or demand therefor); or

(ii) Tenant shall breach or violate any of its duties or obligations set forth in Section 7 (Surrender of Leased Premises; Restoration), Section 8 (Compliance with Laws), Section 16 (Insurance), Section 22 (Covenants Against Liens), Section 23 (Assignment and Subletting) or Section 30 (Subordination; Estoppel) of this Lease; or

(iii) Tenant shall at any time be in default of any other covenants and conditions of this Lease to be kept, observed and performed by Tenant, which and such default continues for more than thirty (30) days (or such shorter time period as may specifically be set forth in this Lease) after notice from Landlord; or

(iv) this Lease or Tenant’s interest therein, or any interest in Tenant, shall be assigned, transferred, mortgaged or pledged, levied on or attempted to be taken by execution, attachment or other process of law, or if any execution or attachment shall be issued against Tenant, or any of Tenant’s property in the Leased Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant; or

(v) a receiver, assignee or trustee shall be appointed for Tenant or Tenant’s property or if the Tenant shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Tenant; or

(vi) Landlord shall receive notice of any alleged violation of any Legal Requirements resulting from or in any way connected with Tenant’s use of the Leased Premises and such violation is not cured (and all liabilities connected therewith fully satisfied) by Tenant prior to the earlier of (a) the last day of the period permitted by law for curing such violation or (b) the first date Landlord becomes subject to any fine, penalty, lien, judgment, order or other liability due to the continued existence of such violation; or

(vii) Tenant shall abandon the Leased Premises or vacate same during the Term hereof.

B. If a Default occurs, Landlord may do any or all of the following (all of which remedies shall be cumulative and not exclusive, and all of which remedies shall be in addition to, and not in lieu of, any other rights and remedies to which Landlord may be entitled under this Lease, at law or in equity):

(i) At its option, at once, without notice to Tenant or to any other person, terminate this Lease and at its option, require payment in full of the Rent due for the unexpired term of the Lease;

(ii) Enter into the Leased Premises, and remove Tenant’s property and effects therefrom, and/or take and hold possession thereof, without such entry and/or possession terminating this Lease or releasing Tenant in whole or in part from Tenant’s obligations to pay Rent and perform all its other obligations hereunder for the full Term, and to relet the Leased Premises or any part or parts thereof, either in the name of for the account of Landlord or Tenant, for such Rent and for such term and terms as Landlord may see fit, which term may at Landlord’s option extend beyond the balance of the Term of this Lease. Except to the extent required under applicable Legal Requirements, Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by the Tenant about such reletting. In any case, Landlord may make such

repairs, alterations and additions in or to the Leased Premises as it sees fit. Tenant shall pay Landlord any deficiency between the Rent hereby reserved and covenanted to be paid and the net amount of the rents collected on such reletting, for the balance of the Term of this Lease, as well as any expenses incurred by Landlord in such reletting, including, but not limited to attorney's fees, broker fees, the expenses of repairing, altering the Leased Premises, and otherwise preparing the same for re-rental. All such costs, other than the rental, shall be paid by Tenant upon demand by Landlord. Any deficiency in rental amounts shall be paid in monthly installments, upon statements rendered by Landlord to Tenant, unless Landlord has declared the entire Rent for the balance of the Term due, as elsewhere in this Lease provided. Any suit brought to collect the amount of the deficiency for any one or more months' Rent shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent month's Rent;

(iii) Require that upon any termination of this Lease, whether by lapse of time, the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, the Tenant shall at once surrender possession of the Leased Premises to the Landlord and immediately vacate the same and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Leased Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary without being deemed guilty of trespass, eviction or forcible entry, without thereby waiving Landlord's rights to Rent or any other rights given Landlord under this Lease or at law or in equity;

(iv) Remove, at its option if the Tenant shall not remove all effects from the Leased Premises in this Lease as provided, any or all of such effects in any manner that Landlord shall choose and store the same without liability for loss thereof, and Tenant will pay Landlord, upon demand, any and all expenses incurred in such removal and also storage of said effects for any length of time during which the same shall be in Landlord's possession or in storage, or Landlord may at its option, without notice, sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to Landlord, including the expenses of removal and sale;

(v) Collect from Tenant any other loss or damage Landlord may sustain by reason of any breach (including, without limitation, the unamortized portion of any brokerage fee or commission paid by or on behalf of Landlord to any broker or finder with respect to this Lease) and any diminished value of the Leased Premises resulting from said breach;

(vi) Enjoin any such breach of this Lease by Tenant; and/or

(vii) Take any and all corrective actions Landlord deems necessary or appropriate to cure the default of Tenant in question and charge the cost thereof to Tenant, together with (i) interest at the Default Rate, and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred Landlord in administering such cure, such payment to be made by Tenant upon Landlord's presentment and demand therefor.

C. Except as specifically provided in this Section Tenant expressly waives the service of any notice of intention to terminate this Lease or to terminate Tenant's right of possession of the Leased Premises or to re-enter the Leased Premises and waives the service of any demand for payment of Rent or for possession and waives the service of any and every other notice or demand prescribed by any statute,

law or ordinance and agrees that the simple breach of any of the covenants of this Lease (beyond any applicable notice and cure periods) shall, of itself, without the service of any additional notice or demand whatsoever, at Landlord's option, constitute a default on the part of Tenant. No receipt of monies by the Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Leased Premises after termination in any way of this Lease or after the giving of any notice, shall reinstate, constitute or extend the Term of this Lease or affect any notice given to the Tenant prior to the receipt of such money, it being agreed that after the service of notice of the commencement of a suit, or after final judgment for possession of the Leased Premises, Landlord may receive and collect any Rent or other amounts due Landlord and such payment not waive or affect said notice, said suit, or said judgment.

D. Any and all rights and remedies which Landlord may have under this Lease at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of said rights and remedies may be exercised at the same time or at different times and from time to time.

E. If Landlord is required to incur expense, legal, incidental, or consequential, because of the breach of this Lease by Tenant, the Tenant shall promptly reimburse Landlord for such expense upon being given a written itemization and explanation thereof. In the event of commencing a court action as a result of any breach, it is agreed that such expenses are to be considered a part of the damages claimed in said action and any expense incurred in prosecuting that action shall be included. It is agreed that the term "expenses" as used herein shall include, but not be limited to, attorney's fees, court costs, district justice costs, and any and all other costs and expenses reasonably related to such breach.

F. The failure of Landlord to enforce rights under this Lease on one or numerous occasions shall not affect the Landlord's ability to enforce that right on any subsequent occasion or occasions.

G. Upon the occurrence of a Default or any breach or default under this Lease by Tenant, Tenant shall be liable for and shall reimburse Landlord upon demand for all reasonable attorney's fees and costs incurred by Landlord in enforcing Tenant's obligations under this Lease, whether or not Landlord files legal proceedings in connection therewith.

H. In the event that a Default shall occur and Landlord elects to terminate this Lease, or upon expiration of this Lease, Tenant shall not be relieved of its duties or obligations under this Lease so long as Tenant or any of Tenant's property remains on the Leased Premises. Additionally, any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

I. In the event of a threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall (without limiting any of Landlord's other rights or remedies hereunder, at law or in equity) have the right to enjoin any such threatened breach.

21. LIMITATION ON LIABILITY. It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements continued in this Lease are made or intended as personal covenants, undertakings or agreements by Landlord or any entity which is affiliated with Landlord its parent or subsidiaries. Tenant specifically agrees to look solely to Landlord's interest in the Leased Premises for the recovery of any sums, damages, awards or judgments from Landlord. It is agreed that neither Landlord, nor any entity which is affiliated with Landlord (nor any of their respective parents or subsidiaries, nor any of their respective shareholders, venturers, officers, directors or employees) shall be personally liable for any such sums, damages, awards or judgments. This Section will survive termination or expiration of the Lease.

22. COVENANTS AGAINST LIENS. Tenant hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Leased Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Tenant or any member of the Tenant Group or otherwise. In the event any such lien or claim for lien is filed, Tenant will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Landlord, Landlord, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Tenant that Landlord shall have no duty to investigate the validity thereof), and Tenant shall promptly upon notice thereof reimburse Landlord for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Landlord in connection with such lien or claim of lien. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liens or claims for lien arising out of or in any way connected with Tenant's use and occupancy of the Leased Premises. Any rights and obligations created under or by this Section shall survive termination or expiration of this Lease.

23. ASSIGNMENT AND SUBLETTING. Tenant shall not, directly or indirectly, assign, mortgage, pledge, encumber, or otherwise transfer this Lease (or any interest of Tenant herein), whether by operation of law or otherwise, and shall not sublet (or underlet), or permit, or suffer the Leased Premises or any part thereof to be used or occupied by others, without Landlord's prior written consent in each instance, which consent may be granted or denied by Landlord in its sole and absolute discretion. Any assignment, sublease, mortgage, pledge, encumbrance or transfer by Tenant in contravention of the provisions of this Section shall be void. For purposes of this Lease any transfer, directly, indirectly or by operation of law, of a "controlling" interest in Tenant shall constitute an assignment of this Lease, and shall be subject to the terms and provisions of this Section. For purposes hereof, a "controlling" interest in Tenant shall mean: (a) the ownership, directly or indirectly, of a majority of the outstanding voting stock or interests of Tenant, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Tenant, whether through the ownership of voting securities or other ownership interests, by statute, or by contract.

24. TERMINATION. Prior to the end of the Term, this Lease may be terminated at any time by either of the parties hereto by giving ninety (90) days prior written notice to the other party of such termination. This Lease may also be terminated by Landlord, if Landlord is required to do so by a regulatory body, by a court of competent jurisdiction or Legal Requirements. In the event this Lease is terminated for any reason, any Rent paid in advance shall be prorated to the effective date of such termination and the unearned portion thereof refunded to Tenant.

25. LANDLORD'S RIGHTS. The rights of the Landlord to utilize the Leased Premises in its utility business, at all times, will be and remain paramount to the rights herein granted to Tenant by Landlord and nothing stated herein is to be construed as restricting Landlord from granting rights to other parties or persons in, upon or under the Leased Premises. Without limiting the generality of the foregoing, the parties specifically refer to rights relating to sewers, water pipes and mains, drainage tiles and pipes, gas main and pipelines and other associated uses. In addition, Landlord shall have the right to enter upon the Leased Premises at any time and from time to time during the Term to (a) show the same to prospective tenants, mortgagees and/or purchasers, and to place "For Rent" and/or "For Sale" signs thereon and (b) to conduct any and all vegetation management in, on, or about the Leased Premises in accordance with Landlord's then current vegetation management practices and procedures.

26. RIGHT OF ENTRY. Tenant agrees that Landlord and Landlord's agents, representatives, employees, contractors, licensees, invitees, tenants, successors and assigns (collectively, "**Landlord Parties**"), shall have the right to enter the Leased Premises at any time Landlord deems necessary, to

alter, modify, augment, supplement, improve, upgrade, use, operate, repair, replace, install, construct, maintain or protect Landlord's Facilities and to conduct vegetation management activities, including the right to cut down, trim and remove any trees, brush or other vegetation that interferes with or potentially interferes with Landlord's Facilities on the Leased Premises as Landlord deems necessary in its sole discretion. Tenant shall not plant any trees or other vegetation on the Leased Premises without the prior written consent of Landlord which it may withhold in its sole discretion. Landlord has the right to require Tenant to remove and relocate any paving, improvements or property owned or used by Tenant at the Leased Premises, in connection with the use, operation, maintenance, repair, installation and/or removal of Landlord's Facilities by any Landlord Party, and/or or in connection with any other use (present or future) of the Leased Premises by the Landlord Parties, all of which removal and relocation shall be at Tenant's sole cost and expense. In the event that Tenant fails to remove and/or relocate any such paving, improvements or property upon notice from Landlord, then Landlord shall have the right (but not the obligation) to remove such paving, improvements or property on Tenant's behalf, and at Tenant's cost, and Tenant shall promptly reimburse Landlord for any costs and expenses paid or incurred by Landlord in connection therewith. Tenant agrees that it will cooperate with Landlord in connection with any entry on, and work at, the Leased Premises by the Landlord Parties, and shall coordinate Tenant's use of the Leased Premises with any use of the Leased Premises by any of the Landlord Parties, including but not limited to vegetation management. Landlord shall not in any event be liable for inconvenience, disruption, disturbance, loss of business or other damage to Tenant by reason of any entry on, or work at, the Leased Premises by any Landlord Party, or on account of bringing materials, supplies, and equipment into or through the Leased Premises. Tenant understands that the business of the Landlord involves, among other things, the construction, installation, maintenance, operation, and use of Landlord's Facilities now or which may hereafter be erected or installed upon, along, on, over, across or under the Leased Premises, or property adjacent thereto, which are used or useful in connection with the generation, conversion, transmission or distribution of electricity and gas and communications services. Tenant covenants and agrees (as a specific condition of this Lease) that Tenant and each member of the Tenant Group will not, under any circumstances whatsoever, touch, handle, tamper with or contact, directly or indirectly, any of the Landlord's Facilities, nor damage, destroy, interfere with, obstruct or otherwise adversely affect, Landlord's Facilities.

27. LANDLORD'S RIGHT TO TRANSFER. This Lease shall not in any manner or to any extent limit or restrict the right of Landlord to use or dispose of the Leased Premises as Landlord may in its discretion desire, subject to rights of Tenant hereunder. Landlord shall have the right, without notice to or consent from Tenant, to assign this Lease to any person or entity that succeeds (directly, indirectly or by operation of law) to any of Landlord's right, title or interest in or to the Leased Premises.

28. TENANT'S PROPERTY. It is expressly understood and agreed that all equipment and other personal property that Tenant may install upon the Leased Premises during the Term shall remain the property of Tenant and shall be removed by Tenant (as set forth in Section 7 hereof), at its sole cost and expense, at the expiration of the term of this Lease or at any time prior thereto.

29. HOLDING OVER. Tenant shall have no right to remain in possession of all or any part of the Leased Premises after the expiration of the Term. In the event that Tenant remains in possession of all or any part of the Leased Premises after the expiration or earlier termination of the Term, at Landlord's option (exercised by giving Tenant written notice): (a) such tenancy shall be deemed to be either (at Landlord's sole option) a periodic tenancy from month-to-month only, or a tenancy at sufferance terminable at will by Landlord; (b) such tenancy shall not, unless Landlord otherwise elects (as set forth above), constitute a renewal or extension of this Lease for any further Term; and (c) such tenancy may be terminated by Landlord upon the earlier of thirty (30) days' prior written notice or the earliest date permitted by law. In the event Tenant remains in possession after the expiration or earlier termination of the Term, then: (i) Landlord shall have the right to charge Tenant a monthly Base Rent equal to

Landlord's estimate (as determined by Landlord in its sole discretion) of two hundred percent (200%) of the fair market monthly rental value of the Leased Premises, and any other sums due under this Lease shall be payable in the amount and at the times specified in this Lease, and (ii) Tenant agrees to the extent permitted by law to indemnify, defend (with counsel acceptable to Landlord, which acceptance shall not be unreasonably withheld) and hold the Indemnified Parties harmless from and against any and all Losses and Claims sustained, incurred and/or brought against any of the Indemnified Parties by reason of such retention of possession of the Leased Premises (which may include, without limitation, any Claims made by any actual or prospective subsequent lessee or other user or occupant of the Leased Premises or any portion thereof). Any such month-to-month tenancy or tenancy at sufferance shall be subject to every other term, condition, and covenant contained in this Lease.

30. SUBORDINATION; ESTOPPEL.

A. This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to the lien of any mortgage now or hereafter existing against all or any portion of the Leased Premises. Tenant acknowledges that its title is and always shall be subordinate to the title of the owner of the Leased Premises and nothing herein contained shall empower Tenant to do any act which can, shall or may encumber the title of the owner of the Leased Premises. In confirmation of such subordination, Tenant shall promptly execute and deliver any instrument that Landlord or any mortgagee of Landlord may request to evidence such subordination no later than ten (10) business days after Landlord's request therefor. If any mortgagee of Landlord (or its successors or assigns), or any other person or entity, shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed, then at the request of such party so succeeding to Landlord's rights ("**Successor Landlord**") and upon Successor Landlord's written agreement to accept Tenant's attornment, Tenant shall attorn to and recognize Successor Landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and shall be applicable after such attornment.

B. Tenant agrees, at any time and from time to time, as requested by Landlord, upon not less than ten (10) days' prior notice, to execute and deliver to Landlord a written statement executed and acknowledged by Tenant, (a) stating that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the Base Rent, (c) setting forth the date to which the Rent has been paid, (d) stating whether or not, to the best knowledge of the Tenant, Landlord is in default under this Lease, and if so, setting forth the specific nature of all such default, (e) stating whether there are any subleases affecting the Leased Premises, (f) stating the address of Tenant to which all notices and communication under the Lease shall be sent, and the Commencement Date, and (g) containing any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this paragraph may be relied upon by others with whom Landlord may be dealing, including any purchaser or owner of the Leased Premises, or of Landlord's interest in the Leased Premises or any lender or mortgagee of Landlord. If Tenant fails to execute and return such written statement to Landlord within such ten (10) day period, such failure shall constitute Tenant's agreement as to the accuracy of the information contained in the written statement submitted to Tenant by Landlord.

31. MISCELLANEOUS.

A. Illinois Commerce Commission Approval. Landlord and Tenant acknowledge that Landlord is a public utility regulated by the Illinois Commerce Commission ("**Commission**") and other

governmental authorities, and this Lease and the obligations of the parties hereto are subject to all Legal Requirements applicable to Landlord as a public utility. Although it is not expected that the Commission's or other governmental authorities' approval will be required for this Lease, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authorities' approval of this Lease, under any circumstances in which such approval is required. It is further agreed and understood that this Lease may be terminated by Landlord immediately at any time in the event that Landlord is required to do so by the Commission or some other governmental authority.

B. Notices. Whenever notice is required to be given pursuant to this Lease, the same shall be either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Landlord:

Commonwealth Edison Company
Three Lincoln Centre 4th Floor
Oakbrook Terrace, IL 60181
Attn: Real Estate Asset Management

with a copy to:

Exelon Business Services Company, LLC
Law Department
10 South Dearborn Street, 49th Floor
Chicago, Illinois 60603
Attn: Assistant General Counsel – Real Estate

If to Tenant:

Village of Lincolnwood
6900 N. Lincoln Avenue
Lincolnwood, Illinois 60712
Attn: Village Manager

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Lease, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

C. Prohibition on Recording. To the maximum extent permitted under Legal Requirements, Tenant agrees not to record this Lease. This Section will survive the termination or expiration of this Lease.

D. Waiver of Jury Trial. Landlord and Tenant, by this Section, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, or any other claims, and any emergency statutory or any other statutory remedy.

E. Captions. The section headings appearing in this Lease are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

F. Binding Effect. The covenants, conditions, and agreements contained in this Lease will bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and permitted assigns. In the event that Tenant is comprised of more than one individual or entity, the obligations of such individuals or entities under this Lease shall be joint and several.

G. Entire Agreement. This Lease, the exhibits and addenda, if any, contain the entire agreement between Landlord and Tenant regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Leased Premises.

H. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Lease.

I. No Waiver. The failure of either party to enforce at any time any provision of this Lease shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Lease or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Lease shall be held to constitute a waiver of any other or subsequent breach.

J. No Third Party Beneficiaries. Landlord and Tenant agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Lease nor any of the rights and privileges conferred herein.

K. Governing Law. The terms and provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Lease (each a "**Proceeding**"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) in the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

L. Counterparts. This Lease may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

M. Subordinate. This Lease, and all of Tenant's rights and interests hereunder, are subject and subordinate to any and all recorded and unrecorded easements, licenses, leases and permits, and all other matters (whether recorded or unrecorded) affecting the Leased Premises (or title thereto) dated prior to the date of this Lease.

N. Severability. If any term, provision or condition in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

O. Time of the Essence. Time is of the essence of this Lease, and each and every term and provision hereof.

P. No Partnership. None of the terms or provisions of this Lease shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any of the terms or provisions of this Lease cause them to be considered joint venturers or members of any joint enterprise.

Q. Not an Employee. By signing this Lease, Tenant affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, nor any of their respective parents, subsidiaries or affiliates, nor does Tenant have any affiliated interest in any such entities.

R. No Oral Change. This Lease cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

S. Tenant's Authority. Tenant represents and warrants that it has full right, power and authority to execute and deliver this Lease, and to perform each and all of its duties and obligations hereunder. If Landlord so requests, Tenant shall provide Landlord with reasonable written evidence of such right, power and authority.

T. Termination of Lease Based Upon Change In Law. If any Legal Requirement is enacted or modified during the Term, and such enactment or modification places any additional material burden on Landlord (as determined by Landlord) as a result of Tenant's use or occupancy of the Leased Premises for any purpose, or if the use of the Leased Premises by Tenant would violate any Legal Requirements hereinafter enacted or modified, then (without limiting any other rights or remedies of Landlord hereunder) Landlord shall have the right to terminate this lease effective as of the effective date of such Legal Requirement is so enacted or modified.

U. Negotiated. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

V. Brokers. Tenant represents and warrants to Landlord that Tenant has dealt with no broker, finder or similar person or entity in connection with this Lease, or Tenant's use or occupancy of the Leased Premises. Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from and against any and all Claims and Losses brought against, sustained or incurred by Landlord by reason of Tenant's breach of the foregoing representation and warranty.

W. Tenant's Authority to Act. This Lease shall be executed for and on behalf of the Tenant pursuant to a resolution adopted by the County Board of Tenant, at a regular meeting held _____, 20__, and signed by the officers therein designated as signatories and attested by the clerk of Tenant.

X. Confidentiality. Tenant acknowledges and agrees that the terms and conditions of this Lease, including, without limitation, the Rent, and all other books, records, documents, files and other information, whether computerized, written or oral, pertaining to Landlord, Landlord's affiliates or the Leased Premises which was or shall be provided to Tenant from the negotiations of this Lease throughout the term of the Lease (collectively, "**Confidential Information**") is nonpublic, confidential or proprietary relating to Landlord, its business operations and the Leases Premises, and that Landlord would be irreparably damaged if Tenant's confidential knowledge of such information were disclosed to or utilized on behalf of any other person, firm, corporation or any other tenant of Landlord. Tenant agrees that any Confidential Information provided to Tenant is, and shall remain, property owned by Landlord, and Tenant shall have no right in or to such information other than to use the Confidential Information for the purposes set forth in the Lease. Tenant agrees to keep confidential and agrees to cause its respective employees, associates, agents, attorneys and advisors to keep confidential any and all of Confidential Information. Landlord acknowledges that Tenant is a municipal corporation, and information is permitted to be disclosed at a public meeting to the extent law requires such disclosure.

Y. Additional Requirements. Tenant shall comply the Additional Requirements listed on Exhibit E attached hereto and made a part hereof.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

LANDLORD:

COMMONWEALTH EDISON COMPANY

By: _____
Name: Timothy Hughes
Title: Director of Real Estate and Facilities

TENANT:

VILLAGE OF LINCOLNWOOD

By _____
Name:
Title:

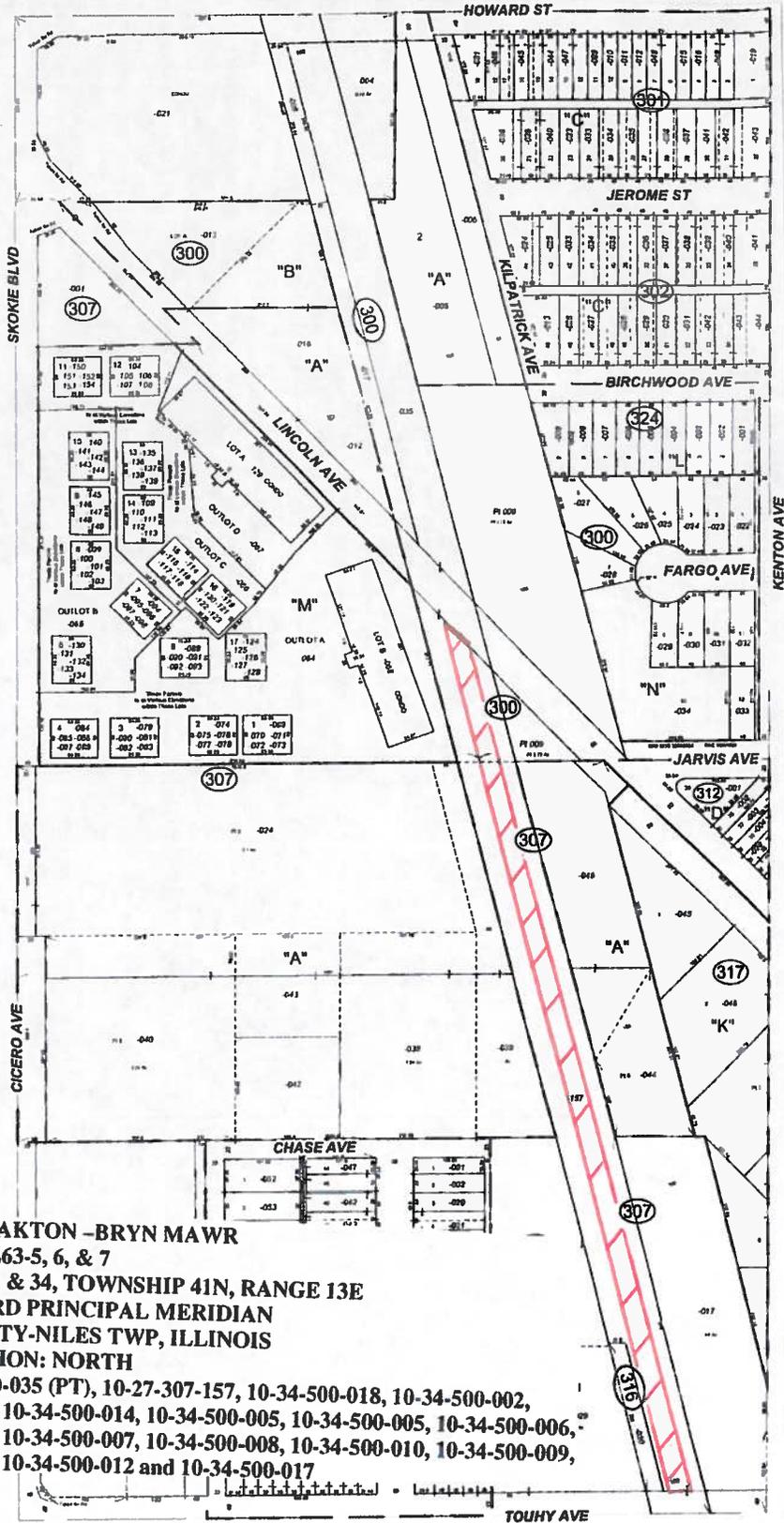
ATTEST:

By: _____

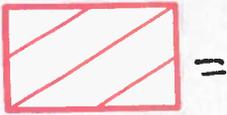
EXHIBITS

- A-1 thru A-4 Leased Premises
- B Base Rent Schedule
- C-1 & C-2 Fencing and Barrier Requirements
- D Insurance Requirements
- E Additional Requirements
- F-1 thru F-17 Plans for Proposed Federal Aid Highway

EXHIBIT A-1



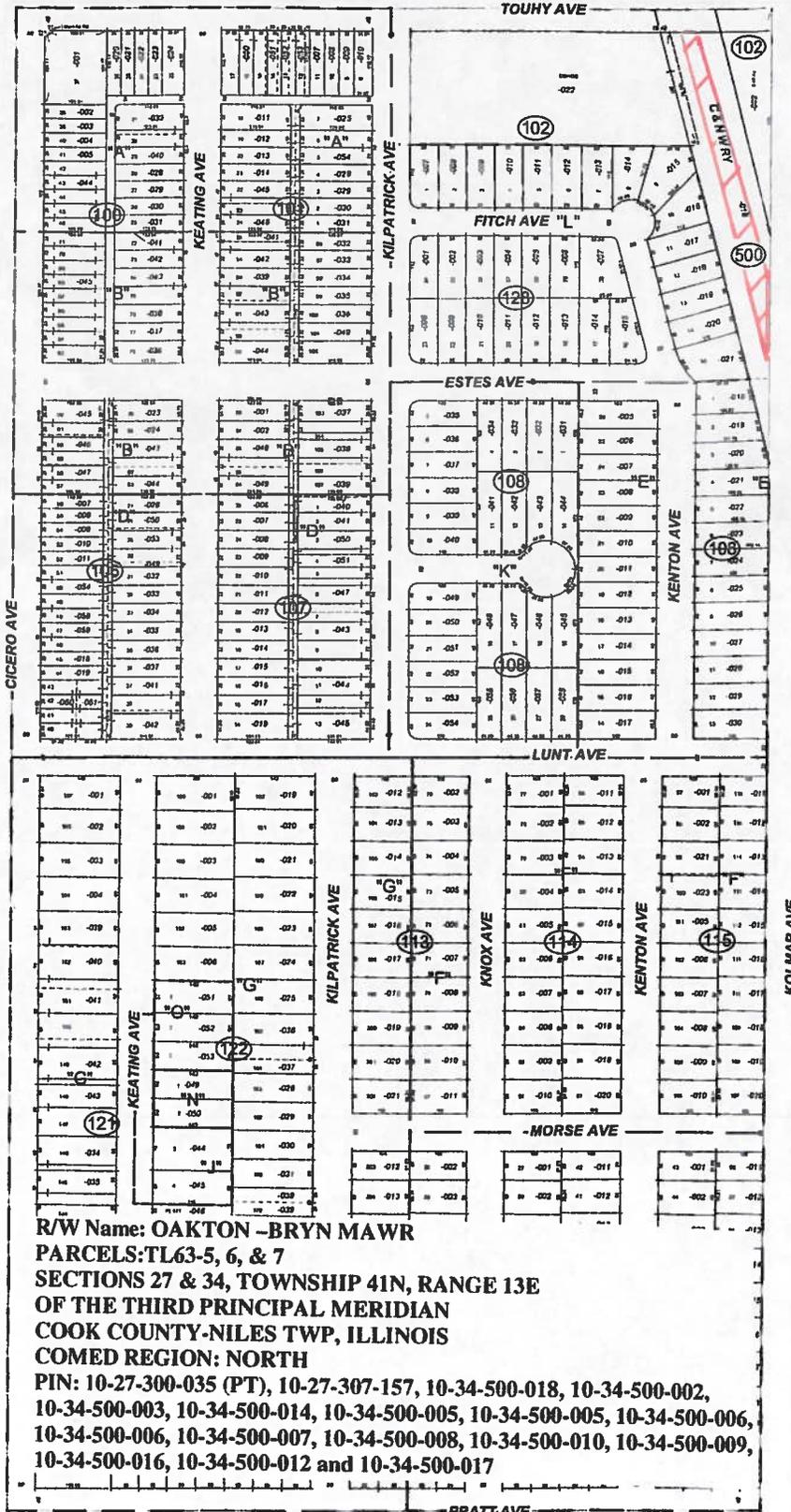
LEGEND



LEASED PREMISES

R/W Name: OAKTON - BRYN MAWR
 PARCELS: TL63-5, 6, & 7
 SECTIONS 27 & 34, TOWNSHIP 41N, RANGE 13E
 OF THE THIRD PRINCIPAL MERIDIAN
 COOK COUNTY-NILES TWP, ILLINOIS
 COMED REGION: NORTH
 PIN: 10-27-300-035 (PT), 10-27-307-157, 10-34-500-018, 10-34-500-002,
 10-34-500-003, 10-34-500-014, 10-34-500-005, 10-34-500-005, 10-34-500-006,
 10-34-500-006, 10-34-500-007, 10-34-500-008, 10-34-500-010, 10-34-500-009,
 10-34-500-016, 10-34-500-012 and 10-34-500-017

EXHIBIT A-2



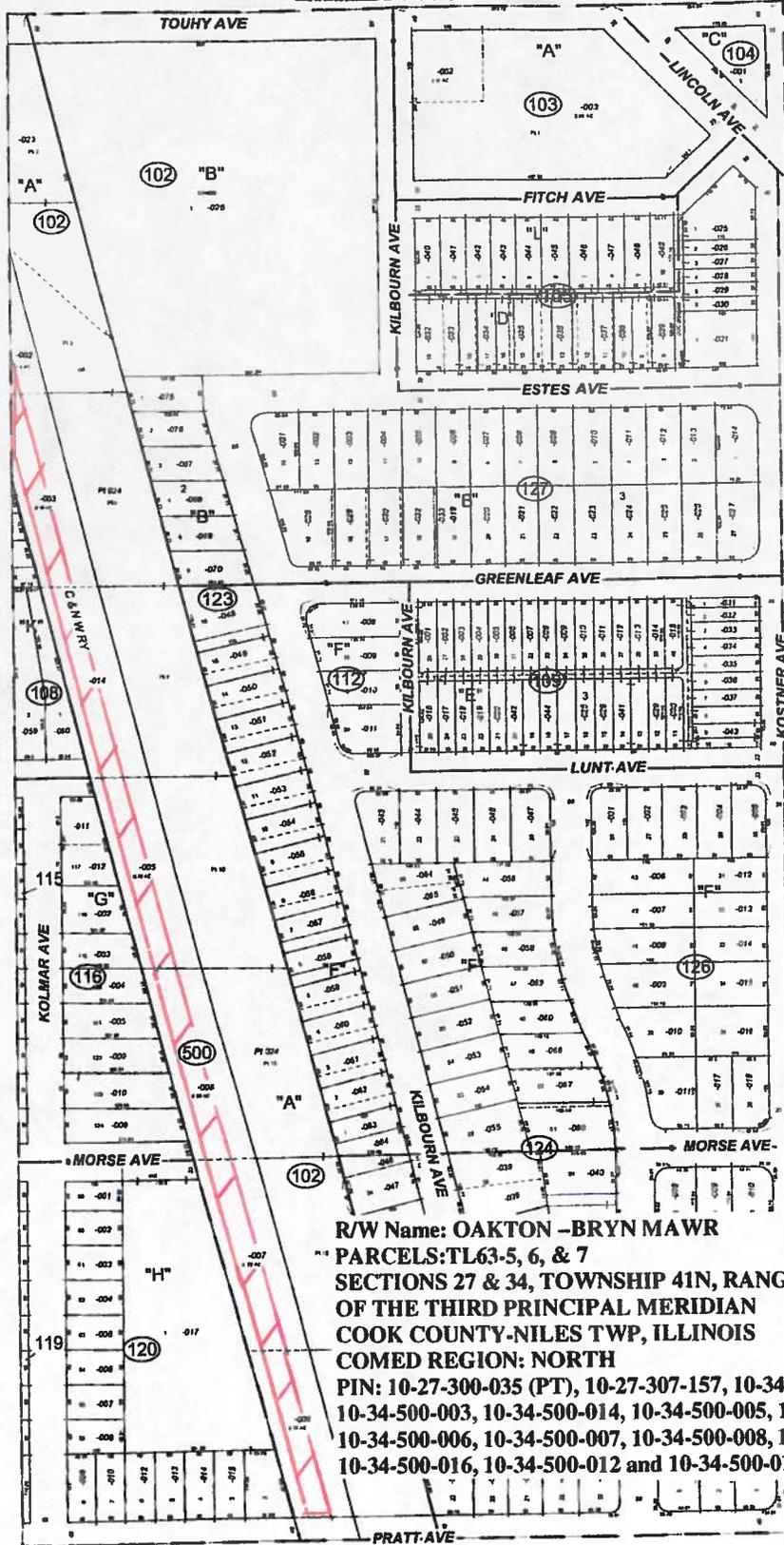
LEGEND



LEASED PREMISES

R/W Name: OAKTON - BRYN MAWR
 PARCELS: TL63-5, 6, & 7
 SECTIONS 27 & 34, TOWNSHIP 41N, RANGE 13E
 OF THE THIRD PRINCIPAL MERIDIAN
 COOK COUNTY-NILES TWP, ILLINOIS
 COMED REGION: NORTH
 PIN: 10-27-300-035 (PT), 10-27-307-157, 10-34-500-018, 10-34-500-002,
 10-34-500-003, 10-34-500-014, 10-34-500-005, 10-34-500-005, 10-34-500-006,
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 10-34-500-016, 10-34-500-012 and 10-34-500-017

EXHIBIT A-3



LEGEND



LEASED PREMISES

R/W Name: OAKTON - BRYN MAWR

PARCELS: TL63-5, 6, & 7

SECTIONS 27 & 34, TOWNSHIP 41N, RANGE 13E

OF THE THIRD PRINCIPAL MERIDIAN

COOK COUNTY-NILES TWP, ILLINOIS

COMED REGION: NORTH

PIN: 10-27-300-035 (PT), 10-27-307-157, 10-34-500-018, 10-34-500-002, 10-34-500-003, 10-34-500-014, 10-34-500-005, 10-34-500-005, 10-34-500-006, 10-34-500-006, 10-34-500-007, 10-34-500-008, 10-34-500-010, 10-34-500-009, 10-34-500-016, 10-34-500-012 and 10-34-500-017

EXHIBIT A-4



LEGEND

LEASED PREMISES

R/W Name: OAKTON -BRYN MAWR
 PARCELS: TL63-5, 6, & 7
 SECTIONS 27 & 34, TOWNSHIP 41N, RANGE 13E
 OF THE THIRD PRINCIPAL MERIDIAN
 COOK COUNTY-NILES TWP, ILLINOIS
 COMED REGION: NORTH
 PIN: 10-27-300-035 (PT), 10-27-307-157, 10-34-500-018, 10-34-500-002,
 10-34-500-003, 10-34-500-014, 10-34-500-005, 10-34-500-005, 10-34-500-006, "C"
 10-34-500-006, 10-34-500-007, 10-34-500-008, 10-34-500-010, 10-34-500-009,
 10-34-500-016, 10-34-500-012 and 10-34-500-017

EXHIBIT B

Base Rent Schedule

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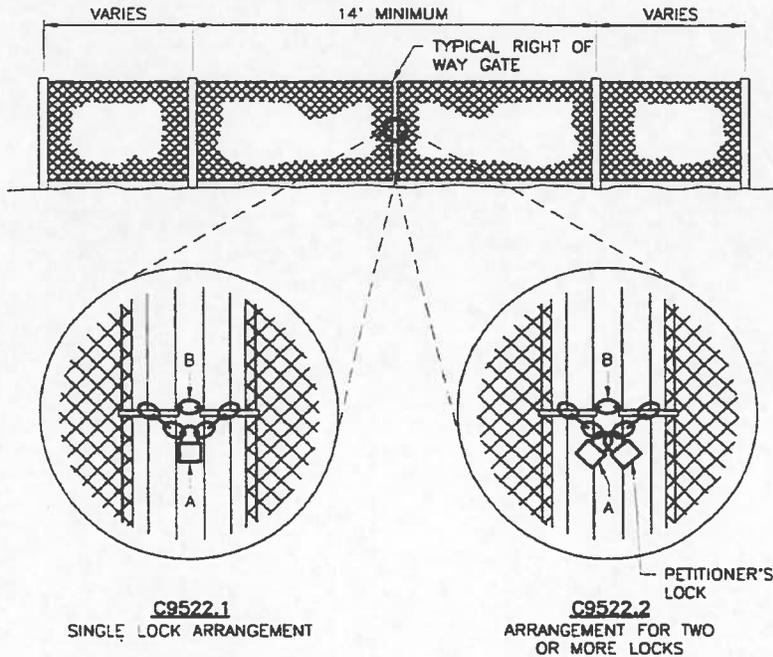
EXHIBIT C-1 and C-2 Fencing and Barrier Requirements

6-16-94
C9522
PAGE 1 OF 1

REVISES SPEC. DATED 3-9-81

6-16-94
C9522
PAGE 1 OF 1

LOCKING ARRANGEMENTS FOR TRANSMISSION RIGHT-OF-WAY GATES & TRANSMISSION LINE TERMINALS



ITEM	DESCRIPTION	EM	S.I.	UNIT	QUANTITY	
					.1	.2
A	LOCK, PADLOCK, SHACKLE OPENING 1 1/2" IN. X 3/8 IN. PLATED STEEL	-	716027	EA.	1	1
B	STRAIGHT LINK CHAIN, HOT DIPPED GALVANIZED (1)	-	786756	FT.	3	3

ENGINEERING INFORMATION

- CHAIN ORDERING DESCRIPTION STRAIGHT LINK CHAIN, TRADE SIZE 5/0. MATERIAL DIAMETER 0.26 IN., LINK WIDTH 0.44 IN. X LINK LENGTH 1.52 IN.

TRANSMISSION RELIABILITY AND STANDARDS

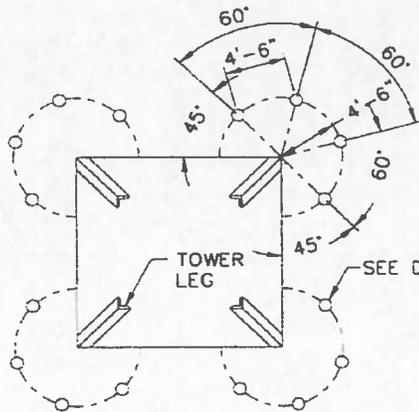
COMMONWEALTH EDISON COMPANY
SYSTEM STANDARD

X T L S C C E
REVISION

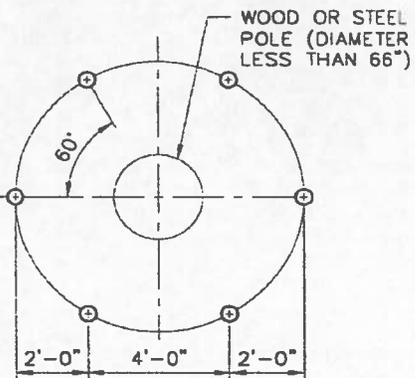
ACAD

PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES (69KV AND ABOVE)

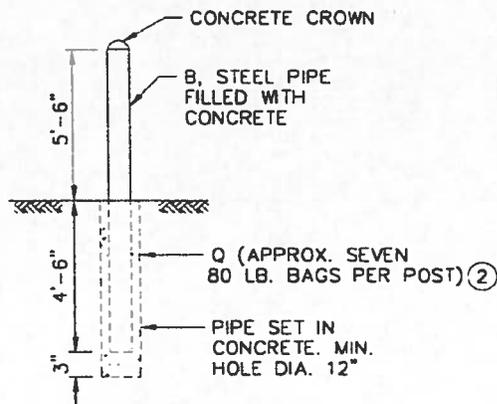
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
ADJACENT TO PARKING AREAS (USING CONCRETE-FILLED STEEL PIPES)
C9520.1_



PLAN
TYPICAL TOWER LEG PROTECTION
C9520.11

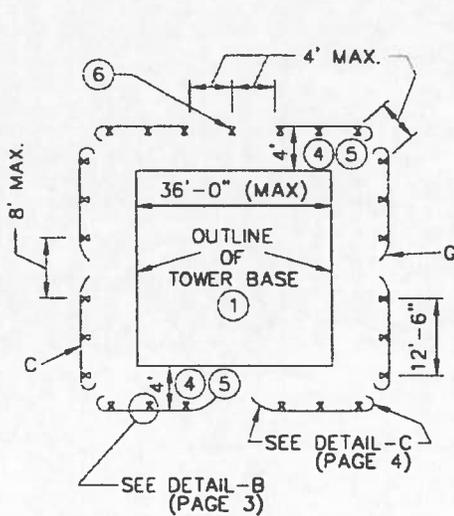


PLAN
TYPICAL WOOD OR STEEL POLE PROTECTION
C9520.12

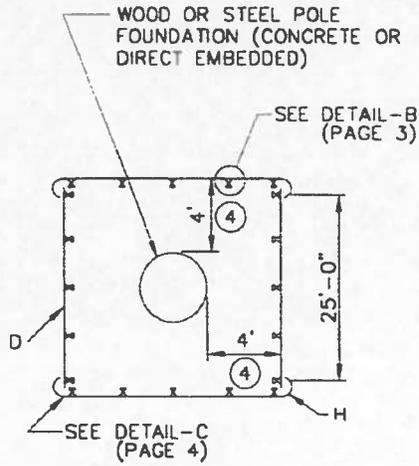


DETAIL-A

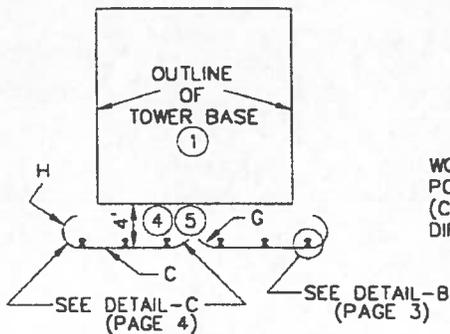
**PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 NEAR ROADWAYS (USING HIGHWAY GUARDRAIL)
 C9520.2**



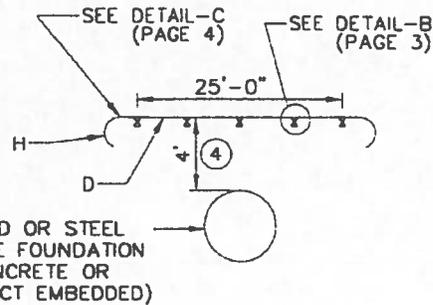
PLAN
 TYPICAL TOWER PROTECTION
 ON ALL SIDES
 C9520.21



PLAN
 TYPICAL POLE PROTECTION
 ON ALL SIDES
 C9520.22

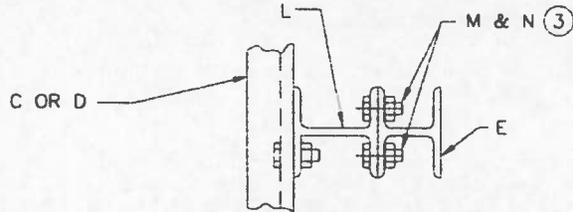


PLAN
 TYPICAL TOWER PROTECTION
 ON ONE SIDE
 C9520.23

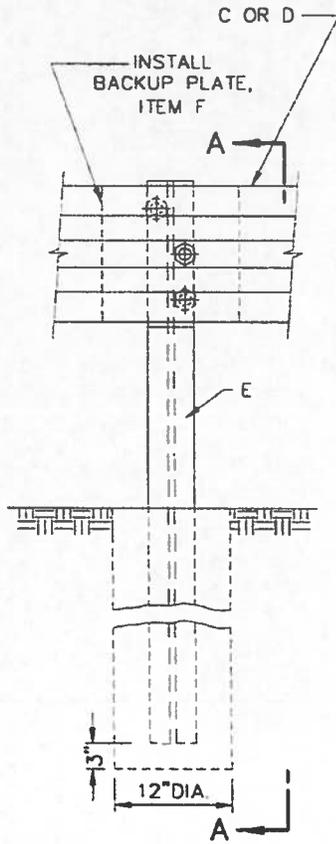


PLAN
 TYPICAL POLE PROTECTION
 ON ONE SIDE
 C9520.24

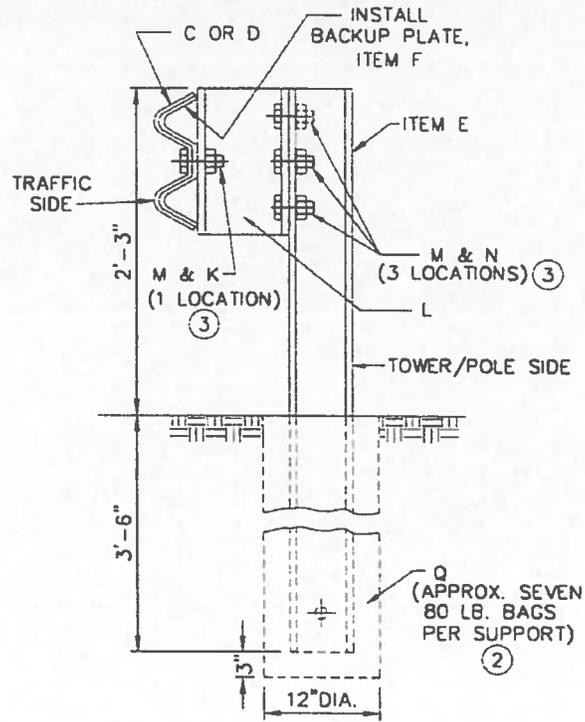
GUARDRAIL SUPPORT DETAILS, C9520.2_



DETAIL-B. PLAN

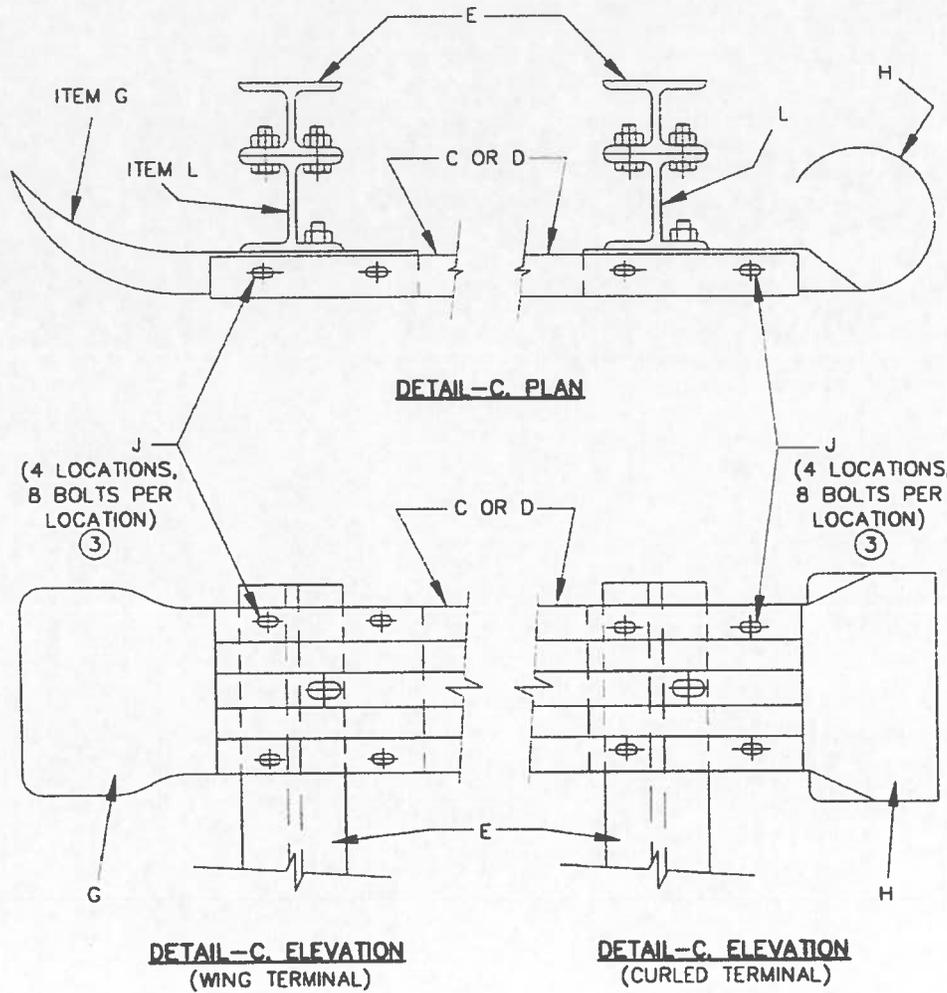


DETAIL-B. ELEVATION

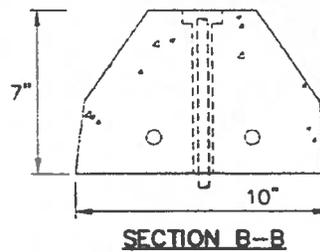
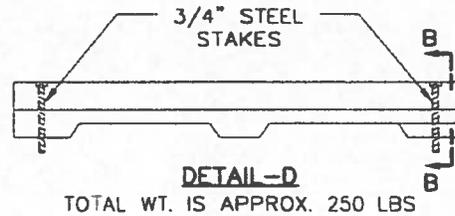
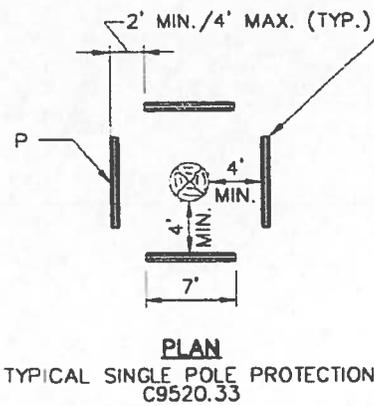
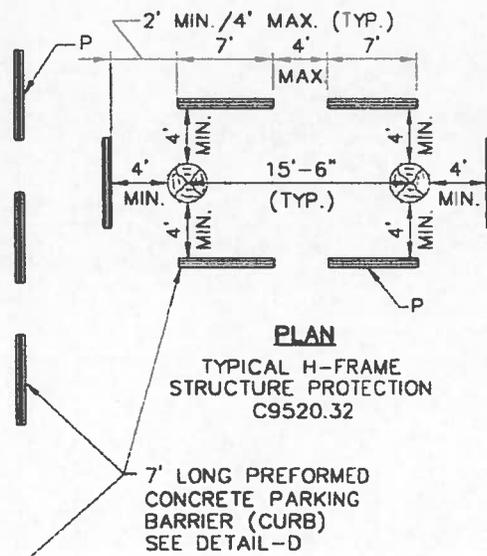
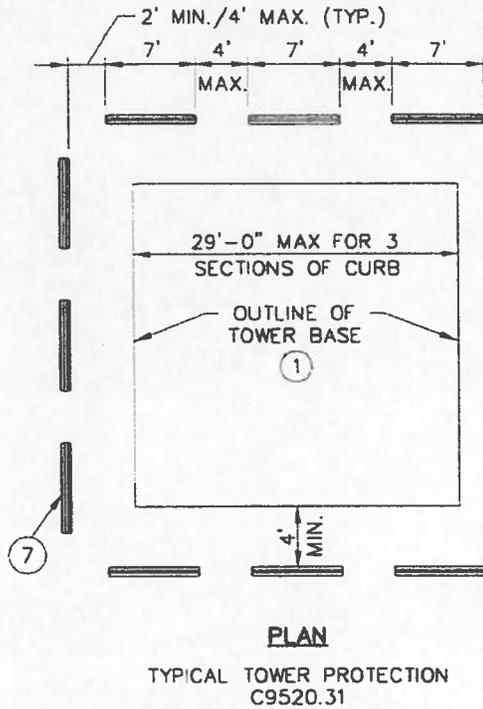


SECTION A-A

GUARDRAIL END SUPPORT/TERMINAL SECTION DETAILS, C9520.2_



**PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES
 ADJACENT TO PARKING AREAS (USING PARKING CURBS)**
 C9520.3_



APPLICATION

- THIS STANDARD SHALL BE USED FOR INSTALLATION OF VEHICLE BARRIERS AROUND TRANSMISSION STRUCTURES AND ILLUSTRATES THE DIFFERENT TYPES OF VEHICLE BARRIERS WHICH MAY BE USED FOR TRANSMISSION STRUCTURE PROTECTION.

INFORMATION

- ① ACTUAL STRUCTURE TYPE, SHAPE & BASE DIMENSIONS MAY VARY. DETAILS WILL BE FURNISHED ON THE PROJECT DRAWINGS WHERE DIFFERENT THAN SHOWN.
- ② ITEM "O", (S.I.#701129) CAN BE REPLACED WITH 4000 PSI READY-MIX CONCRETE PER EM48003. ONE CONCRETE TRUCK WITH 7 CUBIC YARD CAPACITY IS APPROXIMATELY EQUIVALENT TO 220 BAGS OF S.I.#701129 AFTER ADDING WATER AND MIXING.
- ③ NUTS ON GUARDRAIL BARRIER SHALL BE TIGHTENED WITH A TORQUE WRENCH TO A TORQUE VALUE OF 75 FOOT-POUNDS.
- ④ SPACING OF BARRIERS FROM STRUCTURE OUTLINE AS SHOWN IS MINIMUM AND MAY BE INCREASED WHERE NECESSARY.
- ⑤ THE TOWER PROTECTIVE BARRIER SPACING SHALL BE BASED ON ACTUAL TOWER BASE DIMENSIONS. DETAILS SHOWN ARE APPLICABLE TO A TOWER WITH A MAXIMUM BASE DIMENSION OF 36'-0". ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 36'-0".
- ⑥ WHERE THIS DIMENSION CAN BE KEPT AT 4 FEET OR LESS, WITH CORNER OPENING NO MORE THAN 4 FEET. THE INTERMEDIATE POST SHOWN HERE CAN BE ELIMINATED.
- ⑦ NUMBER OF UNITS DEPENDENT ON SIZE OF TOWER BUT SPACES BETWEEN UNITS SHALL NOT EXCEED THE 4 FEET SHOWN, NOR SHALL THE MINIMUM DISTANCE FROM TOWER BE CHANGED. ADD ONE UNIT AT EACH SIDE IF THE TOWER BASE DIMENSION EXCEEDS 25'-0".
- ⑧ THE LOCATIONS OF THE PROTECTIVE BARRIERS WILL BE STAKED BY THE OWNER UNLESS OTHERWISE INDICATED ON THE PROJECT DRAWINGS.
- ⑨ CARE SHALL BE TAKEN TO AVOID DISTURBANCE OF ALL AREAS OUTSIDE OF THE IMMEDIATE WORK AREA. ANY DAMAGE TO PROPERTY SHALL BE IMMEDIATELY REPAIRED. ALL ADJACENT PROPERTY SHALL BE RESTORED TO ITS ORIGINAL CONDITION IMMEDIATELY AFTER THE INSTALLATION OF THE VEHICLE BARRIERS.

EXHIBIT D
Insurance Requirements

A. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

B. Tenant agrees to require its contractors, before commencing any work on the Leased Premises to purchase and maintain a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Landlord as follows:

COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident for bodily injury by accident, one million dollars (\$1,000,000) each employee for bodily injury by disease, and one million dollars (\$1,000,000) policy limit.

COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 07 or its equivalent)) covering all contractors, subcontractors and all their subcontractors with limits of not less than two million dollars (\$2,000,000.00) per occurrence and per project or per location aggregate covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/ completed operations for not less than three (3) years from the date Landlord and Tenant terminate the lease. (CGL insurance includes, but is not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors).

Additional Insured Endorsement. All liability insurance policies shall name Landlord, its officers, directors, employees, agents, representatives, Affiliates, subsidiaries, successors, and assigns, as additional insureds, shall be primary to any other insurance carried by Landlord, and shall provide coverage consistent with ISO Form CG 2026 (11/85), or the combination of ISO Form CG 20 10 07 04 and CG 20 37 07 04, or their equivalents, and shall maintain the required coverages (including but not limited to coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors), for a period of not

less than three (3) years from the date the Lease is terminated.

COVERAGE #3

Automobile Liability coverage (including coverage for claims against Landlord for injuries to employees of Tenant and its contractors or any subcontractors in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, for owned non-owned and hired, vehicles.

COVERAGE 4

Excess or Umbrella liability insurance coverage in an amount that in combination with Commercial General Liability coverage and Automobile Liability coverage totals six million dollars (\$6,000,000) of liability insurance per occurrence.

Tenant's Insurance during the Term shall be the following:

Tenant self-insures for losses which are not greater than \$2,000,000 and shall continue to do so as long as this agreement is in effect. The Tenant carries excess liability insurance in an amount of not less than \$5,000,000 per occurrence and, with an aggregate of not less than \$10,000,000 per annual period and shall maintain such insurance so long as this agreement is in effect.

These policies do not contain any provisions excluding coverage for injury, loss, or damage arising out of or resulting from (a) doing business on, near, or adjacent to Landlord's facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling treatment, disposal, or dumping of waste materials or substances. There shall be furnished to Landlord, prior to commencing the work above described a certificate of insurance evidencing the foregoing coverage.

All policies shall contain a provision that coverages afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Landlord.

Tenant shall provide evidence of the required insurance coverage which shall be delivered to Landlord upon execution of this document. The insurance shall be kept in force through the Term hereof through the above-referred policy, or such subsequent or substitute policy or policies as Tenant may, at its discretion, obtain. Tenant shall also provide Landlord with evidence of all of the insurance required hereunder prior to the effective date of the Lease whenever any insurance policy procured by Tenant hereunder is renewed and whenever Tenant obtains a new insurance policy hereunder.

If any policy is written on a claims made basis, the retroactive date may not be advanced beyond the date of the Lease and coverage shall be

maintained in full force and effect for two (2) years after termination of the Lease, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the parties.

Insurance coverage provided by Tenant shall not include any claims made insurance policy or any policy or endorsement language that limits the scope of coverage for liability assumed under a contract.

To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

(2) (1) Provide for a waiver of all rights of subrogation which Tenant's insurance carrier might exercise against Landlord; and

(2) Any Excess or Umbrella liability coverage will not require contribution before it will apply

Landlord hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Tenant's contractors. If Tenant receives notice that Landlord has amended, corrected or changed the limits, coverages, and forms of policies, Tenant will require agreements with Contractors, signed subsequent to said notice to include such changes. In no event will notice of changes to insurance requirements affect the agreements that Tenant is currently bound to with Contractors.

WAIVER OF SUBROGATION

Tenant and its contractors shall waive all rights of subrogation against Landlord under those policies procured in accordance with this Lease.

EXHIBIT E

Additional Requirements

Tenant shall adhere to the following requirements:

1. The metallic goal structures are not to be permanent fixtures and must be removed after each use. It is suggested the metallic structures be grounded to guard against induced voltages.
2. No part of the field or goal structures shall be located within ten (10) feet of any Landlord equipment or facilities.
3. Care must be used when mowing the fields such that no Landlord structures are touched.
4. If lighting and landscaping is required, plans and details must be provided to ComEd for review to ensure safety clearances are not violated.
5. Tenant's facilities on Landlord's property should be designed for HS20 axle loading per AASHTO highway specifications in order to withstand Landlord's construction traffic.
6. Tenant must not excavate and /or store material or construction equipment within 10 feet of the existing metallic and/or wood structures installed on Landlord property. Tenant shall contact the Overhead Transmission Engineering department with any questions concerning this request.
7. Tenant must use care when working on Landlord property to avoid damage to existing facilities and equipment. The owners of the various pipelines and /or owners of underground facilities shall be contacted by the Tenant to provide any restrictions such as grade cover and/ or specific protection and/or restrictions during any penetration and/or disturbing of the Landlord property and surface.
8. There are existing buried hand holes for the LLR fiber in the area. If these hand holes were paved over during the installation of the bike path it poses a maintenance concern. Slack coils exist in the hand holes for emergency restoration purposes. The cable route should be located to verify the newly installed bike path is not over the cable or hand holes. If it is over the hand holes access to those hand holes needs to be addressed by either rerouting the path or other means. This applies to plan se 05-655 and 06-689.
9. Staging and stockpiling of material during construction must not exceed ten (10) feet in elevation above grade. Construction equipment shall not be placed on the upper-most sections of the stockpiles.
10. Tenant must remove all scrub brush, limbs and/or tree trunks within ten (10) feet of "Landlord's Facilities" located on the Leased Premises. Burning of vegetation, scrub brush, limbs and/or tree trunks is not permitted.
11. Tenant must not plant trees within fifteen (15) feet of existing overhead transmission facilities, distribution structures or other Landlord's Facilities.
12. Tenant shall only plant vegetation and /or trees that will not exceed ten (10) feet in elevation at maturity.
13. Landlord reserves the right to trim vegetation and /or trees and remove any vegetation or trees to (i) assure National Electrical Safety Code (NESC) electrical clearances are met (ii) perform maintenance and/or repairs to Landlord's Facilities.
14. The path shall not meander, but it may curve around existing structures and shall maintain fifteen (15) foot spacing from all existing transmission structures.
15. At all path access points, Tenant must post highly visible signs indicating that motorized vehicular use of the path is prohibited. Further, Tenant shall take responsibility to ensure that motorized vehicular use does not occur.
16. The path surface for Tenant's project cannot use aggregate concrete or curbs. A crushed limestone or asphalt surface is acceptable.

17. Tenant's proposed grade change cannot exceed eight (8) inches within the Landlord's property and must ensure that the existing drainage and storm water will not pool on the Leased Premises or adjacent properties.
18. Any damage to Landlord's property caused by Tenant shall be repaired at Tenant's expense.
19. Tenant shall not place obstructions on the Leased Premises that may restrict Landlord's ability to access, operate and maintain existing and future transmission and distribution facilities. Tenant shall not leave trenches open overnight.
20. Due to the presence of Landlord's electrical wires located on the Leased Premises, no vehicles, equipment or anything else having a height more than fourteen (14) feet from grade level including, but not limited to any equipment attached to vehicles or equipment such as antennas, shall be placed, driven, moved or transported thereon. Tenant shall not permit any activity which could result in a wire to ground electrical contact or damage to Landlord's Facilities. Such activities include, but are not limited to flying kites, model airplanes, driving minibikes, go carts and snowmobiles.
21. Tenant shall not leave construction equipment and materials on Leased Premises when there is no work activity actually in progress, including overnight.
22. When working in the vicinity of Landlord's electric distribution/transmission lines during installation, operation, maintenance or otherwise, Tenant shall comply with OSHA requirements of a minimum twenty (20) feet working clearance distance to be maintained between the booms, arms or other parts that can be raised on the equipment of Tenant or Tenant's contractor and Landlord's existing 138,000 and 345,000 volt electric transmission conductors. Under no circumstances shall truck beds be raised underneath Landlord's distribution and /or transmissions lines. This paragraph shall be added to any construction drawings.
23. Tenant acknowledges that the Landlord does use heavy equipment and that Landlord will not be responsible for any damage to the Tenant's facilities that may occur due to the Landlord's right to access Landlord's property to operate and maintain new and existing transmission and distribution facilities.
24. Upon completion of Tenant's project, Tenant must remove any equipment, construction debris and material from Landlord's property and restore any other disturbed areas of the Landlord's property to their pre-construction condition.
25. All applicable environmental permits must be obtained by Tenant at Tenant's sole cost, including, if required, Wetlands and National Pollutant Discharge Elimination System (NPDES) stormwater permits as required under the Clean Water Act as well as any other applicable environmental permits.
26. Tenant shall comply with requirements of all permits, which may include site monitoring, reporting and restoration extending well beyond the construction time period.
27. Tenant shall comply with all applicable regulations including implementation of a Stormwater Pollution Prevention Plan (SWPPP) and a Soil Erosion and Sediment Control Plan (SESC) to minimize sediment pollution in stormwater runoff as well as any other required practices.
28. If the project requires excavation of soil on the Leased Premises, such work shall be performed at Tenant's cost with a contractor selected by Landlord.
29. If the project requires additional soil, only clean fill shall be used.
30. No hazardous materials may be stored on Landlord's property including in any vehicle.
31. Landlord prefers that pervious materials are used in the construction of any paths on the Leased Premises.
32. A high level summary of the project plans shall be provided by Tenant to Landlord for Landlord's review and approval prior to any construction, including the following:
 - A letter that summarizes the results of Tenant's analysis of what types of environmental permits, plans, and controls are required (e.g., wetlands, SWPPP, SESC, threatened and endangered species impacts, etc.)
 - A copy of any required environmental permits
 - A copy of any environmental reports required by the permits

33. Tenant shall, at its expense, pay for all costs associated with any of the above items (consulting, permitting, cleanup, audit, etc.).

EXHIBIT F-1

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

F.A.R. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	09-00052-00-BT	COOK	28	1
ILLINOIS CONTRACT NO. 61A19				

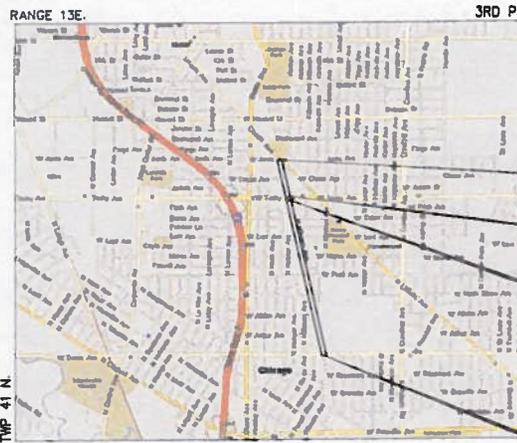
FOR INDEX OF SHEETS, SEE SHEET NO. 2

**PLANS FOR PROPOSED
FEDERAL AID HIGHWAY**

**COMMONWEALTH EDISON RIGHT-OF-WAY
DEVON AVENUE TO JARVIS AVENUE**

BIKE PATH

**SECTION: 09-00052-00-BT
PROJECT: CMM-9003(543)
VILLAGE OF LINCOLNWOOD
COOK COUNTY
C-91-287-10**



**END IMPROVEMENTS
STA. 216+00**

**END OMISSION
STA. 201+00**

**BEGIN OMISSION
STA. 166+92**

**BEGIN IMPROVEMENTS
STA. 101+00**

**LOCATION MAP
(Not to Scale)**



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

JULIE
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123 OR 511

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	
PASSED	20
DISTRICT ONE ENGINEER OF LOCAL ROADS AND STREETS	
RELEASED FOR BID BASED ON LIMITED REVIEW	20
DEPUTY DIRECTOR OF HIGHWAYS, REGION ONE ENGINEER	
APPROVED	20
VILLAGE OF LINCOLNWOOD	
PROFESSIONAL ENGINEER'S SIGNATURE & SEAL	
DATE	EXPIRES 11/30/15 SEAL
PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS	

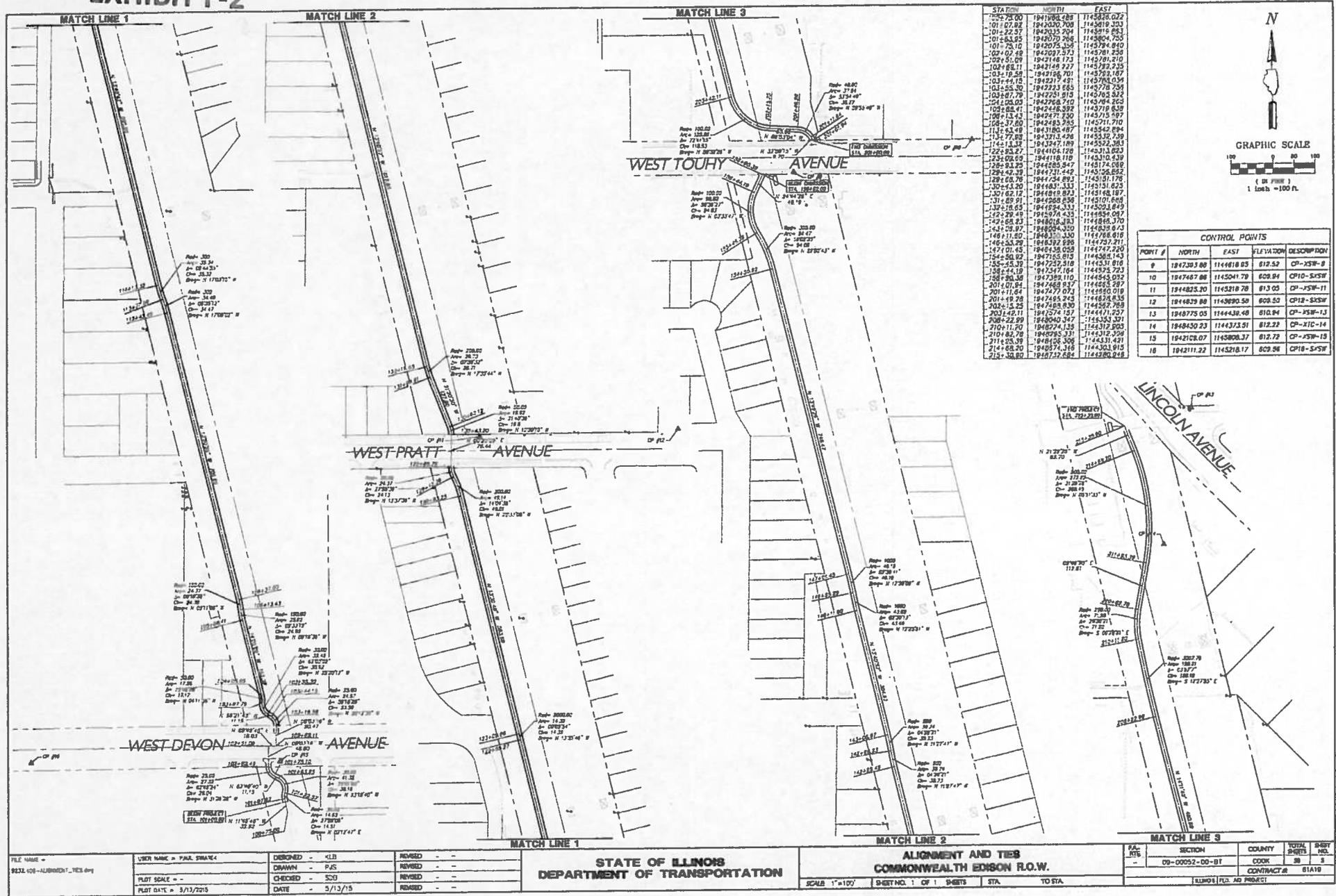
CONTRACT NO. 61A19

**GROSS LENGTH OF PROJECT • 7,200 FEET • 1.364 MILES
NET LENGTH OF PROJECT • 7,092 FEET • 1.343 MILES**

**GHA GEWALT HAMILTON
ASSOCIATES, INC.**
625 Forest Edge Drive • Vernon Hills, IL 60061
TEL: 847.478.9700 • FAX: 847.478.9701

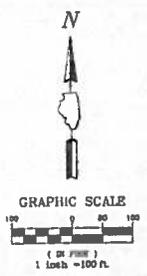
FEDERAL AID PROGRAM ENGINEER: FAWAD AQUEEL, P.E. (847) 705-4021 SCHAMBURG, IL

EXHIBIT F-2



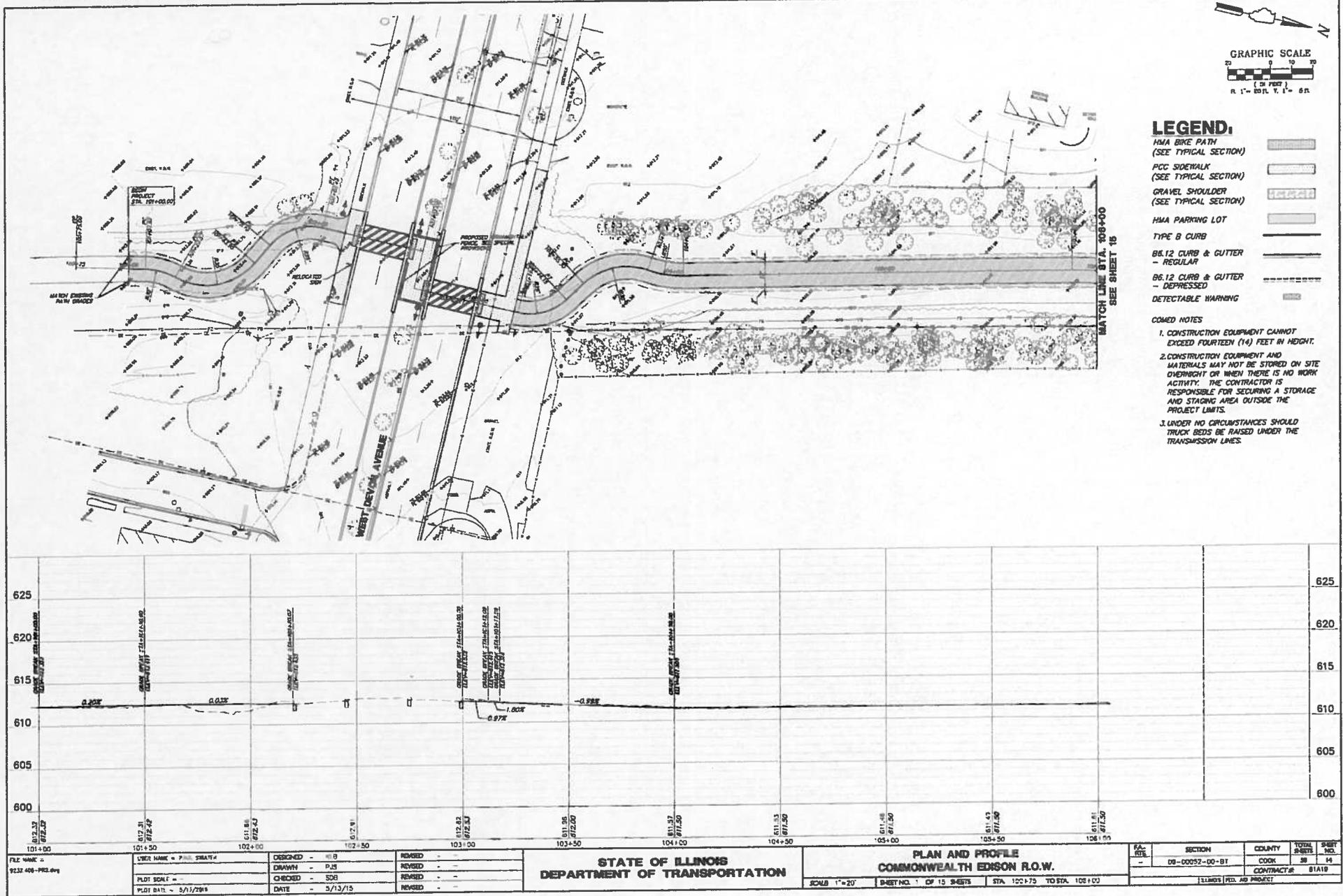
STATION	NORTH	EAST
101+07.80	1941988.489	1145386.022
101+22.57	1942035.204	1145391.883
101+26.85	1942070.266	1145394.755
101+32.10	1942095.356	1145398.810
102+02.48	1942097.573	1145781.258
102+05.09	1942148.172	1145781.210
102+08.11	1942148.127	1145782.255
103+18.58	1942196.701	1145792.167
103+49.13	1942217.471	1145798.536
103+55.30	1942223.685	1145798.256
103+67.79	1942251.919	1145792.582
104+03.05	1942265.740	1145794.351
102+08.41	1942448.897	1143719.839
106+13.43	1942471.230	1143715.957
106+37.00	1942485.265	1143711.710
111+63.48	1943180.487	1142542.894
114+77.88	1943075.426	1143532.259
114+18.32	1943497.189	1143552.383
122+03.27	1944104.120	1143313.623
124+00.65	1944119.119	1143310.339
129+42.32	1944731.442	1143156.882
129+53.29	1944734.993	1143151.176
130+43.20	1944831.333	1143151.625
130+62.12	1944819.873	1143158.187
131+02.91	1944800.838	1143161.668
132+16.65	1944954.333	1143203.849
132+29.49	1944974.431	1143204.087
132+48.43	1944916.383	1143198.370
143+03.87	1946004.350	1143639.643
148+11.80	1946331.330	1143766.816
148+55.29	1946322.895	1143757.211
147+01.45	1946458.028	1144747.220
154+50.82	1947015.815	1144586.143
155+45.39	1947252.518	1144531.816
158+44.19	1947347.164	1144525.223
158+50.38	1947395.110	1144545.032
201+01.84	1947668.937	1144653.287
201+11.64	1947477.071	1144650.018
201+49.28	1947495.243	1144642.335
202+15.25	1947493.830	1144582.789
203+42.11	1947574.157	1144411.257
208+22.89	1948040.347	1143333.201
210+11.20	1948274.133	1143312.905
210+82.78	1948295.331	1143312.398
211+25.39	1948426.306	1143314.421
214+68.20	1948574.316	1143303.915
214+30.80	1948725.684	1143280.816

CONTROL POINTS			
POINT #	NORTH	EAST	DESCRIPTION
9	1947393.889	1144618.835	CP-XSW-8
10	1947467.888	1145241.799	CP10-SXSW
11	1944832.20	1143218.789	CP-XSW-11
12	1944839.889	1143890.589	CP12-SXSW
13	1948775.05	1144438.48	CP13-SW-13
14	1948430.23	1144373.91	CP-ATC-14
15	1942108.07	1145808.37	CP-XSW-15
16	1942111.22	1145218.17	CP16-SXSW



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PLLOT SCALE =	DRAWN = PJS	RECHECKED =	RECHECKED =			SCALE 1"=100'	SHEET NO. 1 OF 1 SHEETS
PLLOT DATE = 3/13/15	DATE = 3/13/15	RECHECKED =	RECHECKED =	COUNTY		TOTAL SHEETS	SHEET NO.
				ILLINOIS		10	3
				CONTRACT #		61A19	

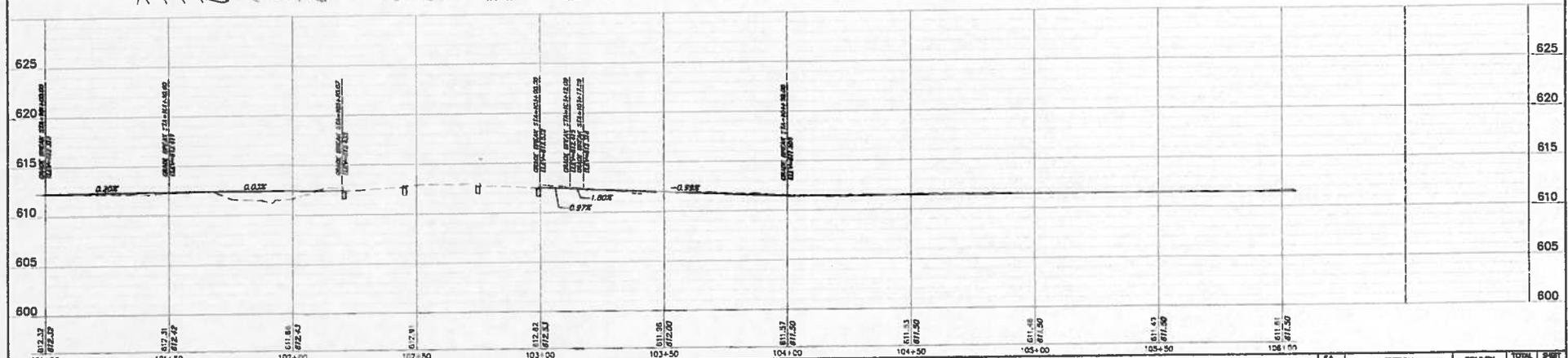
EXHIBIT F-3



LEGEND:

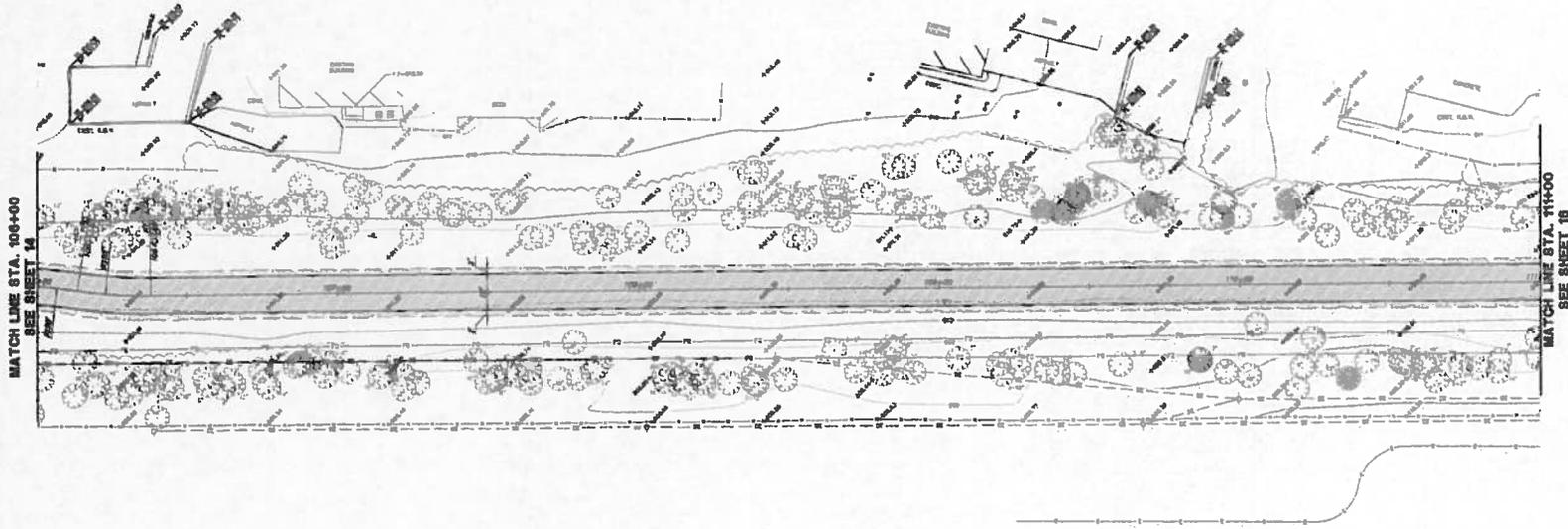
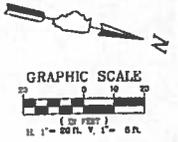
- HMA BIKE PATH (SEE TYPICAL SECTION)
- PCC SIDEWALK (SEE TYPICAL SECTION)
- GRAVEL SHOULDER (SEE TYPICAL SECTION)
- HMA PARKING LOT
- TYPE B CURB
- 06.12 CURB & GUTTER - REGULAR
- 06.12 CURB & GUTTER - DEPRESSED
- DETECTABLE WARNING

- COMED NOTES**
1. CONSTRUCTION EQUIPMENT CANNOT EXCEED FOURTEEN (14) FEET IN HEIGHT.
 2. CONSTRUCTION EQUIPMENT AND MATERIALS MAY NOT BE STORED ON SITE OVERNIGHT OR WHEN THERE IS NO WORK ACTIVITY. THE CONTRACTOR IS RESPONSIBLE FOR SECURING A STORAGE AND STAGING AREA OUTSIDE THE PROJECT LIMITS.
 3. UNDER NO CIRCUMSTANCES SHOULD TRUCK BEDS BE RAISED UNDER THE TRANSMISSION LINES.



FILE NAME = 0232 400-PRO.dwg	USER NAME = P.J.S. PLOT SCALE = PLOT DATE = 5/13/15	DESIGNED - P.J.S. CHECKED - SDB DATE - 5/13/15	REVISIONS REVISION REVISION REVISION	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	PLAN AND PROFILE COMMONWEALTH EDISON R.O.W.	SCALE 1"=20' SHEET NO. 1 OF 15 94575 STA. 100+75 TO STA. 108+00	COUNTY COOK COOK CONTRACT# 01A19	TOTAL SHEETS 15 SHEET NO. 15
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EXHIBIT F-4

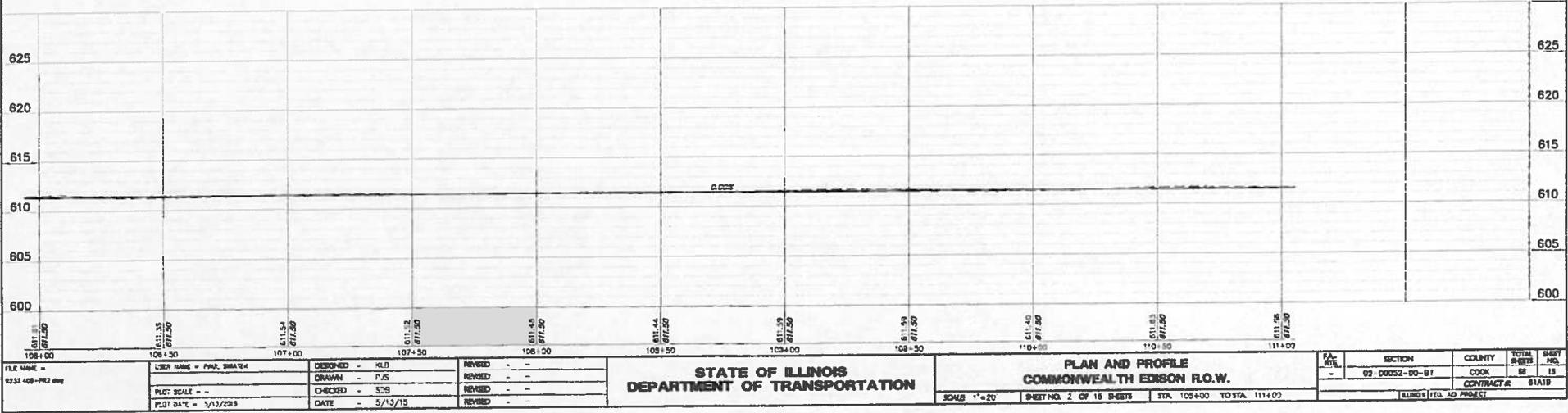


LEGEND:

- HMA BIKE PATH (SEE TYPICAL SECTION)
- PCC SIDEWALK (SEE TYPICAL SECTION)
- GRAVEL SHOULDER (SEE TYPICAL SECTION)
- HMA PARKING LOT
- TYPE B CURB
- 06-12 CURB & GUTTER - REGULAR
- 06-12 CURB & GUTTER - DEPRESSED
- DETECTABLE WARNING

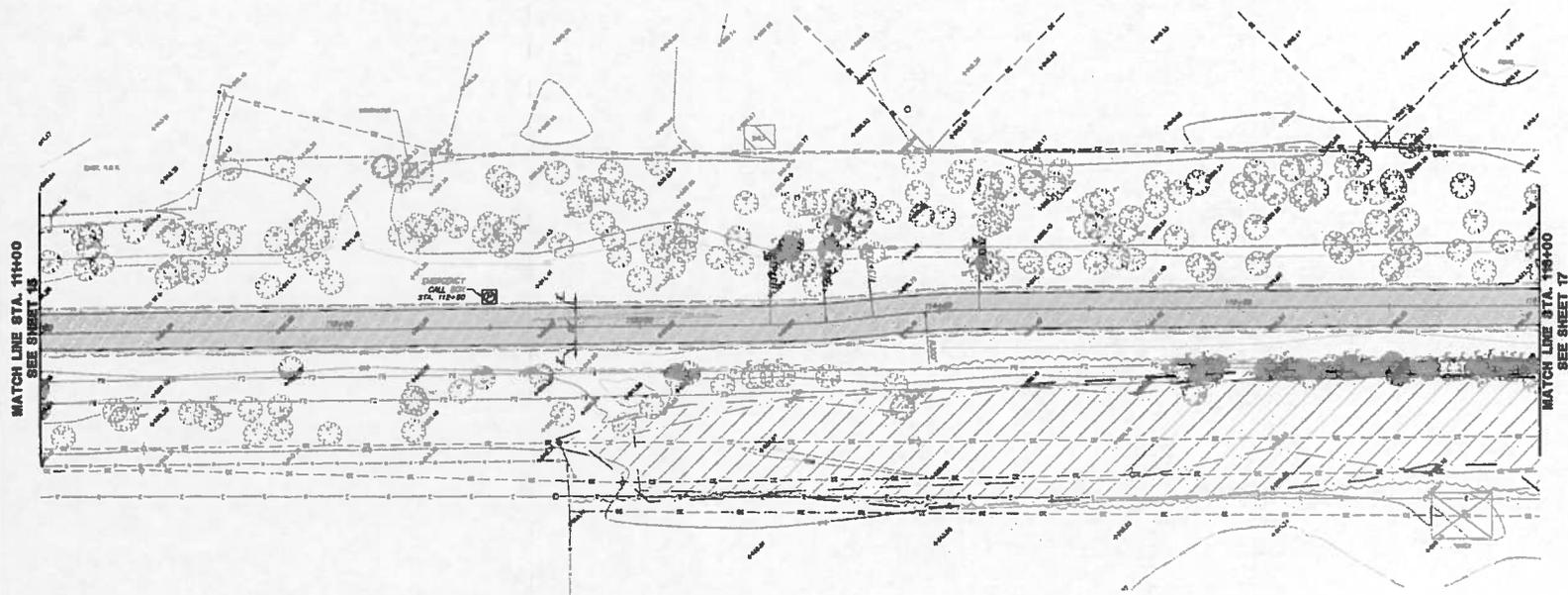
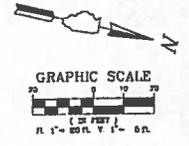
COMED NOTES

1. CONSTRUCTION EQUIPMENT CANNOT EXCEED FOURTEEN (14) FEET IN HEIGHT.
2. CONSTRUCTION EQUIPMENT AND MATERIALS MAY NOT BE STORED ON SITE OVERNIGHT OR WHEN THERE IS NO WORK ACTIVITY. THE CONTRACTOR IS RESPONSIBLE FOR SECURING A STORAGE AND STAGING AREA OUTSIDE THE PROJECT LIMITS.
3. UNDER NO CIRCUMSTANCES SHOULD TRUCK BEDS BE RAISED UNDER THE TRANSMISSION LINES.



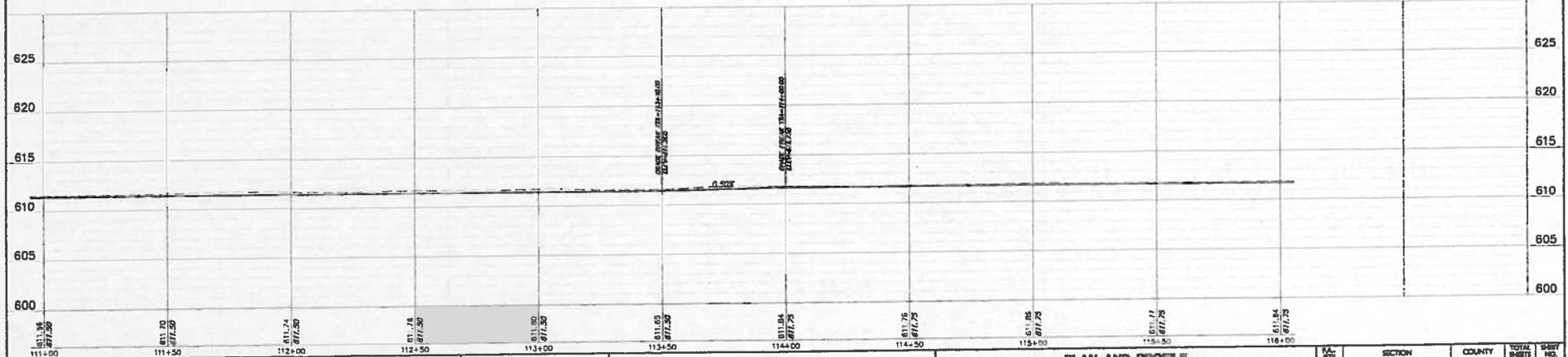
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	PLAT SCALE = -	DRAWN - P.J.S	REVISION -											
	PLAT DATE = 5/13/2013	CHECKED - SJB	REVISION -											
		DATE = 5/13/13	REVISION -											
											CONTRACT # = 01A19			

EXHIBIT F-5



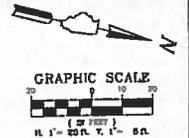
- LEGEND:**
- HMA BIKE PATH (SEE TYPICAL SECTION)
 - PCC SIDEWALK (SEE TYPICAL SECTION)
 - GRAVEL SHOULDER (SEE TYPICAL SECTION)
 - HMA PARKING LOT
 - TYPE B CURB
 - 06.12 CURB & GUTTER - REGULAR
 - 06.12 CURB & GUTTER - DEPRESSED
 - DETECTABLE WARNING

- COMED NOTES**
1. CONSTRUCTION EQUIPMENT CANNOT EXCEED FOURTEEN (14) FEET IN HEIGHT.
 2. CONSTRUCTION EQUIPMENT AND MATERIALS MAY NOT BE STORED ON SITE OVERNIGHT OR WHEN THERE IS NO WORK ACTIVITY. THE CONTRACTOR IS RESPONSIBLE FOR SECURING A STORAGE AND STAGING AREA OUTSIDE THE PROJECT LIMITS.
 3. UNDER NO CIRCUMSTANCES SHOULD TRUCK BEDS BE RAISED UNDER THE TRANSMISSION LINES.



FILE NAME = 0233 403-PR2.dwg USER NAME = PAUL SHARPE PLOT SCALE = -- PLOT DATE = 5/13/2018	DESIGNED - KLB DRAWN - PJS CHECKED - SDB DATE - 5/13/15	REVISION - -- REVISION - -- REVISION - -- REVISION - --	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		PLAN AND PROFILE COMMONWEALTH EDISON R.O.W.		SCALE 1"=20' SHEET NO. 3 OF 15 SHEETS STA. 111+00 TO STA. 114+00	COUNTY COOK COOK CONTRACT # 61A19	TOTAL SHEETS 16 SHEET NO. 16
	ILLINOIS FEDERAL PROJECT								

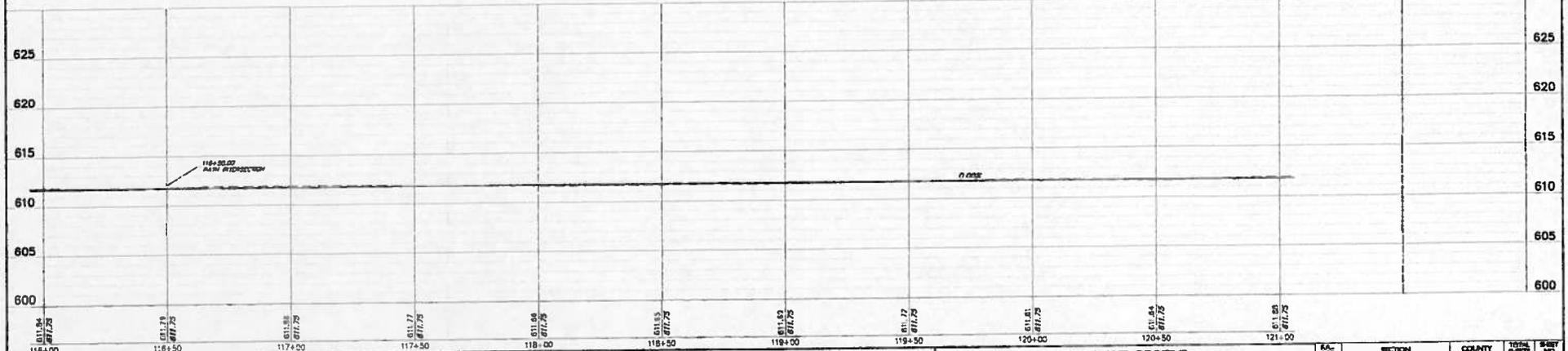
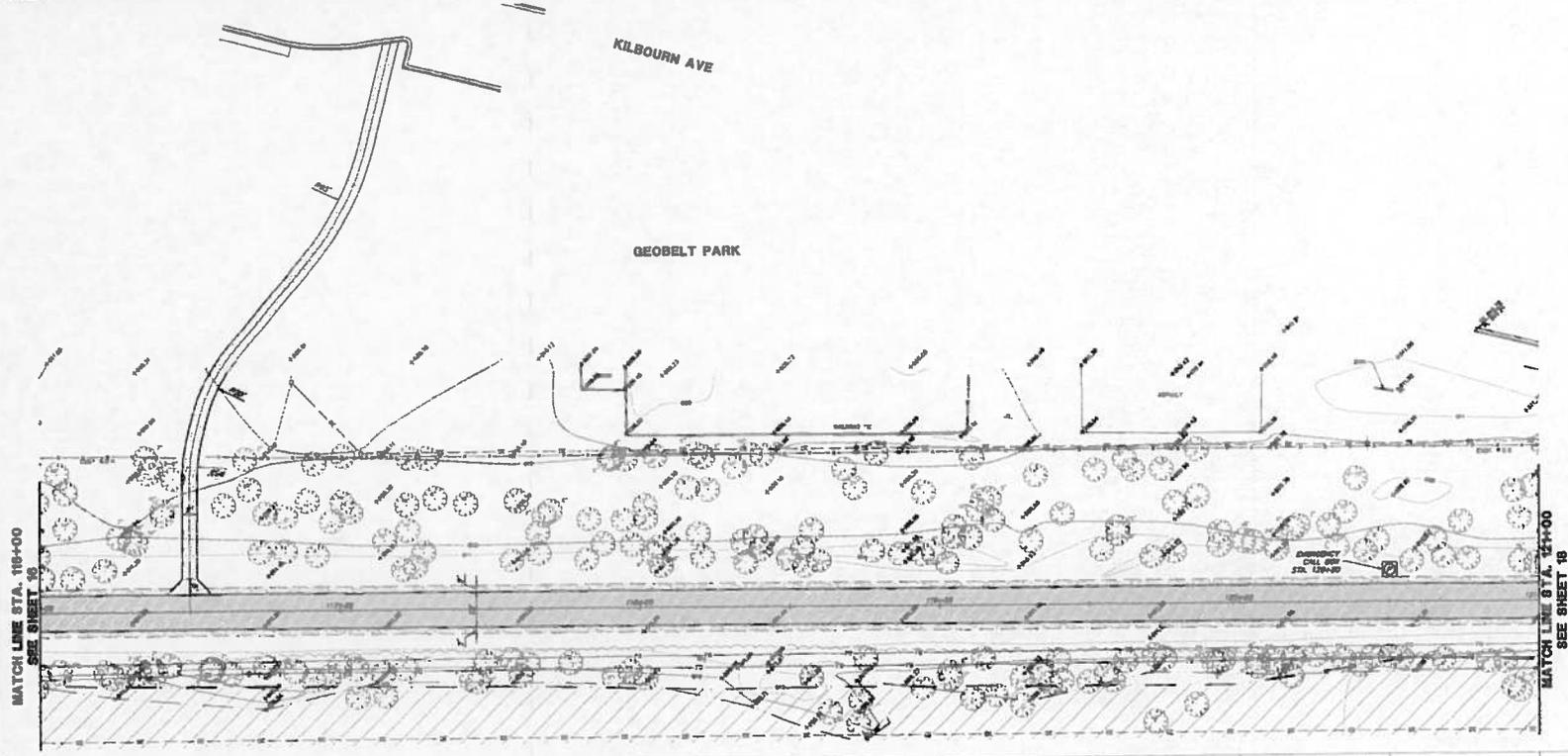
EXHIBIT F-6



LEGEND:

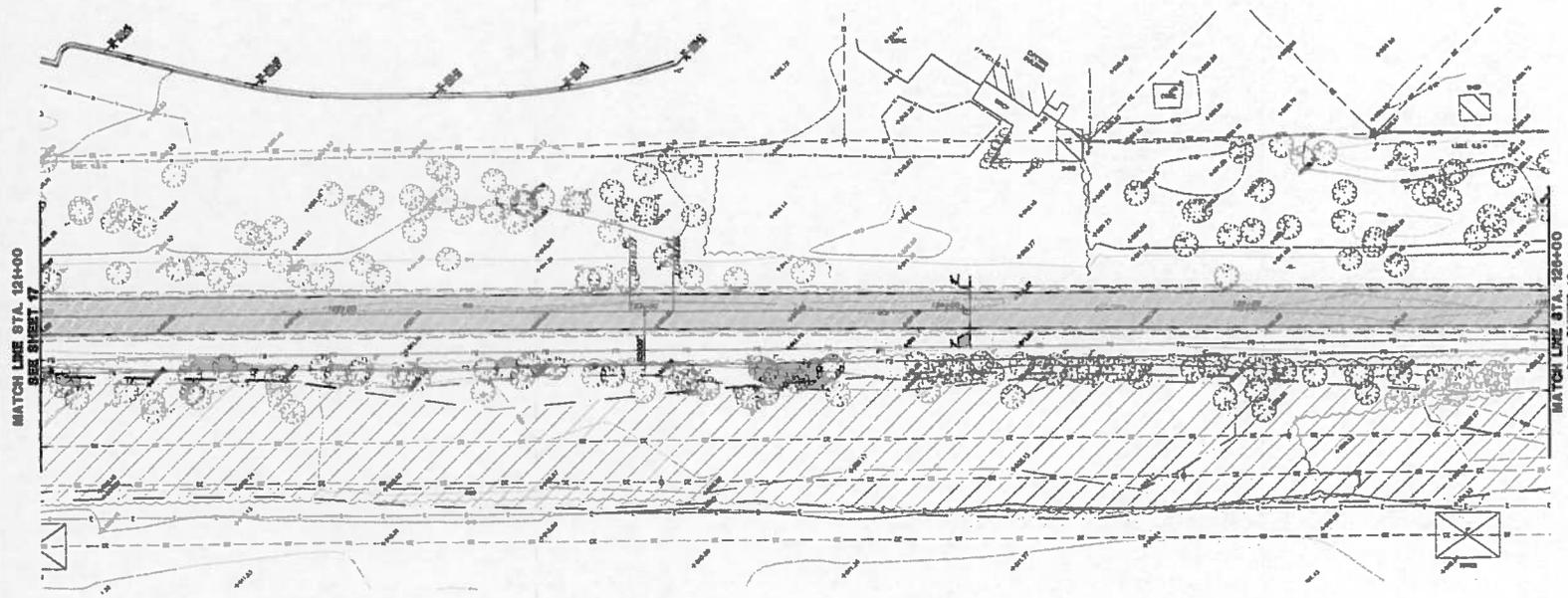
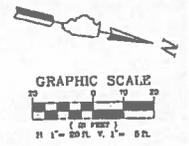
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- PCC SIDEWALK (SEE TYPICAL SECTION)
- GRAVEL SHOULDER (SEE TYPICAL SECTION)
- HMA PARKING LOT
- TYPE B CURB
- BB.12 CURB & GUTTER - REGULAR
- BB.12 CURB & GUTTER - DEPRESSED
- DETECTABLE WARNING

- COMED NOTES**
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 3. UNDER NO CIRCUMSTANCES SHOULD TRUCK BEDS BE RAISED UNDER THE TRANSMISSION LINES.



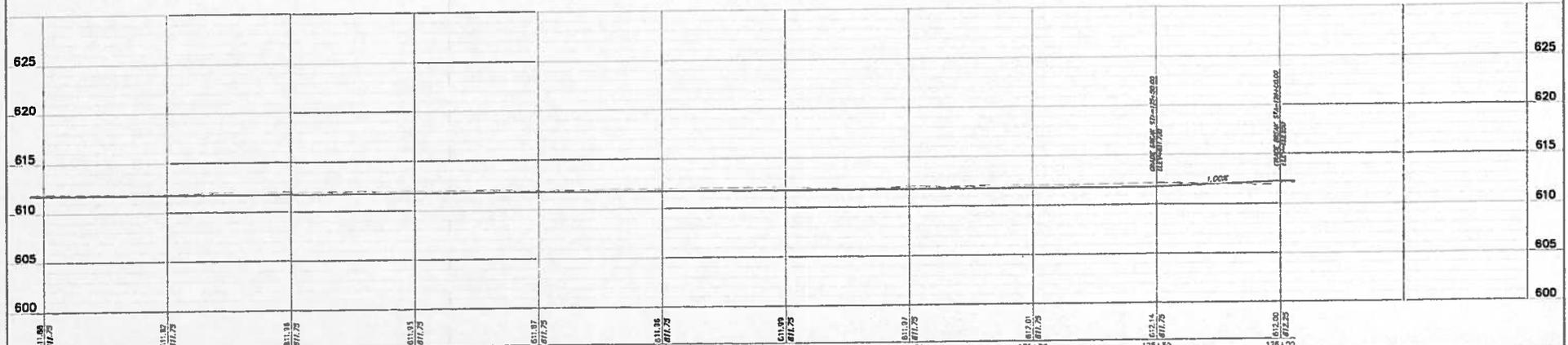
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EXHIBIT F-7



- LEGEND:**
- HMA BIKE PATH (SEE TYPICAL SECTION)
 - PCC SIDEWALK (SEE TYPICAL SECTION)
 - GRAVEL SHOULDER (SEE TYPICAL SECTION)
 - HMA PARKING LOT
 - TYPE B CURB
 - B6.12 CURB & GUTTER - REGULAR
 - B6.12 CURB & GUTTER - DEPRESSED
 - DETECTABLE WARNING

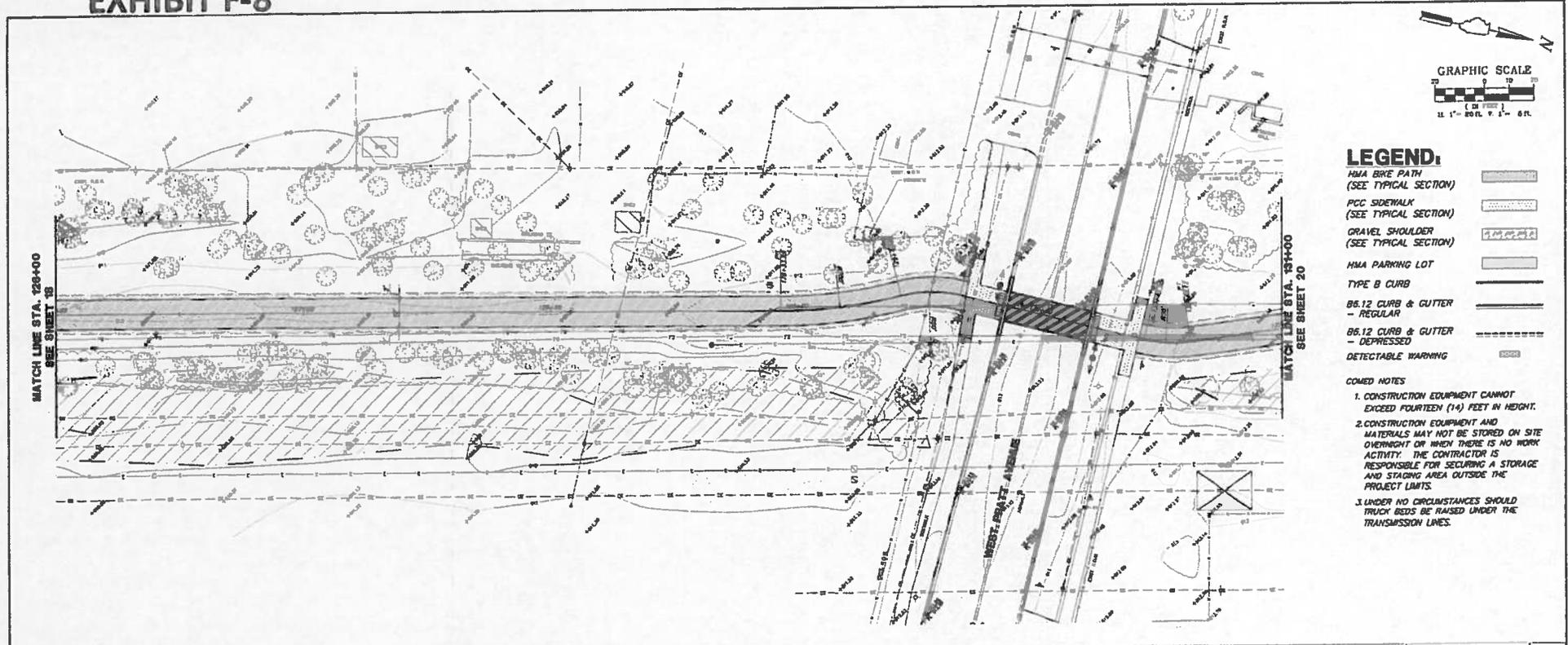
- COMED NOTES**
1. CONSTRUCTION EQUIPMENT CANNOT EXCEED FOURTEEN (14) FEET IN HEIGHT.
 2. CONSTRUCTION EQUIPMENT AND MATERIALS MAY NOT BE STORED ON SITE OVERNIGHT OR WHEN THERE IS NO WORK ACTIVITY. THE CONTRACTOR IS RESPONSIBLE FOR SECURING A STORAGE AND STAGING AREA OUTSIDE THE PROJECT LIMITS.
 3. UNDER NO CIRCUMSTANCES SHOULD TRUCK BEDS BE RAISED UNDER THE TRANSMISSION LINES.



121+00	121+50	122+00	122+50	123+00	123+50	124+00	124+50	125+00	125+50	126+00
611.95 617.75	611.95 617.75	611.95 617.75	611.95 617.75	611.97 617.75	611.95 617.75	611.97 617.75	611.97 617.75	612.01 617.75	612.14 617.75	612.00 617.25

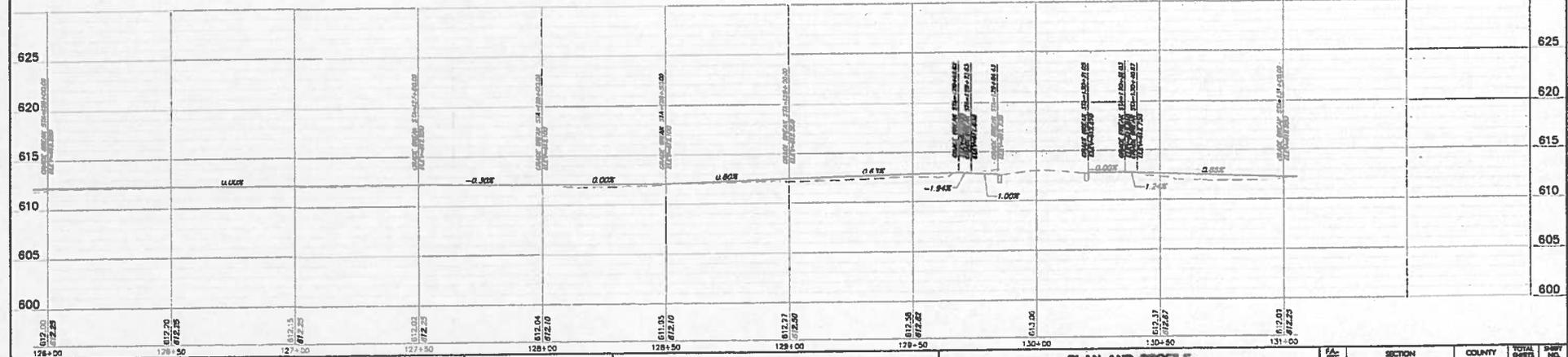
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		DRAWN = PJS	REVISION =					CONTRACT # 81A19						
		CHECKED = SCO	REVISION =											
		DATE = 3/13/15	REVISION =											

EXHIBIT F-8



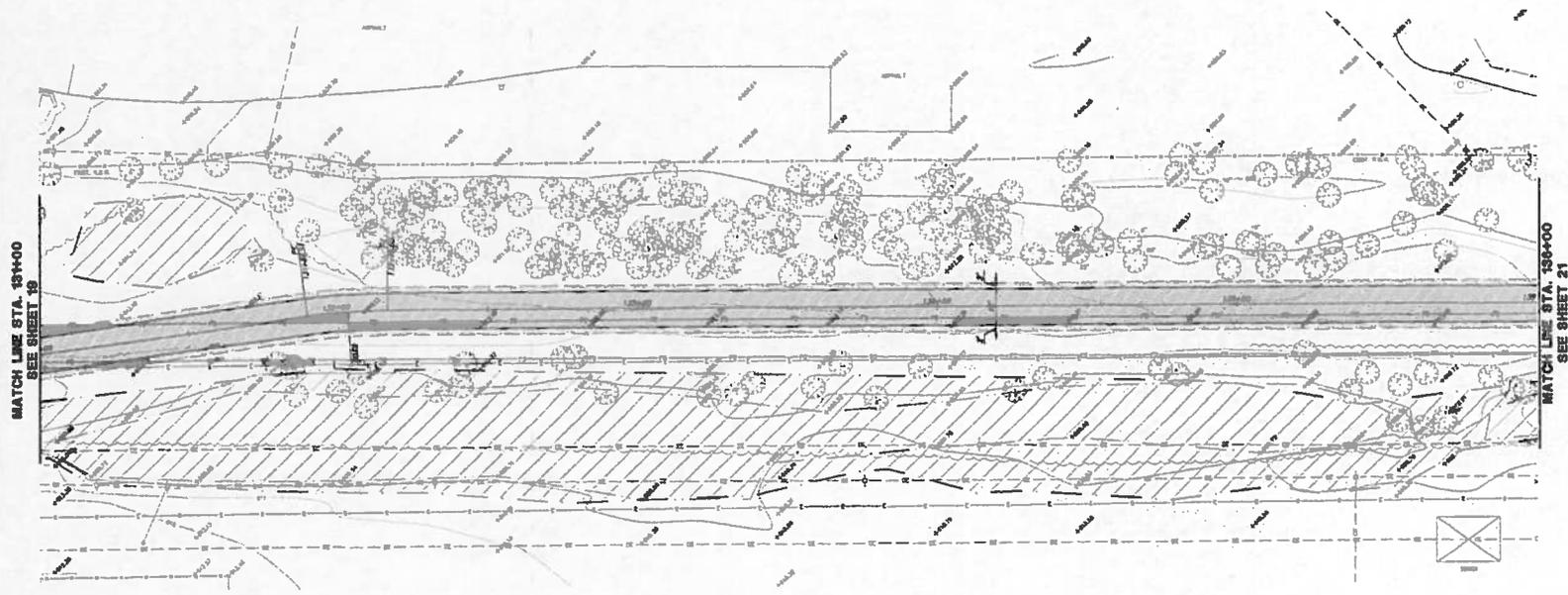
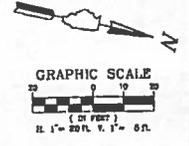
- LEGEND:**
- HMA BIKE PATH (SEE TYPICAL SECTION)
 - PCC SIDEWALK (SEE TYPICAL SECTION)
 - GRAVEL SHOULDER (SEE TYPICAL SECTION)
 - HMA PARKING LOT
 - TYPE B CURB
 - B6.12 CURB & GUTTER - REGULAR
 - B6.12 CURB & GUTTER - DEPRESSED
 - DETECTABLE WARNING

- COMED NOTES**
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 3. UNDER NO CIRCUMSTANCES SHOULD TRUCK BEDS BE RAISED UNDER THE TRANSMISSION LINES.



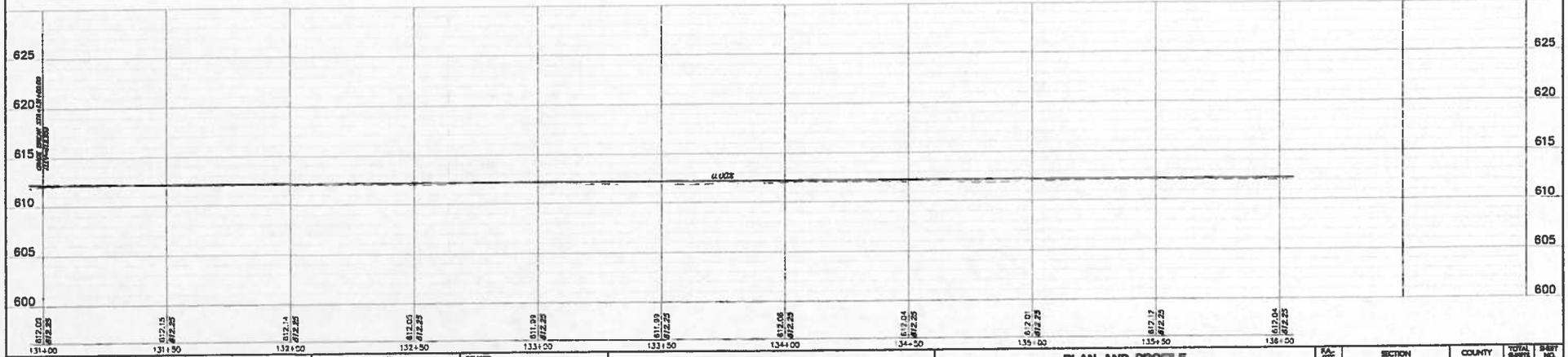
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EXHIBIT F-9



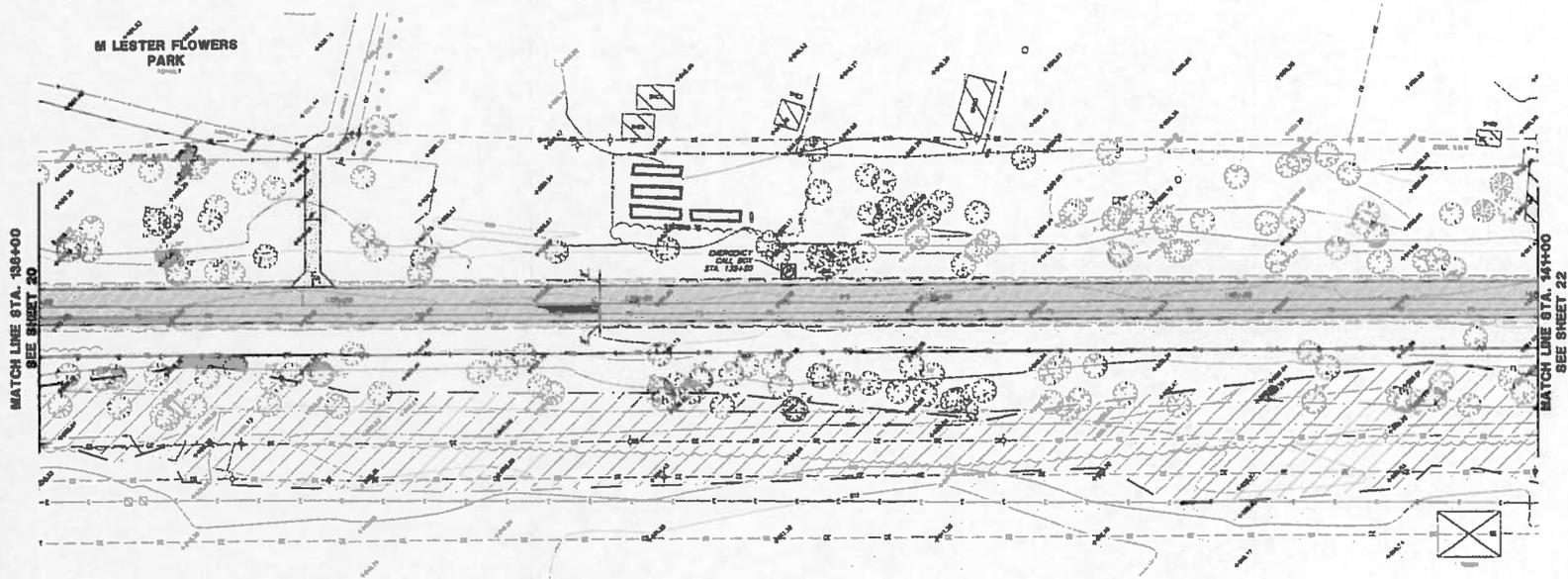
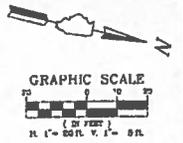
- LEGEND:**
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 - PCC SIDEWALK (SEE TYPICAL SECTION)
 - GRAVEL SHOULDER (SEE TYPICAL SECTION)
 - HMA PARKING LOT
 - TYPE B CURB
 - B6.12 CURB & GUTTER - REGULAR
 - B6.12 CURB & GUTTER - DEPRESSED
 - DETECTABLE WARNING

- COMED NOTES**
1. CONSTRUCTION EQUIPMENT CANNOT EXCEED FOURTEEN (14) FEET IN HEIGHT.
 2. CONSTRUCTION EQUIPMENT AND MATERIALS MAY NOT BE STORED ON SITE OVERNIGHT OR WHEN THERE IS NO WORK ACTIVITY. THE CONTRACTOR IS RESPONSIBLE FOR SECURING A STORAGE AND STAGING AREA OUTSIDE THE PROJECT LIMITS.
 3. UNDER NO CIRCUMSTANCES SHOULD TRUCK BEDS BE RAISED UNDER THE TRANSMISSION LINES.



FILE NAME = 0223 408 - 002.dwg	USER NAME = PAUL SHARTEK PLOT SCALE = PLOT DATE = 5/13/2015	DESIGNED - KLB DRAWN - PJS CHECKED - SDB DATE - 5/13/15	REVISIONS REVISION - REVISION - REVISION -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	PLAN AND PROFILE COMMONWEALTH EDISON R.O.W.	SCALE: 1"=20' SHEET NO. 7 OF 15 SHEETS STA. 131+00 TO STA. 136+00	SECTION 00-00052-00-B1 COUNTY COOK CONTRACT # 61A19	TOTAL SHEETS 15 SHEET NO. 7
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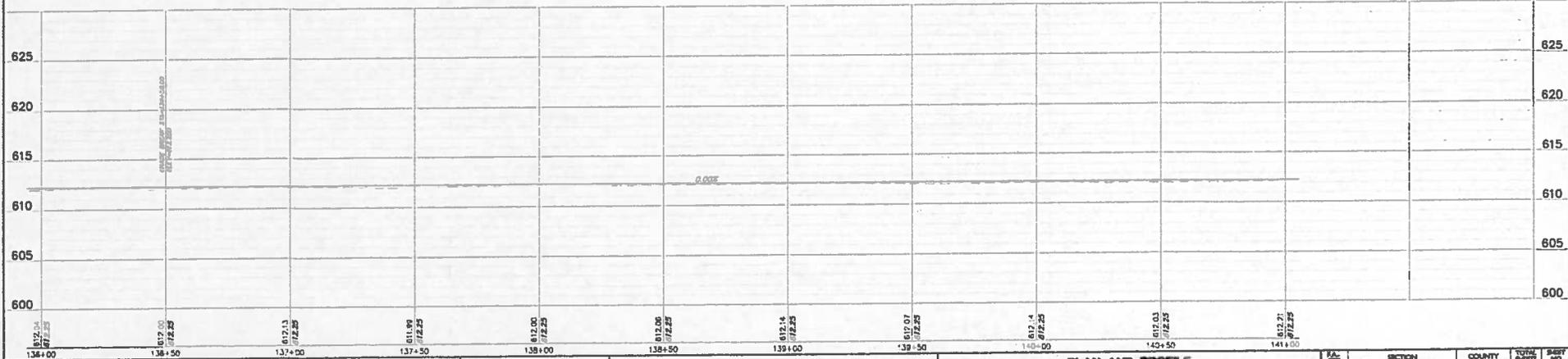
EXHIBIT F-10



LEGEND:

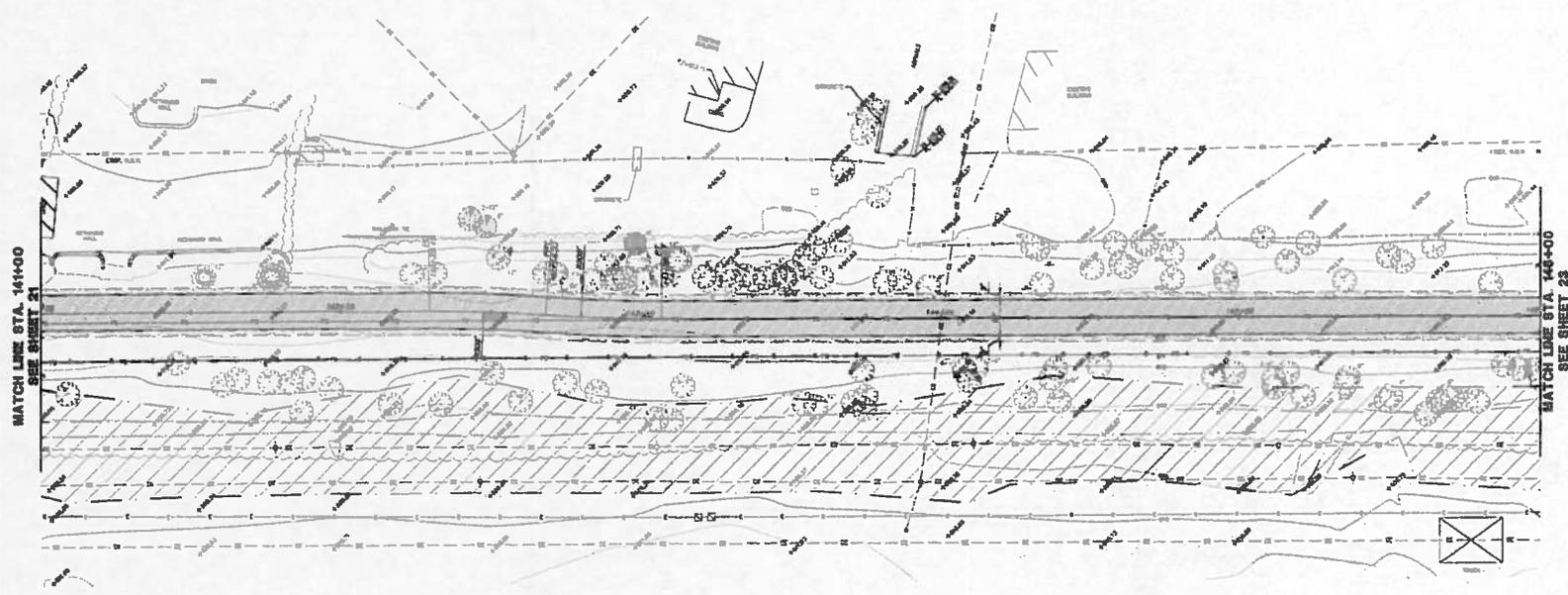
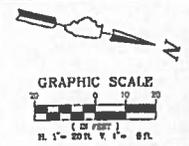
- HMA BIKE PATH (SEE TYPICAL SECTION)
- PCC SIDEWALK (SEE TYPICAL SECTION)
- GRAVEL SHOULDER (SEE TYPICAL SECTION)
- HMA PARKING LOT
- TYPE B CURB
- B6.12 CURB & GUTTER - REGULAR
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- COMED NOTES**
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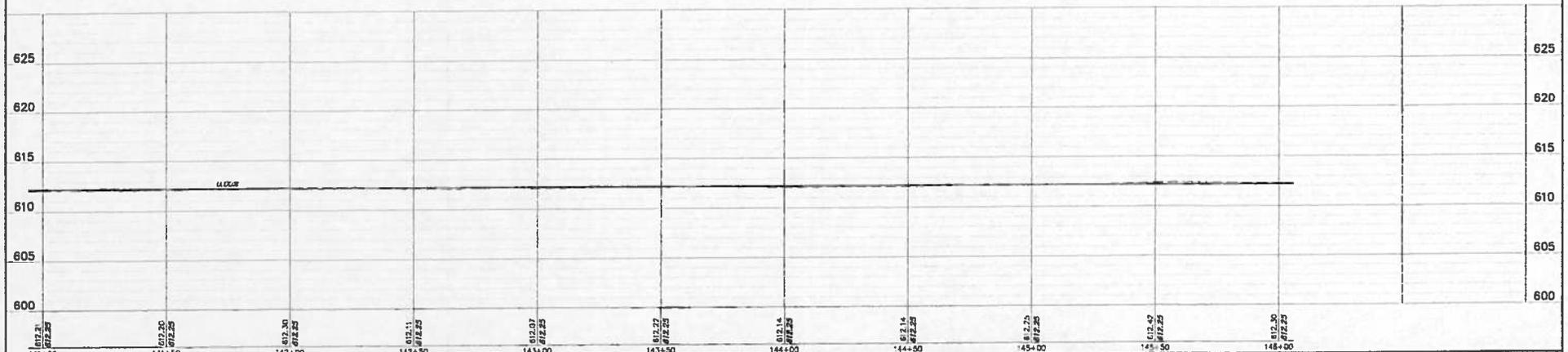
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EXHIBIT F-11



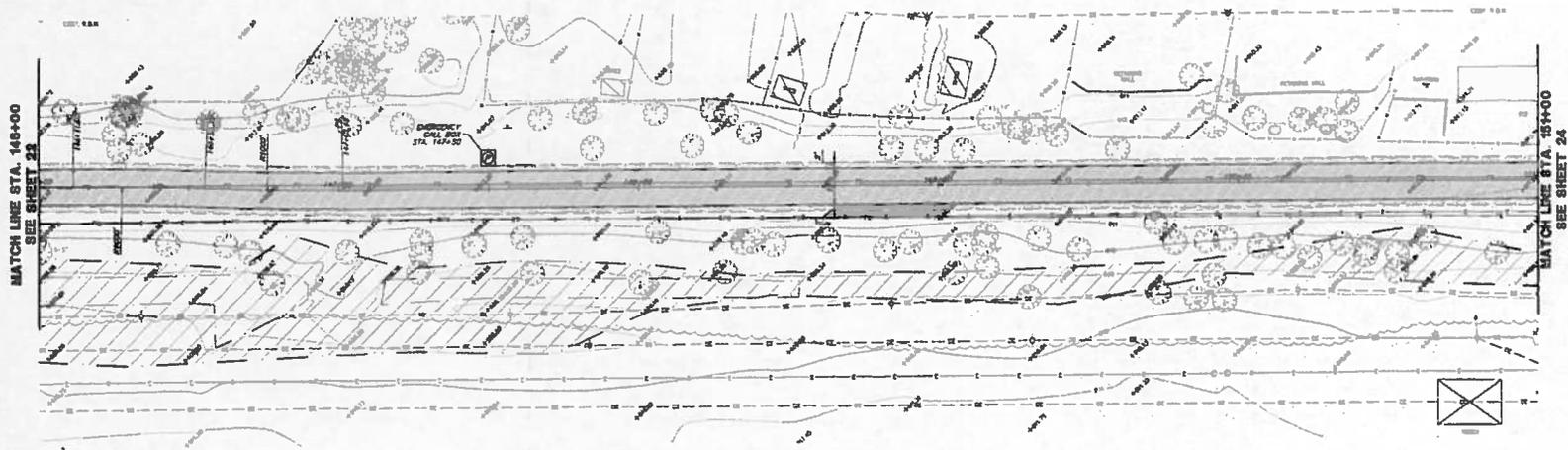
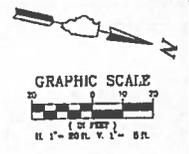
- LEGEND:**
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 - PCC SIDEWALK (SEE TYPICAL SECTION)
 - GRAVEL SHOULDER (SEE TYPICAL SECTION)
 - HMA PARKING LOT
 - TYPE B CURB
 - 86.12 CURB & GUTTER - REGULAR
 - 86.12 CURB & GUTTER - DEPRESSED
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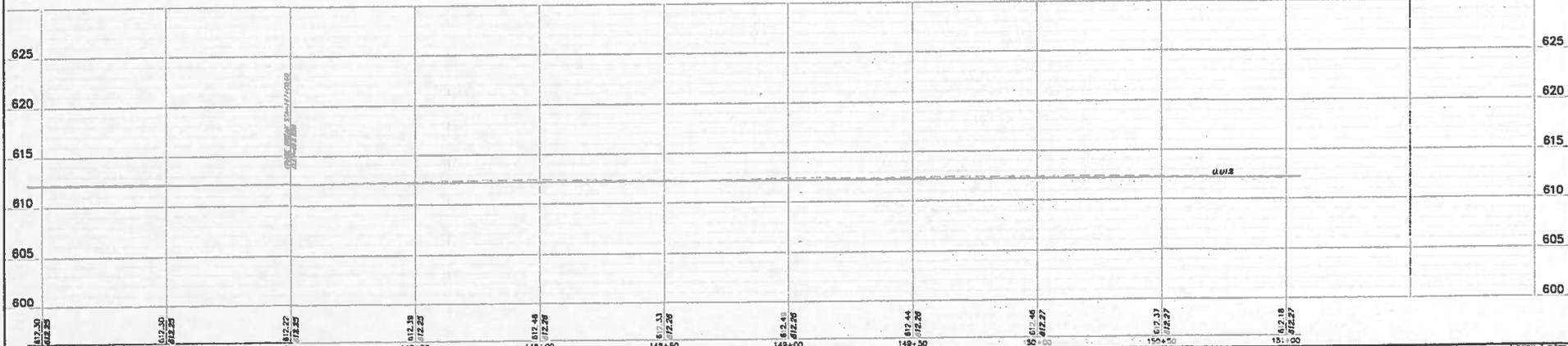
FILE NAME = 93.07 490-PR2.dwg	USER NAME = PAUL BISHOP	DESIGNED - KLD	REVISION -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	PLAN AND PROFILE COMMONWEALTH EDISON R.O.W.		SAL. RTG. -	SECTION 09-0002-00-B1	COUNTY COOK	TOTAL SHEETS 103	SHEET 23
PLDT SCALE =	PLDT DATE = 5/13/2013	DRAWN - PJS	REVISION -		SCALE 1"=20'	SHEET NO. 9 OF 15 SHEETS	STA. 141+00 TO STA. 148+00	CONTRACT # 61A19			
		CHECKED - SSB	REVISION -								
		DATE = 5/13/13	REVISION -								

EXHIBIT F-12



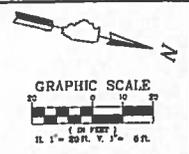
- LEGEND:**
- HMA BIKE PATH (SEE TYPICAL SECTION)
 - PCC SIDEWALK (SEE TYPICAL SECTION)
 - GRAVEL SHOULDER (SEE TYPICAL SECTION)
 - HMA PARKING LOT
 - TYPE B CURB
 - 05.12 CURB & GUTTER - REGULAR
 - 05.12 CURB & GUTTER - DEPRESSED
 - DETECTABLE WARNING

- CONED NOTES**
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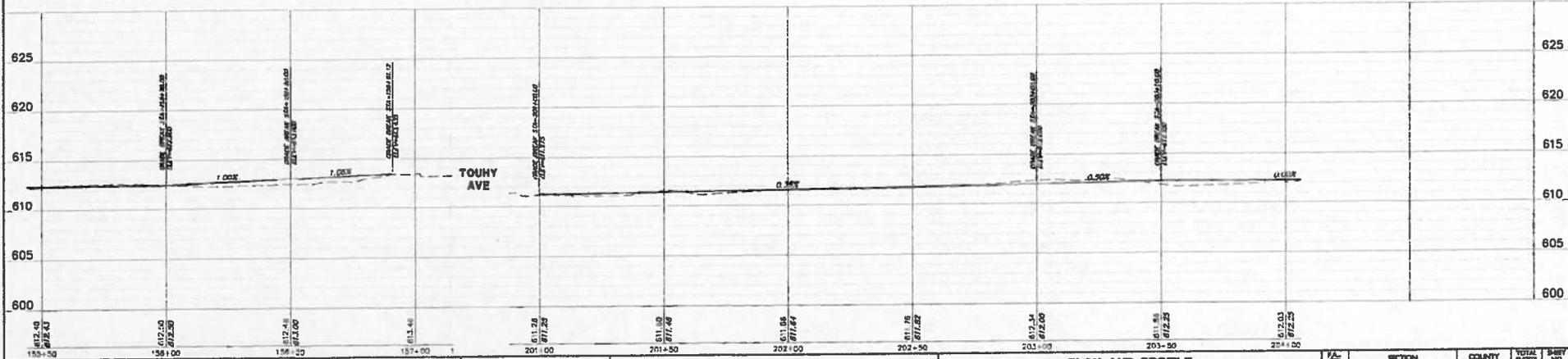
FILE NAME = 02321408-PR2.dwg	USER NAME = PAUL SMATEK PLOT SCALE = -- PLOT DATE = 5/13/2013	DESIGNED - KLD DRAWN - PJS CHECKED - SSB DATE - 5/13/13	REVISIONS - - - - - -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	PLAN AND PROFILE COMMONWEALTH EDISON R.O.W.	SHEET NO. 10 OF 15 SHEETS STA. 146+00 TO STA. 151+00	COUNTY = COOK CONTRACT # = 61A19	TOTAL SHEETS = 15 SHEET NO. = 10
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EXHIBIT F-14



- LEGEND:**
- HMA BIKE PATH (SEE TYPICAL SECTION)
 - PCC SIDEWALK (SEE TYPICAL SECTION)
 - GRAVEL SHOULDER (SEE TYPICAL SECTION)
 - HMA PARKING LOT
 - TYPE B CURB
 - B6.12 CURB & GUTTER - REGULAR
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 3. UNDER NO CIRCUMSTANCES SHOULD TRUCK BEDS BE RAISED UNDER THE TRANSMISSION LINES.



FILE NAME = 0213-026-PT2.dwg USER NAME = PAUL SHULTZ	DESIGNED - HLR DRAWN - PJS CHECKED - S30 DATE - 5/13/13	REVISIONS REVISION - REVISION - REVISION -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	PLAN AND PROFILE COMMONWEALTH EDISON R.O.W. SCALE 1"=20' SHEET NO. 12 OF 15 SHEETS STA. 155+50 TO STA. 204+00	SECTION 02 00052-00-BY COUNTY COOK TOTAL SHEETS 38 SHEET NO. 25 CONTRACTOR STARS
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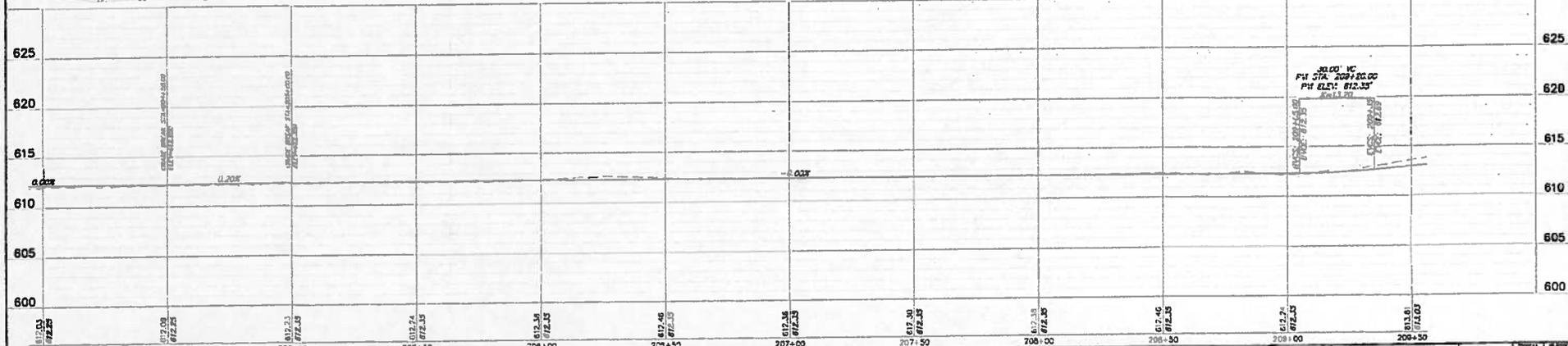
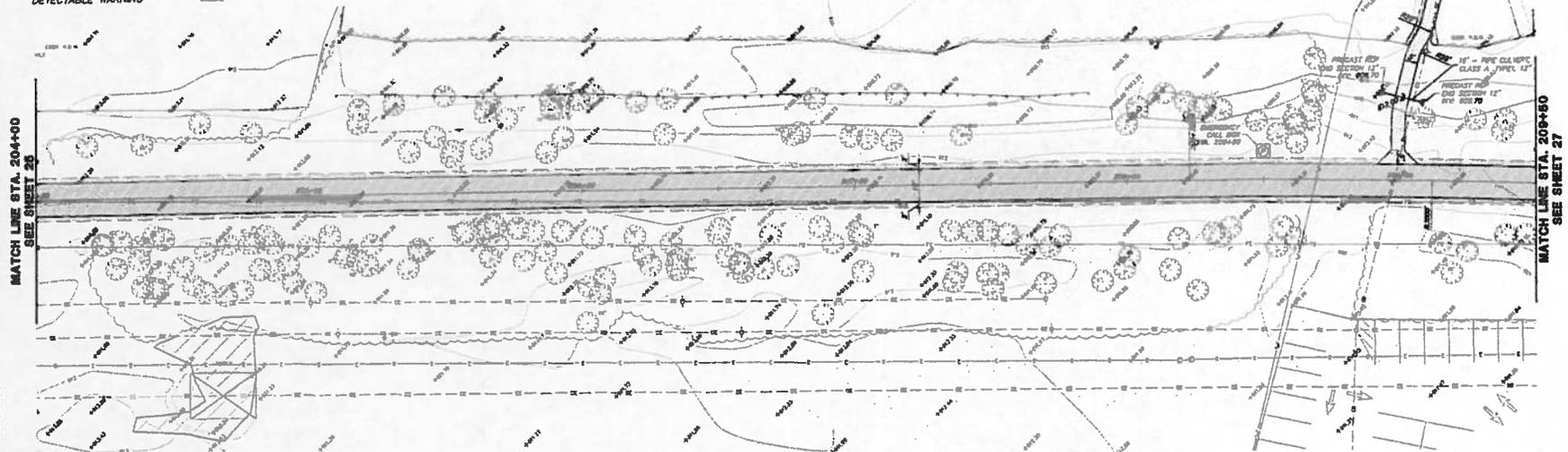
EXHIBIT F-15

LEGEND:

- HMA BIKE PATH
(SEE TYPICAL SECTION)
- PCC SIDEWALK
(SEE TYPICAL SECTION)
- GRAVEL SHOULDER
(SEE TYPICAL SECTION)
- HMA PARKING LOT
- TYPE B CURB
- 86.12 CURB & CUTTER
- REGULAR
- 86.12 CURB & CUTTER
- DEPRESSED
- DETECTABLE WARNING

COVERED NOTES

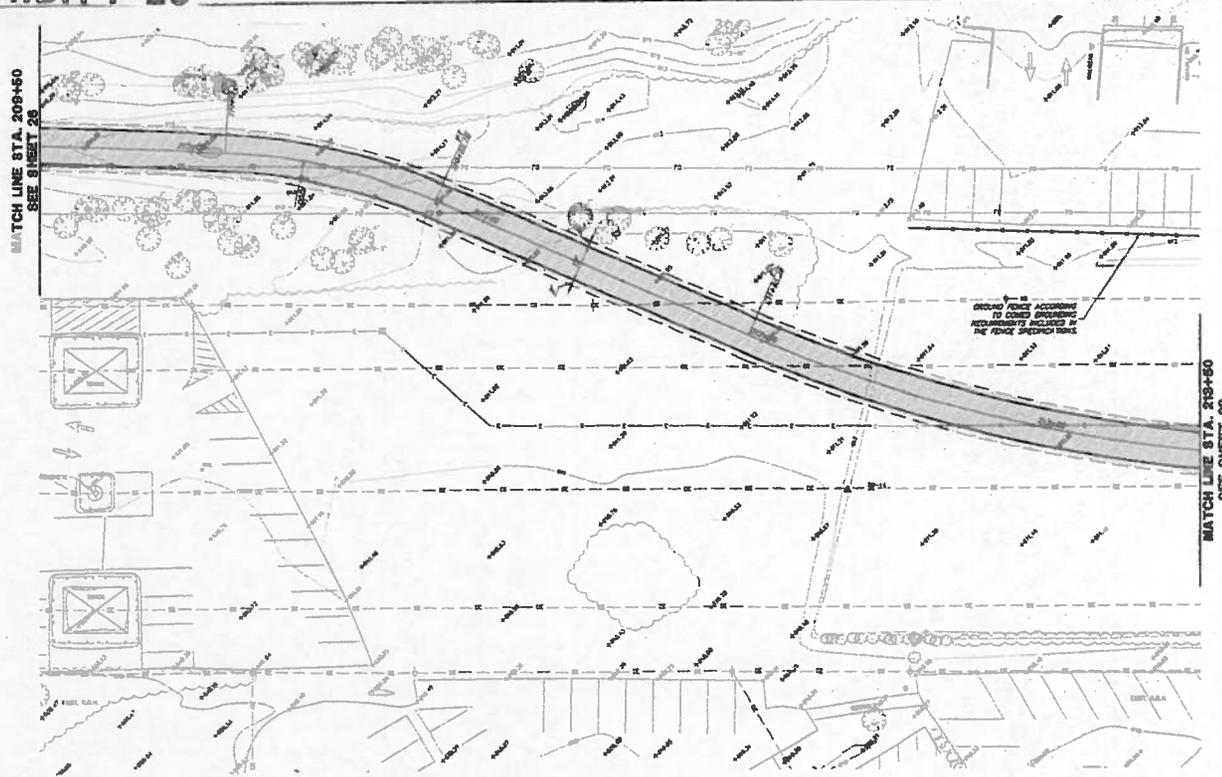
1. CONSTRUCTION EQUIPMENT CANNOT EXCEED FOURTEEN (14) FEET IN HEIGHT.
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3. UNDER NO CIRCUMSTANCES SHOULD TRUCK BEDS BE RAISED UNDER THE TRANSMISSION LINES.



FILE NAME = 9239 400-PR3.dwg USER NAME = PAUL.BHAR4 PLOT SCALE = -- PLOT DATE = 5/13/2015	DESIGNED - KLB DRAWN - PJS CHECKED - SCB DATE - 3/13/15	REVERSED - - REVERSED - - REVERSED - - REVERSED - -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	PLAN AND PROFILE COMMONWEALTH EDISON R.O.W.	SECTION C9-00057-00-8-7 COUNTY COOK TOTAL SHEETS 38 SHEET NO. 26 CONTRACT # 81A19
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SCALE 1"=20' SHEET NO. 13 OF 15 SHEETS STA. 204+00 TO STA. 209+50

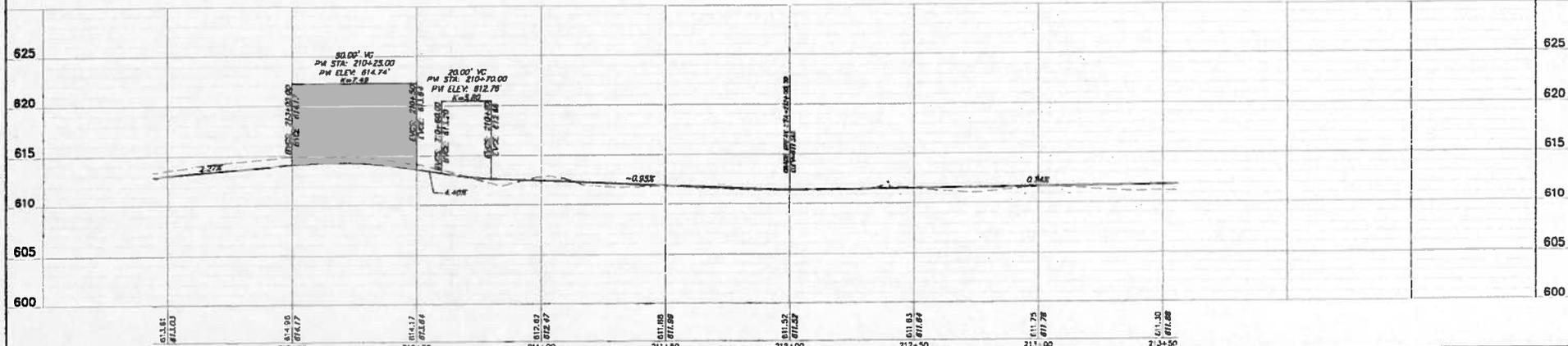
EXHIBIT F-16



LEGEND:

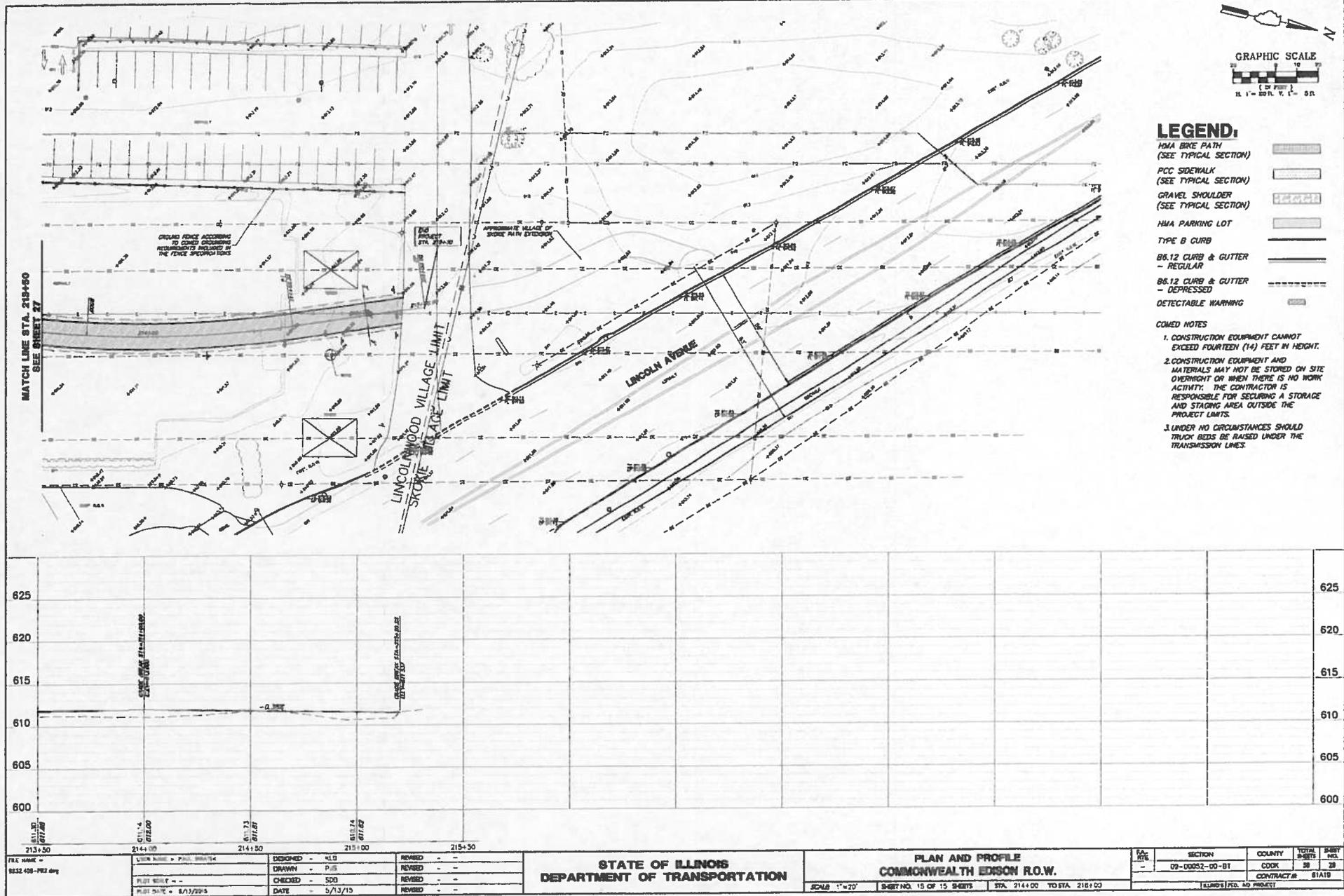
- HMA BKE PATH (SEE TYPICAL SECTION)
- PCC SIDEWALK (SEE TYPICAL SECTION)
- GRAVEL SHOULDER (SEE TYPICAL SECTION)
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FILE NAME = 0332_008-P102.dwg	USER NAME = PAUL SIMONE	DESIGNED - KLB	REVISION -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION				PLAN AND PROFILE COMMONWEALTH EDISON R.O.W.				SHEET NO. 11 OF 15 SHEETS	STA. 209+50 TO STA. 214+00	SECTION 03-00052-00-B1	COUNTY COOK	TOTAL SHEETS 27	SHEET NO. 11
PLT SCALE = -	PLT DATE = 5/13/15	DRAWN - PLS	REVISION -														
209+50	210+00	210+30	211+00	211+50	212+00	212+50	213+00	213+50	214+00	214+50							

EXHIBIT F-17



FILE NAME - 0232-008-782.dwg	DESIGNED - KLD	DRAWN - PJS	CHECKED - SDO	DATE - 5/13/15
	REVISION -	REVISION -	REVISION -	REVISION -

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

**PLAN AND PROFILE
COMMONWEALTH EDISON R.O.W.**

SCALE: 1"=20' SHEET NO. 15 OF 15 SHEETS STA. 214+00 TO STA. 216+00

SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
09-00052-00-01	COOK	28	28
CONTRACT #		81A18	
ILLINOIS PROJECT			

From: [Wiberg, Tim](#)
To: "Cavallaro, Carlo F.:(ComEd)"
Cc: [Hincapie, Janice](#); [Hart Passman](#)
Subject: RE: ComEd/Lincolnwood: recreational lease
Date: Friday, August 14, 2015 11:39:19 AM
Attachments: [image001.png](#)

Carlo,

I want to thank you for your efforts to finalize the lease between the Village and ComEd which will allow the Village to construct a recreation path on our leased premises. Please allow this email to summarize the Village's positions on the issues raised at our last meeting, and summarized in the emails below, concerning the lease:

- 1) The lease version included in your August 14 email to me will appear on the Village Board's August 18 Village Board agenda for formal consideration.
- 2) We understand that ComEd previously leased a portion of the subject leased premises to Nicor Gas. We understand that if, for any reason, Nicor negatively impacts our recreation trail in any way in the course of them maintaining their gas line, ComEd will require that Nicor pay any and all costs to restore the Village's recreation trail to its original condition.
- 3) We understand that ComEd will not include an acknowledgement of the Village's plans to eventually construct an overpass at Touhy Avenue to safely allow users of the trail to get across Touhy Avenue. This email confirms however, that ComEd has been made aware of the Village's intentions in this regard and has raised no objections to the Village's concept plans for the overpass. The Village understands that at such time we are ready to move forward with the bridge, an amendment to our lease must be negotiated with ComEd.
- 4) Concerning Exhibit E, the Village understands that ComEd will not remove references in the lease to items numbered 1 through 3 in this exhibit which reference goal posts, and apparently some type of field. The Village clarifies that there are, or never have been, goal posts or any type of field on the leased premises.
- 5) Concerning Exhibit E, the Village understands that ComEd will not remove reference in item number 10 which requires the Village to remove, among other things, "all tree stumps" from the leased premises. The Village clarified that while we intend to remove scrub and dead trees from the leased premises, we do not intend to remove healthy trees from the leased premises. ComEd has responded that it agrees with this position of the Village.
- 6) Concerning Exhibit E, the Village understands ComEd's requirements in item number 28 pertaining to any soil removals.

If the Village Board approves this lease at its August 18 meeting, I will be attaching this email along with the email chain below to the lease, and the Village will be considering this part of our official record of understanding concerning these items. Again, I want to thank you and ComEd for your efforts to create this lease, which will make the recreation trail possible.

Thanks
Tim

From: Cavallaro, Carlo F.:(ComEd) [mailto:Carlo.Cavallaro@ComEd.com]
Sent: Friday, August 14, 2015 10:41 AM

To: Wiberg, Tim
Subject: FW: ComEd/Lincolnwood: recreational lease

Carlo F. Cavallaro
ComEd - External Affairs Manager
5190 Church St
Skokie, IL 60077
Office 847-929-2304
Mobile 630-669-3068



From: Chomko, Nadia K:(ComEd)
Sent: Friday, August 14, 2015 9:48 AM
To: 'Hincapie, Janice'
Cc: Cavallaro, Carlo F.:(ComEd); Burns, Scott M:(ComEd); Mccullough, Lisa:(ComEd)
Subject: FW: ComEd/Lincolnwood: recreational lease

Jan,
Attached is a lease with a minor revision in the Exhibit E. We have responded to concerns in the email chain below.
I trust this addresses all concerns and your board will ratify this agreement.
Regards,
Nadia

From: Mccullough, Lisa:(ComEd)
Sent: Friday, August 14, 2015 9:30 AM
To: Chomko, Nadia K:(ComEd); Burns, Scott M:(ComEd)
Subject: RE: ComEd/Lincolnwood: recreational lease

I have attached the revised lease with the new language located on Exhibit E, item 10.

Thanks,
LM

From: Cavallaro, Carlo F.:(ComEd)
Sent: Thursday, August 13, 2015 2:38 PM
To: Chomko, Nadia K:(ComEd)
Cc: Burns, Scott M:(ComEd); Mccullough, Lisa:(ComEd); Boundy, Darren M:(ComEd)
Subject: RE: ComEd/Lincolnwood: recreational lease

I met with Lincolnwood and below is a summary of their feedback and comments regarding the lease provided yesterday. These comments track with Lisa's e-mail that delivered the lease agreement. They do have some feedback and the challenge is we need to respond before 11:00 am tomorrow as this has to be put into their board packet at noon.

- ? They are okay with the specific wording for pedestrian and bicycling recreational path.
- ? The references to 9F and 9 H are confusing. Can we confirm if there are other parties currently on the same space (underground we assume)? Also, if we would re-lease the same space to someone to put in underground facilities would the Village be protected by a requirement that the 3rd party restore the bike path to its original condition?
Response: if the party for the underground is a third party, we will require that party to restore the property to the condition existing when the property is affected. – There are two (2) easements located on the parcel 6. An easement dated February 4th, 1993 to the Village of Lincolnwood. Another easement dated March 14th, 1996 to Nicor Illinois Gas.
- ? Okay with changes to 4D
- ? What is the harm in at least acknowledging a pedestrian/bike bridge to be constructed across Touhy Ave to be a future amendment to this lease which would be subject to the terms and conditions agreed to by the parties at that time? This does not require it or constrain the negotiations it simply acknowledges the future plan. Response: This would be a separate request and cannot be addressed without complete plans for the bridge.
- ? Section 7 – This is fine but prior version included the Village not being responsible for the removal of any other “Lessee’s” facilities. The language was (or any other Lessees of the leased premises). The Village does not object to removing anything they put here but do not want to be responsible to remove items that a ComEd lessee placed on the site. This is a concern because ComEd retains the right to lease the same space the Village is leasing. In light of the comments regarding 9F above this is a concern. Response: if the other leasing party is a third party, we will assign responsibility to the third party.
- ? Exhibit items – Response: All required by the operating departments except #10, see revised language in attached document.
 - o 1-3 – Seem out of place, there are no goals or other fixtures on the route at this time.
 - o 4-7 are OK
 - o 8 – Are there buried cables etc. along this route? What else is out there?
 - o 9 is OK
 - o 10 – Removal of all trees is excessive and most likely violates the Village’s tree removal ordinance. They have no problem with the removal of scrub brush etc. and the other conditions but clear cutting the area is unreasonable and unnecessary for their use. Response: clear cutting is not required unless we have facilities there.
 - o 11-27 are OK
 - o 28 – Contractor selected by Landlord? Why is this not approved by Landlord? Is this for all excavations or was this intended in the event of hazardous waste or contaminated soil is discovered? Response: We permit only contractors of choice on our property
 - o 29-33 are OK

Carlo F. Cavallaro
 ComEd - External Affairs Manager
 5190 Church St
 Skokie, IL 60077

Office 847-929-2304
Mobile 630-669-3068



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Request For Board Action

REFERRED TO BOARD: August 18, 2015

AGENDA ITEM NO: 9

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Recommendation by the Zoning Board of Appeals in Case #ZB-02-15 to Adopt a Resolution to Deny Certain Parking Lot Variations Requested at 7370 Cicero Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Mr. Constantin Izvanariu, a dentist and owner of an office building located at 7370 Cicero Avenue, has requested certain zoning Variations for his proposed expansion of an existing off-street parking lot at this location. The subject property, located at the southwest intersection of Jarvis and Cicero Avenues, is located in the Village's "O" Office Zoning District. Adjacent and immediately to the west of the subject property is residential property, zoned R-3.

Mr. Izvanariu received a Village business license to operate his dental practice from this location on March 6, 2015. On-street parking is allowed in this area on both Jarvis and Cicero Avenues.

Specifically, Mr. Izvanariu proposes to expand the existing approximate 6-space off-street parking lot by 4 additional parking spaces, with this proposed expansion extending approximately 34 feet into the front area of the building toward Cicero Avenue. Parking is not allowed in the front yard, and this proposed extension of the parking lot into the front yard is the central Variation that is being sought. Also requested is a parking lot perimeter landscaping Variation and a Variation for parking lot end cap landscaping.

The existing off-street parking lot is presently deemed nonconforming as it lacks the required eight-foot-wide perimeter landscaping. The Petitioner seeks a Variation to continue this nonconformity for the proposed expanded parking lot area. Proposed end caps for the parking lot require landscaping equal in size to a parking space, and as proposed, the end caps do not conform to Code and represent the third Variation requested for this proposed project.

Board Deliberations and Recommendation

The Zoning Board of Appeals (ZBA) considered these Variation requests on June 17, 2015. At this public hearing, no member of the public was present to provide comment or testimony.

At this hearing, Mr. Izvanariu indicated that the existing parking lot was not sufficient for his dental practice. He stated many of his clients are middle age and that they did not want to walk down the street for their vehicle; and further, that he wanted to be a good neighbor by not having his customers park in front of the adjoining residential properties. He indicated these were the hardships he has and the reason he is seeking Variations.

In deliberating this matter, Zoning Board members noted that the Petitioner's claims of hardship appeared personal and self-created and were not an inherent hardship with the property. It was noted that to recommend Variations the Zoning Board must find that the requested Variations meet certain standards and, if granted, the Variations run with the land.

Chairman Theisen indicated that it was his assessment that the requested Variations did not meet the following standards: 1) that the Variation is not applicable to other property; 2) that the Variation is not solely to enhance the value of the property; and, 3) that there was a particular hardship and not a mere inconvenience.

By a unanimous 7-0 vote, the ZBA is recommending denial of the requested Variations to expand the off-street parking lot at 7370 Cicero Avenue.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

1. Proposed Resolution
2. June 17, 2015 ZBA Minutes (Draft)
3. Staff Report to ZBA Dated June 17, 2015
4. Variation Application

RECOMMENDED MOTION:

Move to concur with the recommendation of the Zoning Board of Appeals in Case #ZB-02-15 and to adopt a Resolution to deny the requested parking lot Variations.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2015-_____

A RESOLUTION DENYING A VARIATION TO PERMIT OFF-STREET PARKING
IN THE FRONT YARD OF AN OFFICE PROPERTY

WHEREAS, Constatin Izvanariu ("**Owner**") is the record title owner of that certain property located in the O-1 Office Zoning District, commonly known as 7370 Cicero Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Resolution ("**Property**"); and

WHEREAS, the Property is improved with a commercial building used as a dental office and an off-street parking lot containing six parking spaces ("**Parking Lot**"); and

WHEREAS, pursuant to Section 7.06(5) of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), off-street parking is prohibited in front yards in the Village; and

WHEREAS, pursuant to Section 6.14(1) of the Zoning Ordinance, every off-street parking lot containing more than five parking spaces must be screened from public view and adjacent properties by a perimeter landscaped area having a minimum width of eight feet; and

WHEREAS, pursuant to Section 6.14(2) of the Zoning Ordinance, a planting island equal in area to a parking space must be planted at the end of each row of parking spaces within an off-street parking lot; and

WHEREAS, the Owner desires to expand the Parking Lot by constructing an additional four parking spaces in the front yard of the existing building, without planting an eight-foot wide perimeter landscaped area and islands at the end of each row of parking spaces ("**Proposed Improvements**"), in violation of Sections 7.06(5), 6.14(1), and 6.14(2) of the Zoning Ordinance; and

WHEREAS, in order to permit the construction of the Proposed Improvements on the Property, the Owner has filed an application for variations from: (i) the front-yard off-street parking prohibition set forth in Section 7.06(5) of the Zoning Ordinance; (ii) the perimeter landscaping requirement of Section 6.14(1) of the Zoning Ordinance; and (iii) the planting island requirement of Section 6.14(2) of the Zoning Ordinance (collectively, the "**Requested Variations**"); and

WHEREAS, a public hearing of the Zoning Board of Appeals ("**ZBA**") of the Village of Lincolnwood to consider approval of the Requested Variations was duly advertised in the *Chicago Tribune* on May 28, 2015 and held on June 17, 2015;

WHEREAS, following the public hearing on June 17, 2015, the ZBA found that the Owner had not demonstrated that: (i) the conditions upon which the petition for the Requested Variations is based would not be applicable generally to other property within the same zoning district; (ii) the Requested Variations are not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the Property; and (iii) the existence of a hardship

necessitating the Requested Variations, all as required by Section 5.15(7) of the Zoning Ordinance; and

WHEREAS, on June 17, 2015, on the basis of its findings, the ZBA voted unanimously to recommend that the Village President and Board of Trustees deny the Requested Variations; and

WHEREAS, the President and Board of Trustees have considered the Requested Variations and the recommendation of the ZBA, and have determined that the Requested Variations fail to meet the required standards for variations as set forth in Article V of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to deny the Requested Variations;

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

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

SECTION 2. DENIAL OF REQUESTED VARIATIONS. In accordance with and pursuant to Article V of the Zoning Ordinance and the home rule powers of the Village, the Village President and Board of Trustees hereby concur with the recommendation of the ZBA and deny the Requested Variations for the Property.

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

[SIGNATURE PAGE FOLLOWS]

PASSED this __ day of August, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this __ day of _____, 2015.

Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office this
____ day of _____, 2015

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

#36958585_v1



DRAFT MEETING MINUTES OF THE
ZONING BOARD OF APPEALS
June 17, 2015 – 7:00 P.M.

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

MEMBERS PRESENT:

Chairman Herb Theisen
Paul Grant
Jean Ikezoe-Halevi
Martina Keller
Christopher Nickell
Kathy O'Brien
Kirill Vorobeychik

MEMBERS ABSENT:

STAFF PRESENT:

Timothy M. Clarke AICP, Community Development Director

I. CALL TO ORDER

Chairman Theisen noted a quorum of seven members present and called the meeting to order at 7:10 p.m. Thereafter all in attendance rose and recited the Pledge of Allegiance.

II. APPROVAL OF MINUTES

A motion was made by Commissioner Grant, seconded by Commissioner Ikezoe-Halevi, to approve as presented, the proposed minutes of the April 15, 2015 meeting.

Aye: Grant, Ikezoe-Halevi, Keller, Nickell, O'Brien, Vorobeychik, and Theisen

Nay: None

Motion Approved: 7-0

**III. Case #ZB-02-15: Public Hearing Regarding Variations for Off-Street Parking
Location and Landscaping of a Parking Lot at 7370 Cicero Avenue**

Chairman Theisen announced Case #ZB-02-15 concerning expansion of an existing off-street parking lot located at 7370 Cicero Avenue. Chairman Theisen asked all present desiring to testify to

rise and that the oath. After preliminary remarks, Chairman Theisen asked staff to provide a summary of the case.

Community Development Director Clarke provided a summary of the requested Variations by way of a PowerPoint presentation, proceeding to provide background on the subject property, and the three specific Variations requested by the Petitioner. Clarke noted that the central Variation was a request to expand the existing parking lot by 4 parking spaces, with the expansion proposed into the front of the building toward Cicero Avenue by approximately 34 feet. He noted this was not allowed by Code. Clarke indicated that the parking lot expansion, if approved, triggers landscape screening requirements for the perimeter of the parking lot and at its end caps. He stated that the existing parking lot lacks the required eight-foot-wide perimeter landscape screening required by the Code with the petitioner proposing to continue this nonconformity for the proposed expanded parking lot area. Clarke also noted that the end caps proposed for the parking area require landscaping equal in area to a parking space and are not proposed to conform to Code and, therefore, represents the third Variation for the project. Clarke completed his summary by noting the standards required for the Zoning Board to recommend Variations.

After the staff summary presentation, Mr. Constantin Izvanariu, the owner of the property, who also owns the dental practice which occupies the building, rose and indicated that the existing five plus handicap spaces on the property were not sufficient for his dental practice and his patrons. In response to a question, the Petitioner indicated he purchased this property last year and was aware of the size of the parking lot. In response to another question, Mr. Izvanariu indicated that he has four staff members. In response to a question as to what his hardship was, he indicated that many of his clients are middle age or elderly who didn't want to walk down the street for their vehicle. He also wanted to be a good neighbor and not park in front of his neighbors, and his off-street parking lot was not sufficient for his patron load and all these together are his hardship.

Chairman Theisen noted that to find in favor of the Petitioner, findings that a hardship must be found which meets specific standards. He indicated that three of these standards are: 1) that the Variation is not applicable to other property; 2) that the Variation is not solely to enhance the value of the property; and 3) that there was a particular hardship and not mere inconvenience. He stated he did not believe that the case presented met these required standards. The owner acknowledged that he may not meet these technical standards, but that the present parking spots do not accommodate his patients.

Commissioner O'Brien remarked that a Variation runs with the land and that the hardship presented is self-created and not due to the property. In response to a question, it was indicated that street parking was available on Cicero Avenue. The Petitioner noted that on some days this street parking is full.

The owner noted that currently when there is a lot of snow, it is piled into parking spaces which reduces the number of off-street parking spaces available. Chairman Theisen noted that snow accumulation was not a basis for granting a Variation.

Commissioner Theisen indicated for the record, that except for the applicant, no public testimony was presented and no other person came forward to comment of the Variation requests.

After hearing no other comments, Commissioner O'Brien made a motion, seconded by Commissioner Nickell to deny each of the requested Variations.

Aye: O'Brien, Nickell, Grant, Ikezoe-Halevi, Keller, Vorobeychik, and Theisen

Nay: None

Motion Approved: 7-0

V. PUBLIC FORUM

Chairman Theisen asked if there was anyone in the audience that would like to address the Zoning Board. Let the record state that no one came forward.

Commissioners discussed the appropriate time period for retaining meeting packet material. Director Clarke indicated that it was a personal decision and that the meeting packet is permanently retained in Village records. Chairman Theisen asked staff if a matter is remanded back to the Commission whether staff would resupply the material for the ZBA and staff indicated it would.

VI. ADJOURNMENT

Hearing no further business, by consensus, the Zoning Board of Appeals adjourned its meeting at 7:40 p.m.

Respectfully Submitted,

Timothy M. Clarke, AICP
Community Development Director



Zoning Board of Appeals Staff Report

Case # ZB-02-15

June 17, 2015

Subject Property:

7370 North Cicero Avenue

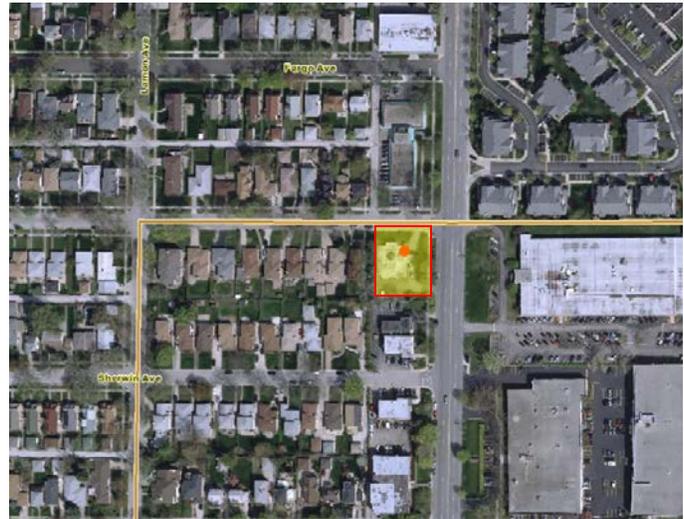
Zoning District:

O Office District

Petitioner:

Constantin Izvanariu, Property Owner

Nature of Request: Dentist office seeks to extend the existing off-street parking area toward Cicero Avenue beyond the established front of the existing building at 7370 North Cicero Avenue.



Requested Action:

Variations:

1. Off-Street Parking Location (Section 7.06(5));
2. Minimum Perimeter Landscape Requirement for Off-Street Parking Lots (Section 6.14);
3. Minimum Interior Landscape Requirements for Off-Street Parking Lots (Section 6.14);

Notification: Notice in Chicago Tribune dated May 28, 2015, Public Hearing Sign Installed at 7370 North Cicero Avenue, and Mailed Legal Notices Dated May 28, 2015 to Properties within 250 Feet.

Summary of Request

Constantin Izvanariu, property owner of 7370 North Cicero Avenue seeks Variations in order to extend the existing off-street parking area beyond the established front of the existing building used for a dentist office. The property is within the O Office District in which dentist offices are a Permitted Use. The new dentist office received a business license from the Village on March 6, 2015.

The property is improved with an office building, an off-street parking area to the south of the building, and a circular drive accessed from Jarvis Avenue and exiting onto Cicero Avenue. The property is approximately 17, 550 square feet in area which includes one-

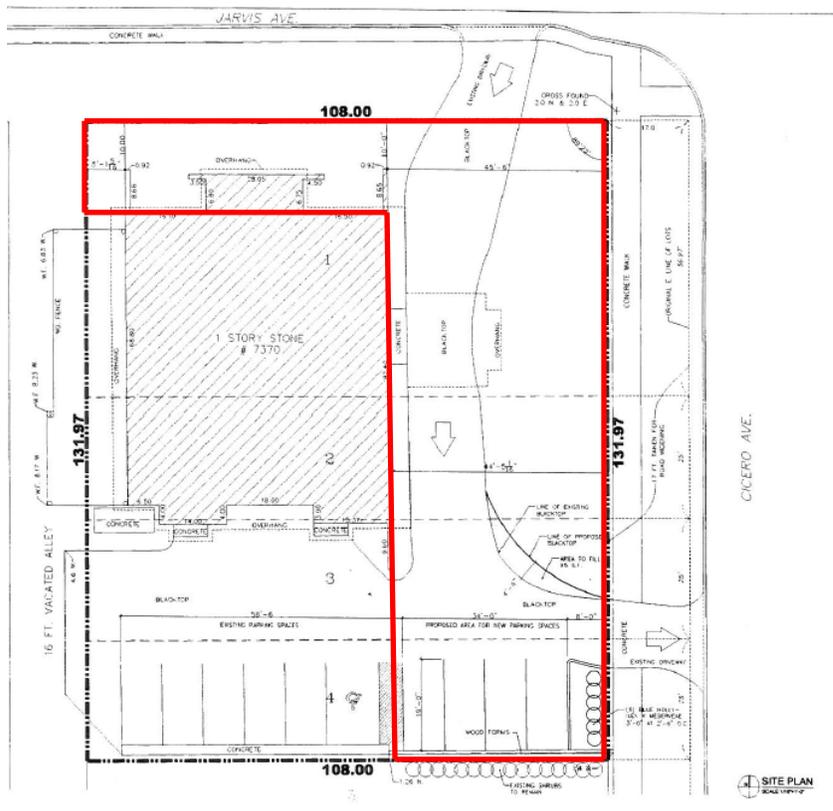
half of a vacated alley that once ran to the west of the property. Parking is permitted on both Jarvis and Cicero Avenue.

The Petitioner seeks approval to extend the existing off-street parking area by approximately 34 feet toward Cicero Avenue. The four new parking spaces will be located nearer to Cicero Avenue than the existing building, which is not permitted by Zoning Code. The expansion of the off-street parking area triggers landscape/screening requirements. The Petitioner seeks relief from interior and perimeter landscape requirements in addition to relief from the off-street parking location requirement.

Adjacent to the west of the subject property is a residential neighborhood. To the east and south of the property are various office buildings within the O District. To the north of Jarvis Avenue, the corporate border between Skokie and Lincolnwood, is a continuation of commercial uses.

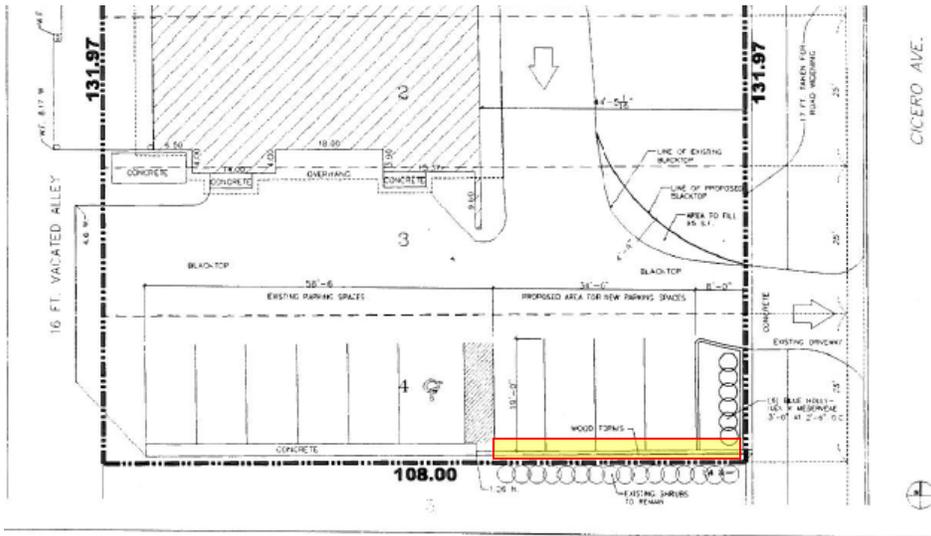
Variations

Off-Street Parking Location Variation: The Zoning Code, Section 7.06(5), permits off-street parking in any yard except a front yard and a yard abutting a street. As proposed, the new off-street parking area extends approximately 34 feet beyond the existing building. The site plan below includes an area outlined in red to identify on the subject property where off-street parking is not allowed per the Zoning Code. The new off-street parking area complies with the number of required off-street parking spaces as well as drive aisle width and parking stall dimensions.



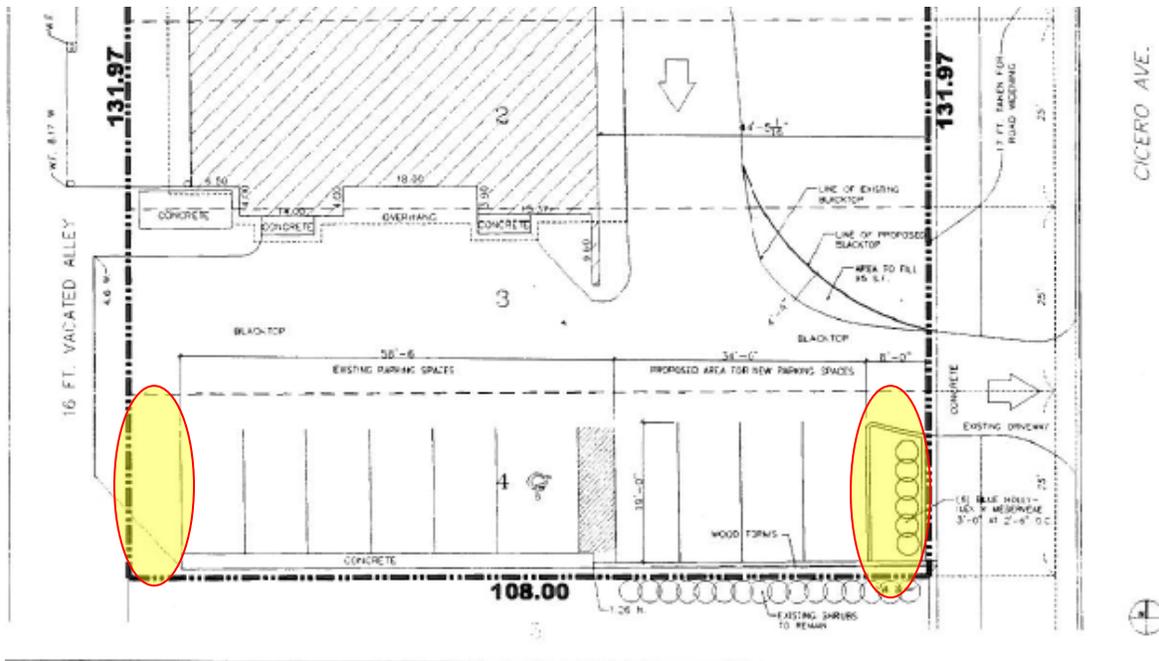
Off-Street Parking Perimeter Landscape Variation: The Petitioner seeks approval to permit the perimeter landscape setback along the south lot line to not meet the minimum width of eight feet. The new off-street parking area is designed to match the existing off-street parking area at approximately 1.25 feet from the south lot line.

The area highlighted in the excerpt of the site plan below identifies the location of the requested variation to permit less than the required eight-foot perimeter landscape area and screening. The proposed extension is designed to match the existing off-street parking area. The south perimeter area, which is 1.25 feet in width, does not include any Zoning Code required screening as per Section 6.14(1)b. The petitioner has identified landscape to the south of the lot line on the property at 7356 North Cicero Avenue as providing the screening envisioned by the Zoning Code.



Picture of subject property looking across Cicero Avenue and west along south property line. Area of proposed parking lot extension in the foreground.

Off-Street Parking Interior Landscape Variation: The Petitioner seeks relief from the minimum interior landscape requirements of the Zoning Code. The highlighted areas represent locations of required landscape islands; the end of the row of parking. The highlighted area at the west of the property is an existing nonconforming area with no landscape island. The highlighted area at the east of the property is an area that is eight feet in width. In this location, the Zoning Code would require both perimeter landscape of eight feet with screening and a landscape island at the end of a parking row. Landscape islands are to be 9' x 20' and include one tree. The Petitioner seeks approval to consider the area highlighted to the east as a perimeter landscape area resulting in no landscape islands at the end of the parking row.



Conclusion

Constantin Ivanariu seeks certain Variations to permit construction of an extension to the existing off-street parking area for the dentist office at 7370 North Cicero Avenue. In total, the project requires three Variations:

1. Off-Street Parking Location (Section 7.06(5));
2. Minimum Perimeter Landscape Requirement for Off-Street Parking Lots (Section 6.14);
3. Minimum Interior Landscape Requirements for Off-Street Parking Lots (Section 6.14);

Any modification to the driveway exiting on to Cicero Avenue is subject to review and approval by the Illinois Department of Transportation (IDOT). Staff has not been contacted by the public on this request.

Documents Attached

1. Zoning Code Section 7.06(5)
2. Zoning Code Section 6.14
3. Public Hearing Application Packet
 - a. Public Hearing Variation Application
 - b. Variation Standards
 - c. Site Plan
 - d. Proof of Ownership

Board Action Standards For Granting Relief

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

<u>STANDARDS</u>	<u>Yes</u>	<u>No</u>
<i>a. The requested major variation is consistent with the stated intent and purposes of this Zoning Ordinance and the Comprehensive Plan;</i>		
Notes:		
<i>b. The particular physical surroundings, shape or topographical conditions of the subject property would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of this Zoning Ordinance is enforced;</i>		
Notes:		
<i>c. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same zoning district;</i>		
Notes:		
<i>d. The variation is not solely and exclusively for the purpose of enhancing the value of or increasing the revenue from the property;</i>		
Notes:		
<i>e. The alleged difficulty or hardship has not been created by any person presently having an interest in the property;</i>		
Notes:		
<i>f. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located;</i>		
Notes:		
<i>g. The variation granted is the minimum change to the Zoning Ordinance standards necessary to alleviate the practical hardship on the subject property;</i>		
Notes:		
<i>h. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.</i>		
Notes:		

Close

Print

Resize:

Chapter 15. Zoning

Article VII. OFF-STREET PARKING AND LOADING

7.06. General standards for off-street parking facilities.

Off-street parking facilities shall be provided in accordance with regulations hereinafter set forth.

- (1) Use. Off-street parking facilities required herein listed shall be solely for the parking of automobiles of patrons, occupants, or employees. When bus transportation is provided for patrons, occupants or employees of a specific establishment, additional open or enclosed off-street parking spaces for each bus to be parked on the premises shall be provided in accordance with subsection 7.06(4) through (7) of this article.
- (2) Computation. When determination of the number of off-street parking spaces required by this Zoning Ordinance results in a requirement of a fractional space, any fraction of 1/2 or less may be disregarded while a fraction in excess of 1/2 shall be counted as one parking space.
- (3) Access. Each required off-street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to such parking space. All off-street parking facilities shall be designed with appropriate means of vehicular access to a street or alley in a manner which will least interfere with traffic movement.
- (4) Handicapped accessible spaces. The minimum number and dimension of parking spaces set aside as handicapped spaces shall be provided in accordance with the standards of the of the Illinois Capitol Development Board, as set forth in Illinois Accessibility Code, dated April 24, 1997, as may be amended from time to time.
- (5) In yards. Open-air, off-street parking spaces, may be located in any yard except a front yard and a side yard abutting a street, subject however to the provisions herein.
- (6) Design and maintenance.
 - a. Open and enclosed parking spaces. Parking spaces may be open-air or enclosed in a building and shall be accessed by a private drive that meets the following minimum aisle width standards:

Table 7.06.01

Parking Angle	Width (feet)	Length (feet)	One-Way (feet)	Two-Way (feet)
Parallel	9	22	12	20
30°	9	19	12	20
45°	9	19	16	20
60°	9	18	19	20
90°	9	18	20	24
Compact	9	16	20	25

Close

Print

Resize:

Village of Lincolnwood, IL
Friday, March 13, 2015

Chapter 15. Zoning

Article VI. SITE DEVELOPMENT STANDARDS

Part D. Landscaping

6.14. Minimum landscape requirements for off-street parking lots.

- (1) Perimeter screening required. Every off-street parking lot or parking area containing, five or more parking spaces shall be set back, buffered and screened from public view and adjacent property by a perimeter landscaped area having a minimum width of eight feet, or, where screening shall consist of a masonry wall, a minimum width of five feet.
 - a. The minimum width for the perimeter screening area shall be measured from the property line and shall not include any parking overhang.
 - b. Screening within the perimeter setback area shall consist of a masonry wall, densely planted hedge or massing of shrubs resulting in a 75% semi-opaque screen within one year of installation, installed in a manner so as to inhibit public views of the parking area.
 - c. Perimeter screening shall be continuous, except for breaks as may be permitted for sidewalks, driveways and sight triangles.
 - d. Masonry walls used for perimeter screening shall have a minimum height of 30 inches and a maximum height of 36 inches. Such walls shall have a finished surface which is the same or closely similar to the masonry of the principal building.
 - e. Shrubs planted as perimeter screening shall be at least three feet in height at time of installation.
 - f. The surface of the perimeter setback area shall be suitably covered with grass, ground cover or similar vegetation and periodically mulched. Impervious materials such as asphalt, concrete or a layer of stone is prohibited.
 - g. A six-inch continuous poured-in-place concrete curb shall separate all drive and parking surfaces from landscape areas.
 - h. Upon petition, the ZBA may recommend a creative alternate perimeter screening plan of berms, walls, shrubs, trees or other material, which has the effect of providing a minimum three-foot high visual screen of parking areas.

(2) Interior landscaping requirements.

- a. A planting island equal in area to a parking space shall be located at each end of a parking row and after each 20 parking spaces within a parking row.
- b. One tree shall be required for each planting island required in Section 6.14(2)(a) above.
- c. The surface of the planting island shall be suitably covered with grass, ground cover or similar vegetation and periodically mulched. Impervious materials such as asphalt, concrete or a layer of stone is prohibited.
- d. A six-inch continuous poured in place curb shall separate and surround all interior landscape island areas.
- e. All areas within or at the edges of parking lots which are greater than 50 square feet and not designed for parking stalls, drive aisles or shopping cart collection points, shall be curbed and landscaped with sod, ground cover, bushes or trees.
- f. All landscaped islands shall have a minimum topsoil depth of three feet and mounded to a center height of six to 12 inches above top of curb height.



SUBJECT PROPERTY

Property Address: 7370 N Cicero Ave

Permanent Real Estate Index Number(s): 10-28-420-025-0000

Zoning District O Lot Area: 12,515 s.f.

List all existing structures on the property. Include fencing, sheds, garages, pools, etc.
One story building with basement

Are there existing development restrictions affecting the property? Yes X No
(Examples: previous variations, conditions, easements, covenants)

If yes, describe: _____

REQUESTED ACTION

- Variation - Residential
- Variation - Non-Residential
- Variation - Off-Street Parking
- Variation - Design Standards
- Variation - Signs/Special Signs
- Minor Variation
- Other

PROJECT DESCRIPTION

Describe the Request and Project: Extend existing parking to add (4) parking spaces along south side of the property to Cicero Ave.

PROPERTY OWNER/PETITIONER INFORMATION

Property Owner(s):

Name: (List all beneficiaries if Trust): Constantin Izvanariu

Address: 5206 Madison , Skokie, IL 60077

Telephone: (847) 668-8800 Fax: (____) _____ E-mail Address: izvanariu@gmail.com

Petitioner (if different from owner):

Name: SAME Relationship to Property: _____

Address: _____

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

REQUIRED ATTACHMENTS *

Check all documents that are attached:

Plat of Survey	<u> X </u>
Site Plan	<u> X </u>
Proof of Ownership	<u> X </u>
Floor Plans	<u> N/A </u>
Elevations	<u> N/A </u>
Applicable Zoning Worksheet	<u> </u>
Photos of the property	<u> X </u>
PDF files of all drawings	<u> X </u>

For Office Use Only

Fee: _____ Deposit: _____

Date Received: _____

Checked By: _____

The article(s), section(s) and paragraph(s) of the Village of Lincolnwood Zoning Ordinance from which the Action is being sought:

*The above documents are required for all applications. The Zoning Officer may release an applicant from specific required documents or may require additional documents as deemed necessary.

COST REIMBURSEMENT REQUIREMENT

The Village requires reimbursement of certain out-of-pocket costs incurred by the Village in connection with applications for zoning approvals and relief. These costs include, but are not limited to, mailing costs, attorney and engineer costs, and other out-of-pocket costs incurred by the Village in connection with this application. In accordance with Section 5.02 of the Village of Lincolnwood Zoning Ordinance, both the petitioner and the property owner shall be jointly and severally liable for the payment of such out-of-pocket costs. Out-of-pocket costs incurred shall be first applied against any hearing deposit held by the Village, with any additional sums incurred, to be billed at the conclusion of the hearing process.

Invoices in connection with this application shall be directed to:

Name: Constantin Izvanariu
Address: 5206 Madison
City, State: Skokie, IL 60077

ATTESTMENT AND SIGNATURE

I hereby state that I have read and understand the Village cost reimbursement requirement, as well as the requirements and procedures outlined in Article V of the Village Zoning Ordinance, and I agree to reimburse the Village within 30 days after receipt of an invoice therefor. I further attest that all statements and information provided in this application are true and correct to the best of my knowledge and that I have vested in me the authority to execute this application.

PROPERTY OWNER

Constantin Izvanariu 4/27/15
Signature Date

CONSTANTIN IZVANARIU

PRINT NAME

PETITIONER (if different than property owner)

Constantin Izvanariu 4/27/15
Signature Date

CONSTANTIN IZVANARIU

PRINT NAME



VILLAGE OF LINCOLNWOOD

COMMUNITY DEVELOPMENT DEPARTMENT

VARIATION STANDARDS

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

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

See attached

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

See attached

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

See attached.

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

See attached.

VARIATION STANDARDS (continued)

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

See attached.

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

See attached.

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

See attached.

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

See attached.

SIGN VARIATION STANDARDS

For all Sign Variation and/or Special Sign requests the Applicant shall also complete Questions 9-12.

9. The proposed variation is consistent with the statement of purpose set forth in Section 11.01 of the Zoning Ordinance.

10. The proposed sign complies with any additional standards or conditions set forth in Article XI of the Zoning Ordinance.

11. The proposed sign will substantially enhance the architectural integrity of the building or other structure to which it will be attached, if any.

12. The proposed sign conforms with the design and appearance of nearby structures and signs.

Variation Standards

RECEIVED

APR 28 2015

LINCOLNWOOD
COMMUNITY DEVELOPMENT

Question 1:

We are requesting a variance for the following zoning variances:

1. Parking in front of the building:
This is a request to add (4) parking spaces to the existing parking lot along the South lot line to accommodate the dental patients and designated drivers for dental surgery patients.
2. Perimeter Landscape width 8'-0":
We can accommodate the 8'-0" landscape requirement along the East lot line and are requesting to maintain the parking line along the south lot line and
3. Off-street parking screening along south lot line:
We are requesting to utilize the existing shrubs along the south lot line as off-street parking screening.

Question 2:

The dentist would like to accommodate his patients who have had surgery and their designated drivers with the convenience of this additional parking. This variance would also relieve parking congestion in the residential neighborhood.

Question 3:

The request is for this property.

Question 4:

The additional parking would be convenient for dental patients who have had surgery. This variance would also relieve parking congestion in the residential neighborhood.

Question 5:

The dentist would like to accommodate his patients who have had surgery and their designated drivers with the convenience of this additional parking. This variance would also relieve parking congestion in the residential neighborhood.

Question 6:

The variance will be concentrated on the existing property and will not affect the neighboring property.

Question 7:

This is a request to add (4) parking spaces to the existing parking lot along the South lot line to accommodate the dental patients and their designated drivers for dental surgery patients, to maintain the parking line along the south lot line, accommodate the 8'-0" landscape requirement along the East lot line and to utilize the existing shrubs along the south lot line for off-street parking screening.

Question 8:

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

QUIT CLAIM BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, NORTH COMMUNITY BANK, an Illinois banking corporation, as Successor by merger with THE FIRST COMMERCIAL BANK, ("Grantor"), whose address is 1110 W. 35th Street, Chicago, Illinois 60609, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quit claim and convey AS-IS WHERE, without recourse, unto Constantin Izvanariu ("Grantee"), whose address is 5205 Madison St., Skokie, Illinois 60077, all of Grantor's right, title and interest, if any:

the personal property, if any, as set forth in the Real Estate Contract, as amended, by and between NORTH COMMUNITY BANK, an Illinois banking corporation, as Successor by merger with THE FIRST COMMERCIAL BANK and Constantin Izvanariu for the sale and purchase of the of the property legally described on Exhibit A ("Property").

Grantor makes no representations or warranties whatsoever, regarding the personal property conveyed hereunder, including, without limitation, any representations or warranties related to title, quality, merchantability or fitness for a particular purpose.

Grantor and Grantee acknowledge and agree that this Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of date set forth opposite the signatures below.

GRANTOR: NORTH COMMUNITY BANK, an Illinois banking corporation, as Successor by merger with THE FIRST COMMERCIAL BANK

By: _____

Printed Name: Denius Jacobs

Its: Director - Head of OREC

Date: _____

ACCEPTANCE OF BILL OF SALE BY GRANTEE:

GRANTEE: Constantin Izvanariu

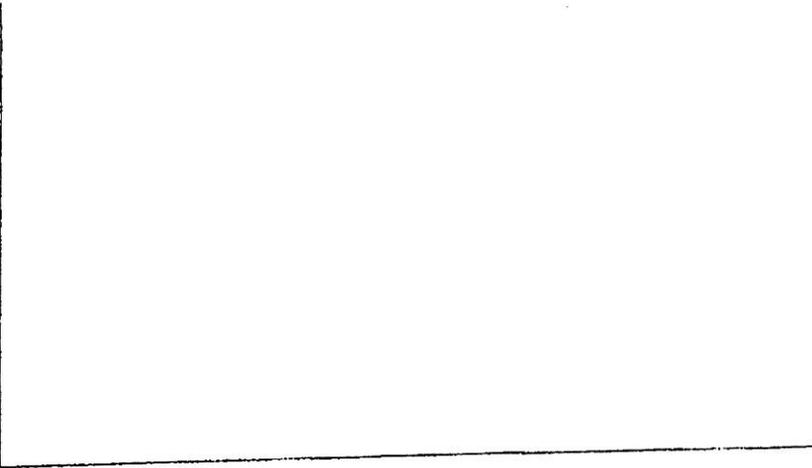
By: _____

Printed Name: CONSTANTIN IZVANARIU

Its: _____

Date: 2/28/14

**SPECIAL WARRANTY DEED
Statutory (Illinois)**



Above Space for Recorder's use only

THIS AGREEMENT, made this 25 day of February, 2014, between NORTH COMMUNITY BANK, an Illinois banking corporation, as Successor by merger with THE FIRST COMMERCIAL BANK, party of the first part, 1110 W. 35th St., 2nd Floor, Chicago, Illinois 60609, and Constantin Izvanariu, party of the second part, 5205 Madison St., Skokie, Illinois, 60077. WITNESSETH, that the party of the first part, for and in consideration of Ten and 00/100 (\$10.00) Dollars in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, by these presents does REMISE, RELEASE, ALIEN and CONVEY unto the party of the second part, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

Together with all and singular the hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, it successors and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to: zoning and building laws and ordinances, general real estate taxes not yet due and payable; special assessments confirmed after the contract date; building, building line and use or occupancy restrictions, private, public and utility easements, existing leases and tenancies, acts of Grantee or those claiming, by through or under Grantee, covenants, conditions and restrictions of record, drainage ditches, lateral and drain tile, pipe or other conduit, matters that would be revealed by a survey of the property.

Permanent Real Estate Numbers: 10-28-420-025-0000; 10-28-420-026-0000; 10-28-420-027-0000 and 10-28-420-028-0000
Address of real estate: 7370 N. Cicero Ave., Lincolnwood, Illinois 60712

EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2, 3 AND 4 IN BLOCK 5 GEORGE F. NIXON AND COMPANY'S HOWARD-LINCOLN AND
CICERO SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 7370 N. Cicero Ave., Lincolnwood, Illinois 60712

PIN NO.: 10-28-420-025-0000; 10-28-420-026-0000; 10-28-420-027-0000 and 10-28-420-028-0000