Return to COTW Memo

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
5:30 P.M. JUNE 20, 2017

AGENDA

I) Call to Order

II) Roll Call

III) Minutes – Committee of the Whole Meeting – June 6, 2017

IV) Regular Business

1) Discussion Concerning the Human Relations Commission's Diversity Flag Program (5:30 – 6:15 p.m.)

2) Discussion Regarding Televising Additional Boards and Commission Meetings (6:15 – 6:30 p.m.)

3) Discussion Regarding Proposed Amendments to the Village Code Relating to Commercial Vehicles (6:30 – 7:30 p.m.)

V) Public Comment

VI) Adjournment

DATE POSTED: June 16, 2017

Return to COTW Memo

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
JUNE 6, 2017

Call to Order

President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:30 P.M., Tuesday, June 6, 2017, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

On roll call by Village Clerk Beryl Herman the following were:
PRESENT: President Bass, Trustees Sugarman, Nickel, Patel, Cope (6:40)
ABSENT: Trustees Halevi, Spino

A quorum was present. Also present: Timothy Wiberg, Village Manager, Ashley Engelmann, Assistant Village Manager; Heather McFarland, Management Analyst; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Community Development Director; Police Chief Robert LaMantia; Andrew Letson, Public Works Director; Charles Greenstein, Village Treasurer; Doug Hammel, Community Development Manager.

Approval of Minutes

Minutes of the May 16, 2017 Committee of the Whole meetings were distributed in advance of the meeting and were examined. Trustee Hlepas Nickel moved to approve the minutes. Trustee Sugarman seconded the motion. The motion passed with a Voice Vote.

Regular Business

1. Discussion Concerning Any Questions on Village Board Meeting Agenda Items

There was no discussion.

2. Discussion Concerning the Potential Referral to the Plan Commission of a Retail Overlay District for Devon Avenue

This item was presented by Mr. McNellis. using PowerPoint.

Trustee Patel stated that his building lies within this area. He has discussed this with the Village Attorney, and he satisfied that there is no conflict of interest and he need not recuse himself.

A rendering of the Devon Avenue MB Zoning District was exhibited.

Retail Overlay District
Background

*First Retail Overlay District created on Touhy Avenue in 2013
*EDC-spurred creation of Overlay, designed to add permissibility of B2 uses
*Fourteen properties designated with Overlay
*Retail Overlay Zoning provides flexibility of MB and B2 uses
*First Commercial Redevelopment in Retail Overlay – 3701 W. Touhy (AT&T Store)

A rendering of the Retail Overlay District on Touhy Avenue was exhibited.

Comparison of Uses (MB to Retail Overlay) was exhibited.

A rendering of Retail Overlay District Options Adjacent to Devon Avenue was exhibited.

Devon Retail Overlay District Rezoning
Issues for Consideration

1. Potential Positive Impacts:
*Greater flexibility to property owners
*Additional opportunities for revenue-generating businesses in Village
*Spur redevelopment
*Fill vacant spaces
*Business-friendly accommodation

2. Potential Negative Impacts:
*No material negative impact (confirm no property tax implications)

Retail Overlay District Proposal
Recommendation

Consider referral to the Plan Commission of a Map Amendment designating the land in options 1, 2, and 3 (combined), as a new Retail Overlay District

Discussion ensued.

Consensus was to refer the item to the Plan Commission with the addition of the West side of Hamlin (add a 4th option).

3. Status Report by the Traffic Commission

This item was presented by Scott Troiani, Chair of the Traffic Commission and Chief Robert LaMantia.

Return to COTW Memo

Traffic Commission Board

Scott Troiani, Chair
Antonio Cosantino
James Lee
Stanley Wilk
Mark Bonner
Donald Gelfund
Claude Petit
Jesal Patel (Village Board Liaison)

Traffic Commission – Mission

Addressing Transportation Challenges with Innovation and Engineering

Common Community Concerns

*Traffic, Speed and Volume
*Stop Sign Requests
*Cut-through Traffic
*Parking Congestion and Mitigation
*Commercial and Recreational Vehicle Parking

Summary of Significant Activities

*Keystone at Lincoln – Designated Parkway Parking Recommendation
*Commercial and Recreational Vehicle Parking Recommendation
*Psistaria Restaurant – Traffic Plan Recommendation
*Central and Sauganash /Dowagiac and Ionia – Turn Restriction Discussion
**Pratt and Navajo – Line of sight and LED Stop Sign Discussion
*Crawford Reconstruction Community Meeting Recommendation
*Lawndale and Central Park – Stoop Sign Discussion
*Public Works – Restricted Parking Recommendation
*Morse and Lincolnwood Drive – Parking Restriction Discussion
*6707-6735 Cicero – Parking Restriction Re Recommendation
*3900 Greenleaf – Traffic Calming Discussion
*School District 74 – Roadway Vacation Recommendation
*4656 Touhy – Alley Vacation Discussion
*Central Park and Lawndale – Stop Sign Discussion
*4000 Northshore – Resident Only Parking Discussion
*4400 Greenleaf – Median Removal Discussion
*Lowes – Reconfigure and Regrading Entrance/Exit Recommendation

*6400 Kimball – Parking Restriction Recommendation
*Chase at Lincoln – Parking Restriction Discussion
*Pratt and Valley Line Trail – Parking Restriction Recommendation
*Devon between Christiana and St. Louis – Parking Restriction Recommendation

Photos of the above areas of discussion and recommendation were exhibited.

Discussion ensued.

Trustee Cope questioned whether the Village can work with District 74 to address the issue of Pratt and East Prairie.

Trustee Sugarman commented that we add signs, but he wishes to know if signs are ever removed. Chief LaMantia responded that when signs are deemed to be unnecessary, they are removed.

Adjournment

At 7:35 P.M. Trustee Cope moved to adjourn Committee of the Whole, seconded by Trustee Patel.

The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman
Village Clerk

Return to COTW Memo

MEMORANDUM

TO: President Bass and Members of the Village Board

FROM: Timothy C. Wiberg, Village Manager

DATE: June 16, 2017

SUBJECT: **June 20 Committee of the Whole Meeting**

As a reminder, the Committee of the Whole (COTW) meeting is scheduled for **5:30 p.m.** on Tuesday evening. Dinner will be available beginning at 4:45 p.m. in the Village Hall Board Conference Room. Please find below a summary of the items for discussion:

1) **Discussion Concerning the Human Relations Commission's Diversity Flag Program (5:30 – 6:15 p.m.)**

The Human Relations Commission has run a diversity flag program on Lincoln Avenue for many years. The last two years the program has been on hold due to construction and also review of a policy for the program. The diversity flag program usually occurs in August. Staff is seeking direction regarding the program for 2017. Attached is a memorandum from the Police Chief regarding this issue.

2) **Discussion Regarding Televising Additional Boards and Commission Meetings (6:15 – 6:30 p.m.)**

A request was made to evaluate the possibility of televising Traffic Commission meetings. Staff has prepared an evaluation of the costs to televise the meetings as well as the costs to televise additional Boards and Commission meetings. Attached is a memorandum from the Assistant to the Village Manager regarding the issue.

3) **Discussion Regarding Proposed Amendments to the Village Code Relating to Commercial Vehicles (6:30 – 7:30 p.m.)**

In February of 2017 the Village Board directed staff to create a workshop group comprised of members of the public to review proposed amendments to the Village Code related to commercial vehicles and to return on June 20 to present the consensus of the workshop group. Workshops were held in March and April of 2017. Attached is a memorandum from the Police Chief discussing the consensus of the workshop group as well as a draft Ordinance.

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

Return to COTW Memo

LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: June 20, 2017

Subject: Human Relations Commission Flag Program

The Human Relations Commission (HRC) first designated August as “Diversity” month in 2005. The intent of the program was to display flags representing the ethnicity that comprises the population of Lincolnwood. The initial flags were purchased with donations from the community. The Village supplemented the program by purchasing American Flags, poles, and brackets. From 2005 to 2014, the Village displayed flags during the month of August, in accord with the original intent of the program.

Human Relations Commission Meeting, August 11, 2014
In 2014, a member of the public noticed the Palestine flag displayed and complained to staff. The complainant was advised to voice his opinion to the Human Relations Commission. The complainant reached out to others using social media which led to 175 people attending the August 11, 2014 Human Relations Commission meeting.

More than 90% of the attendees voiced their opinions in a professional and respectful manner. Some speakers voiced opposition to the display of the Palestine flag and many spoke in favor. After community input, review and discussion, the HRC recommended approving the display of the Palestine flag and agreed to review the Flag Policy, at a future date. The recorded meeting is available for viewing at: http://ec4.cc/sdc8c5bf.

Village Board Meeting, April 7, 2015
With input from staff and the Village attorney, the HRC recommended a revised flag policy to the Village Board on April 7, 2015. The policy was intended to provide the HRC with objective guidance. The Village Board referred the matter back to the Human Relations Commission for further review.

August 2015
The Flag Program was placed on hold due to the scheduled replacement of street lights along Lincoln Avenue. Staff recommended deferring the program due to active construction on Lincoln Avenue during the replacement of street lights.

September 2015 - December 2016
The HRC developed several programs to fill the void created by the temporary suspension of the Flag Program. The Diversity Dance Presentation, Iron Chef Style Cook-off and a Welcoming City Resolution and/or Ordinance are examples of new initiatives. In addition, the HRC supported the regular meetings of the clergy and Multi-Cultural Task Force's Coffee with the Clergy.

December 12, 2016
The HRC reviewed and discussed the Flag Program, listened to input from the community and voted to recommend that it be continued in August 2017.

Summary of Village Diversity Events
The HRC sponsors, supports, and/or participates in a number of events throughout the year in an effort to carry out its mission. The following is a brief summary of those events.

Memorial Day Parade and Ceremony
The HRC participates in the Village's Annual Memorial Day Parade and distributes American Flags to the public.

Annual Independence Day Concert
The HRC promotes the understanding and acceptance of diversity through a music program at the Annual Independence Day Concert. The HRC plans, manages, organizes, schedules and coordinates this celebration where the community is able to celebrate this great County where all people may live together in harmony.

Diversity Dance Presentation
In 2016, the HRC worked with three dance groups representing three different cultures, the Lincolnwood Public Library, and the community to provide a free performance at the Proesel Park Shelter.

Ethnic Fest
In previous years, the Commission supported the Lincolnwood Public Library to promote diversity through the display of various cultural artifacts and ethnic cuisines.

Niles Township Food Drive
The HRC participates in the Niles Township Food Drive by working with the community, School District 74, Lincolnwood Public Library, and many members of the business community to solicit and collect donated food for the underserved.

Iron Chef Style Cook-Off
In 2017, the HRC developed an Iron Chef Style Cook-Off with the Police and Fire Departments to promote various ethnic cuisines and at the same time raised $3,500.00 for the Niles Township Food Pantry.

Coffee with the Clergy

The HRC actively supports the Multi-Cultural Task Force's Coffee with the Clergy program. The Multicultural Task Force has organized three such events over the past 18 months. The goal of the program is to educate the community on various religions and cultures in an attempt to improve the community's understanding and acceptance of our differences.

Neighborhood Watch Program

The Police Department reintroduced its 35 year old Neighborhood Watch Program. The goal of the program is to promote safety within the community by involving neighbors. An ancillary benefit of the program is neighbors getting to know one another. To date, residents from over 20 different blocks have expressed an interest in the program. Both the HRC and the Multi-Cultural Task Force have expressed an interest in supporting this program in an attempt to promote understanding and acceptance.

Welcoming City Resolution/Ordinance

The HRC is working with the Multi-Cultural Task Force, local clergy and interested persons in the community to discuss, review and provide input on a Welcoming City Resolution and/or Ordinance. Staff has requested a draft document from Corporation Council. It will be reviewed and discussed with the various groups and forwarded to the Village Board for consideration by September.

Discussion

The HRC is seeking direction from the Board regarding the Flag Program.

Documents Attached

1. Human Relations Commission Meeting Minutes, February 9, 2015
2. Human Relations Commission Meeting Minutes March 9, 2015
3. Human Relations Commission Meeting Minutes April 20, 2015
4. Link to Video of Human Relations Commission Meeting, August 11, 2014: http://ec4.cc/sdc8c5bf
5. Committee of the Whole Memorandum, April 7, 2015
6. Committee of the Whole Meeting Minutes, April 7, 2015
7. Human Relations Commission Meeting Minutes, December 12, 2016
8. Draft HRC Flag Policy

Village of Lincolnwood
Human Relations Commission Meeting
Monday February 9, 2015
7:00 P.M. Police/Fire Training Room

I. Roll Call:
Present: Rita, Paul, Stacy, Mary, Anna and Talin were present. Lt. Larry Martin was also present.
Absent: Rebecca Kohn

II. Approval of Minutes:
Anna moved to accept the minutes from the December meeting. Paul seconded. The motion passed unanimously.

At this time, Paul moved that the Public Forum agenda item be moved to item number three to accommodate guest speakers. Motion was seconded by Mary.

III. Public Forum:

a. Vikki Rifkin is director of Fair Housing of Open Communities located in Wilmette. They deal with affordable and fair housing issues. She was accompanied by Tim, who is a Housing Counselor with the same organization. They introduced the 2015 Justice Project. The goal is to create a checklist of what it means to be an open and welcoming community. They furnished to members of the HRC the "welcoming community checklist." They are having two large events: 1 on July 26, 2015 on Winnetka Green and then a fall conference. They asked for our participation. Tim explained their free services to assist homeowners who are struggling to make their payments. They also asked for us to promote their services through word of mouth.

b. Ray Grossman, a resident of Lincolnwood, then spoke. He requested HRC's assistance to find more manpower for the monthly food drive. The food drive usually takes place from April to November and is one full day per month from 9 am to 3:30 pm. He suggests that Lincolnwood school students get involved to volunteer and asked for our help in coordinating this. It was communicated to Mr. Grossman that the HRC would do what they can to assist.
    i. Rebecca sent an email and it will go on the screen in the village office.

ii. Larry will make arrangements to get the boxes disseminated.
iii. Mark Weidner will ensure the boxes are placed in the various locations.

IV. Review of Budget/Expenditures Report:

A budget report was tabled until the next meeting because we have nothing new to discuss.

V. Old Business:

a. Library Display: Talin
The library display is scheduled to be installed on Feb 18th at Noon.

b. Internship Review: Rebecca
This topic is going to be tabled until next month's meeting, because Rebecca is not here to report. Mayor Turry wants us to reach out to the schools before they close for the summer so that we engage interns during the summer months, and carry over their internships into the school year.

c. CAP Program: Stacy
We need to first decide what languages are the most needed for us to translate. Larry accessed some local census information online and upon review, it was determined that we should translate the material into 5 languages: Arabic, Romanian, Russian, Urdu and Korean.

VI. New Business:

a. Internship and Flag Policy for Approval – Presentation to Village Board:
Stacy and Mary resubmitted the policy they drafted which had already been reviewed. Several edits were made which required approval. Talin and Larry also submitted proposed versions of the flag policy. It was proposed that we write a new policy that incorporates the best parts of each of the three policies proposed. Several portions of the policy were voted on as to which version to use.

Mary and Stacy pointed out that their version of the policy had already been voted on and approved by the HRC.

Talin moved to reopen the conversation to choose the best policy. Paul seconded. A discussion further ensued as to what language to use in the policy.

Stacy tabled the discussion of the flag policy in the interest of time. An additional meeting will be scheduled in two weeks' time to come to a final decision regarding the flag policy.

b. Upcoming HRC events:
No Report

c. Nomination for HRC Award - Discussion of application
Rita asked that the Village Board be informed of the nominations for the HRC Award to help spread the word. Rebecca has already arranged to have the information posted in the Connections Newsletter regarding HRC Award nominations.

d. Posting for next Connection:
No report

e. Nomination Committee:
We need a nomination committee. Rebecca had expressed her interest earlier. Rita expressed her interest as well. It was decided that the nomination committee would be comprised of Rebecca and Rita.

f. Armenian Genocide Event:
Talin presented an idea for screening of a documentary film about Armenian genocide and a short talk to be held in the Skokie Library. She requested that the HRC be one of the named sponsors of the event. Mary requested that the matter be tabled until the next meeting so members can have more time to research the event.

VII. Report from HRC Liaison: Lt. Martin
No report

VIII. Adjournment

Rita moved to adjourn the meeting; seconded by Anna. The meeting adjourned at 9:25 pm.

Return to COTW Memo

Village of Lincolnwood
Human Relations Commission Meeting Minutes
Monday, March 9, 2015, 7:00 PM
Village Hall Council Chambers
6900 N. Lincoln Ave.
Lincolnwood, IL 60712

I. Call to Order

The meeting was called to order at 7:05 PM.

II. Roll Call

Present: Stacy Katsibaros, Mary Koleff-May, Paul Kramer, Anna Pawlowski, Rita Eng and Talin Hitik were present. Lt. Larry Martin, Chief LaMantia and Mayor Turry were also present.

III. Approval of Minutes

Commissioners reviewed the minutes from the February 9, 2015 meeting. Several corrections were suggested. Paul moved to accept the February minutes (with revisions), Rita seconded. The motion passed unanimously.

At this time, Paul moved that the Public Forum agenda item be moved to item number three to accommodate guest speakers. Motion was seconded by Mary. The motion passed unanimously.

IV. Public Forum

No discussion

V. Approval of the Agenda – this item was skipped.

VI. Review of the Budget

Paul indicated there was nothing new to report.

VII. Old Business

a. Library Display:

Talin reported that she and Anna installed the library display on February 18th and it was a success. The library plans to keep the material and put the display up again later in the year.

b. Internship Review:

Stacy received an email from Rebecca regarding the proposed internship policy. She will send a copy to everyone to review and make changes if necessary before our next meeting.

c. CAP Program: Item tabled until the next meeting.

d. Flag Policy:

Chief LaMantia presented the flag application and flag program policy, as drafted by the village attorney.

Talin edited the flag application & submitted to HRC via email prior to meeting. Her amended copy was submitted by Chief LaMantia for approval.

Chief LaMantia mentioned that in order to avoid further conflict, we need to make sure that it is mentioned that all current flags are grandfathered in. All members of the HRC agreed that grandfathering language needed to be included. The chief said that it will be amended to include this language.

Further proposed amendments: use of one font, eliminating italics at the top of the application, add date to “approved” line on application. The flag policy and program were both approved as amended unanimously.

e. Food Pantry: Anjum, former HRC member, volunteered to organize the volunteers for the food pantry. All HRC members agreed that it is a good idea. Stacy said that she will follow up with Anjum.

VIII. New Business

a. Application for HRC Awards: Tabled

b. Upcoming HRC Events: Tabled

c. Nomination for HRC Award: Paul, Stacy and Mary will meet to discuss this item. We still need a nomination for the award.

d. Village's Connections Newsletter: Rebecca, who handles our submissions, is not here. The next submission should include the nomination for the HRC award.

e. Nomination Committee for the Board: Mary, Rita and Anna will schedule a time to meet and provide an update at our next meeting.

f. Memorial Day Committee: A member is needed to chair this event. Do we have anyone's contact information for the woman from the Memorial Day Parade? Mayor Turry mentioned that her name was Daisy. Mary will follow up with Daisy.

g. Fourth of July Event: Paul will look for inventory from last year and will report back next month.

h. Genocide Commemoration Event: Talin moved to host this event that will take place at the Skokie Public Library. Anna seconded. Motion passed unanimously. Talin will set a date for the event and report back to the commission.

i. Attendance Requirements: The Chief advised that attendance is required at the meetings. The Commission is free to start the meeting at 7:30 if it's easier; however, members need to be present and on time. There is no such thing as excused absences. It is general policy that more than three consecutive absences warrant dismissal from a commission. It is not suggested that we follow this to the letter, but it should be known.

IX. Report from HRC Liaison: Lt. Larry Martin

Lt. Martin reported that the food collection boxes were delivered by Community Service Officer Weidner.

Sue Bochenski, Lincolnwood Library, is looking forward to partnering with the HRC.

X. Adjournment

a. Paul moved to adjourn the meeting; seconded by Anna. The meeting adjourned at 7:59pm.

Next meeting is scheduled for Monday, April 13, 2015.

Village of Lincolnwood
Human Relations Commission Meeting
Monday, April 20, 2015 at 8:00 PM
Village Hall, Council Chambers

I. Roll Call

The meeting was called to order at 8:03pm. Talin Hitik, Anna Pawlowski, Rebecca Kohn, Paul Kramer, Stacy Katsibaros, Mary Koleff-May, Rita Eng and Lt. Larry Martin. Lincolnwood Police Chief Robert LaMantia was also present.

II. Approval of Minutes

A few minor amendments were suggested. Mary Koleff-May moved to approve the March minutes as amended, Paul Kramer seconded. The motion passed unanimously.

III. Old Business

a. Flag Policy moved to item III(a) by Stacy Katsibaros.
   i. Chief LaMantia informed the commission that the Village's street light program is scheduled to have the street lights on Lincoln Ave to be put up from June through September 2015. The program may still have to be suspended for 2015. The Director of Public Works says its going to be almost impossible in terms of logistics
   ii. Mary Koleff-May and Stacy Katsibaros discussed the Village Board of Trustees meeting regarding the flag policy.
   iii. Mayor Turry spoke to shed further light on the past Village Board of Trustees meeting. He relayed the concerns of Trustees Elster and Cope said that the flag policy would not achieve the goals of diversity month or of the Village itself and urged that it be disbanded.

b. Public Forum
   i. Diane Dubey. She would like to see something focused on unity, on coming together. I hate to see people tearing at each other, so it would be great to avoid it.
   ii. Harry Friedman. Read many sentences from HRC brochure. Says that the Palestinian flag represents Hamas.
   iii. Rose Ann Cope. Asks us to fly only American flags.
   iv. Renan Sugarman. Purpose of the commission was that it was intended to make people comfortable, and the flags make a lot of people uncomfortable.

c. Mary Koleff-May moved to suspend commemoration of diversity month for 2015. Rita Eng seconded. The motion passed.
   i. Rebecca Kohn moved to table the discussion of possible diversity activities for the 2016 year to next month's meeting. Paul Kramer seconded. The motion passed.

d. Budget.
   i. Paul Kramer reported that we have $1,516.86 is our current total.

ii. Rebecca Kohn moved that we order two gross of the small American flags and two gross HRC pens. Anna Pawlowski seconded. The motion passed unanimously. Chief LaMantia indicated that he would order these items.

e. Memorial Day Parade

f. Food Pantry
   i. The program was a success. Officer Weidner was acknowledged for his wonderful efforts.

g. Internship Program
   i. Paul Kramer moved to table the internship program to next month's meeting. Rebecca Kohn seconded. The motion passed unanimously.

h. Cab Program List and Chair
   i. The information regarding the program needs to be translated. The only community that returned Stacy Katsibaros' request for contact was a Korean church.
   ii. Rebecca Kohn will put on the website that we need translators.

i. HRC Award
   i. The HRC Committee will meet before next month's meeting.

j. Nomination Committee
   i. Mary Koleff-May moved to table this to the next month's meeting. Rebecca seconded. The motion passed unanimously. The Nomination Committee, consisting of Mary, Stacy and Paul, indicated that they would meet as a group again before next month's meeting.

IV. New Business

a. Village Clerk Beryl Herman told the Commission that there was a meeting of a Multi Cultural Task Force, which she has formed. The task force is planning to host an event revolving around ethnic food and will also have entertainment. There are also gender-only pool nights planned for the summer, and a children's soccer league.

b. It was discussed that the HRC would co-host the ethnic food event with the task force.

c. The agenda of next month's meeting will include discussion of a joint event with the Multi-Cultural Task Force.

V. Public Forum
   a. The public forum was moved to III(b) above.

VI. Good of the Order
   a. Rita Eng said that this is going to be her last meeting. She decided to not renew her position. The members of the commission thanked her for her service.
   b. Paul Kramer said that he called Ray Grossman regarding the food drive. He said that they will send a schedule to Paul for the food drive.

VII. Staff Report
   a. No Report

VIII. Adjournment
   a. Rita Eng moved to adjourn the meeting. Paul Kramer seconded. Meeting adjourned at 9:24pm.

Return to COTW Memo

LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: April 7, 2015

Subject: Human Relations Commission Flag Program

The Human Relations Commission (HRC) first designated August as “Diversity” month in 2005. The intent of the program was to display flags representing the ethnicity that comprises the population of Lincolnwood.

Since 2005, the Village has displayed flags during the month of August, in accord with the original intent of the program.

On August 11, 2014, approximately 175 people appeared at the HRC meeting to voice concerns regarding the Village’s display of certain flags. Specifically, speakers voiced opposition to either the Assyrian or Palestine flags. At the conclusion of the discussion, the HRC approved allowing both flags to be displayed and agreed to review the flag policy.

On March 9, 2015, with input from staff and the Village attorney, the HRC recommended a revised flag policy. The intent of the policy is to provide objective guidance without making any statement or expressing any opinion as to any policies, issues, or concerns relating to, or affecting the United Nations Member or Non-Member States.

In summary, the policy:

- limits applications to residents and business owners
- requires the flag to be recognized as a Member or Non-Member of the United Nations, or must have been flown in 2014
- requires applicant identification
- a qualification process

- an approval and denial process
- a donation process
- an appeal process, and
- a disclaimer

Summary

The HRC is proposing a revised flag policy and application form. Staff is seeking direction from the Board. Staff recommends either an Ordinance approving the HRC's recommendation, an Ordinance approving a revised application and policy, or a Resolution terminating the program.

Documents Attached

1. February 14, 2005 HRC Minutes
2. August 11, 2014 Approved HRC Minutes
3. March 9, 2014 Draft HRC Minutes
4. Proposed Flag Policy
5. Proposed Flag Application

Return to COTW Memo

LINCOLNWOOD HUMAN RELATIONS COMMISSION

MEETING MINUTES, FEBRUARY 14, 2005, 7 P.M.

ATTENDANCE: Present: Ken Traisman, Marvin Cooper, Beryl Herman, Rita Eng, George Capulos, Anna Pawlowski, Mary Koleff-May, Jean Ikezoe-Halevi, Anjum Ali, Sheryl Ghezzi, and Ruth Tobias. Visitors present: Police Chief Dan Gooris and Bill Assimakopoulos of Lincolnwood Produce.

MINUTES: Minutes of the meeting held on January 10, 2005, were approved.

TREASURER'S REPORT: Balance is $1,633.62 per Rita.

HRC AWARD: Anjum informed the Commission that a candidate has been nominated. The subcommittee (Ruth, Rita, Jean, Mary, and Anjum) will meet in order to make its recommendation at the March meeting, at which time the Commission as a whole will vote on the subcommittee's recommendation.

Problems with publicizing the HRC Award were discussed.

NEIGHBORHOOD WATCH: George gave an overview of the subcommittee's progress and its commitment to follow the guidelines set forth in the three publications given to the subcommittee by Sgt. Mark Weidner at the first subcommittee meeting. He emphasized the importance of following the outline when beginning such a project. The pace will not be a rapid. Dan also voiced an opinion that proper organization is vital for such a project to function well, and that the village residents will need to be educated. All of this will take time and proper organization.

The subcommittee is composed of Anjum, Ruth, Marvin, Anna, Mary, and Sheryl (who joined the subcommittee at this meeting).

FLAGS: Rita informed HRC that August will be designated as "Diversity" month. During this period of time we hope to display national flags representing the ethnicity that comprises the population of Lincolnwood. Pratt Ave. from Cicero to Lincoln will be utilized and if necessary may have to extend east of Lincoln. Brackets already exist on light poles. The size of the flags will be 3' x 5'. Dan stated that he has the source to secure the flags once it is known what countries need be represented. It is estimated that the average cost of a flag will be about $50, so each sponsor will make a $50 donation and we will purchase each flag. Sponsors will be listed on Channel 6 (cable) and a list will also be posted in the Village Hall. During the time that the flags are not in use, Dan said that they could be stored in basement of police building. In addition his department will supply a secretary to handle the phones and help coordinate the event.

Discussion followed. Primarily Jean, and also Ken, voiced concerns about countries that could be left out, causing hurt feelings.

It was suggested by Beryl and others that demographic data could be used to purchase flags to represent the village population. For example, if several persons or businesses sponsored Greek flags, only one Greek flag would be displayed, with the extra money

being utilized to pay for flags (for instance, Korea) that represent the village's population but were not specifically sponsored by anyone.

Sheryl suggested that the HRC publicize the project at Lincolnwood Fest.

The flag subcommittee includes Mary, Rita, Beryl, and Dan.

FOOD DRIVE: The food drive for the Niles pantry will be March 1 to April 15, Anjum reported. We hope to proceed as we did last year. The collection sites will be the Bank of Lincolnwood, the Public Library, Village Hall, and the three public schools. Rita will be responsible for pickup at Village Hall, Anjum at the Library, Marvin at the Bank, Ken at Rutledge Hall, and Ruth at Todd and Lincoln Halls.

NEW OFFICERS: Ken informed the HRC that the present term of officers expires April 30, 2005. At the March meeting, a subcommittee will be formed to recommend a slate of new officers. The subcommittee will confer between the March and April HRC meetings. The slate will be voted on at the April meeting, with the new officers assuming their duties on May 1, 2005.

Ken said that if anyone is interested in being an officer, he or she should let him know.

EMERGENCY PLAN: In the aftermath of the tsunami disaster in Asia, Jean and Anna met to discuss having a plan of action in place in the event of a "human relations emergency" (it is remembered that HRC members met after the September 11, 2001 terrorist attacks to quickly plan a special event).

Jean set forth the particulars of the plan, under which the Vice Chair would contact members to get their ideas about a response to an emergency, summarize the members' thoughts, and work toward taking appropriate action. She stressed that sometimes we have to act quickly, even within 24 hours of the emergency.

Ken asked if there would be a problem if we held a meeting without giving public notice. Concerns about having a quorum also were voiced. Jean said she would ask Mayor Peter Moy about parliamentary matters.

LINCOLNWOOD FEST: The Fest will be held on Thursday, Friday, Saturday, and Sunday following the 4th of July. The HRC voted to participate in the Fest by staffing a booth and passing out information.

NEXT MEETING: The next meeting was set for March 14, 2005, at 7 p.m. at Village Hall.

ADJOURNMENT: The meeting was adjourned at 8:30 p.m.

Monday, August 11, 2014
HRC Meeting
Open Discussion of Flags

I. **Roll Call**. Rita, Paul, Mary, Talin, Rebecca, Anna, Craig and Lt. Martin were present. Also present were Mayor Jerry Turry, Village Manager Timothy Wiberg, Assistant Village Manager Doug Petroshius, Assistant to the Village Manager Chuck Meyer, and Police Chief Bob LaMantia.

II. **Public Forum**. *Due to several recent communications with the Lincolnwood Police Department and the HRC requesting the removal of the Palestinian flag from Lincoln Avenue and the subsequent growing discussion in the community, the HRC proceeded directly to a public forum to hear the large crowd that was gathered.*

Stacy:

- thanked everyone for coming
- gave opening statement concerning the general purpose and mission of the HRC and the flag program
- if someone wished to erect a flag on Lincoln Avenue to represent their ethnic community, they can fill out an application and donate $50 toward the expense for the flag
- the only flags that have been rejected are the flag that do not represent a national or ethnic community, such as the Don't Tread On Me flag
- the purpose of the program is to acknowledgment and recognize the diversity of our community
- ground rules were given for the procedure of speaking during the public forum
  - each speaker will have a three minute time limit
  - be respectful of each speaker
  - three speakers will be called at a time for efficiency
  - if there is disorder, the offender will be asked to leave
- Stacy noted that we have never taken down a flag and we will not be taking any down in 2014, but we will consider the comments for 2015 and beyond

Speakers from the Public

1. Umar Hussain
   - resident of Lincolnwood and went through Lincolnwood school system and Niles West
   - pleased and proud that those that are in charge of his town show diversity and stay persistent especially in the face of outside pressures
   - Palestine may not have a nation state but represent a people
   - the flag does not represent Hamas, it represents a people, and I'm glad you see that
   - school children in Lincolnwood are not removed from each other for being Palestinian or Israeli

2. Ejas R Khan
    - born in India, has been living in Lincolnwood for 34 years
    - proud to have the rights and freedoms that US has provided
    - this forum represents that freedom
3. Harry Friedman
    - resident of Lincolnwood since 1974
    - I am perturbed by Palestinian flag because:
        - Palestine is not a country
        - Palestinian people have voted in a terrorist organization to represent them, which is Hamas
        - Hamas seeks destruction of my people – I find this highly disturbing to drive by in my own town
4. Buzz Albert
    - Lincolnwood resident since 1977
    - I pray for peace in the Middle East, I hope that everyone learns to live in peace
    - I fought hatred all of my life
    - Lincolnwood would have never flown the Nazi flag during WWII
    - but the Palestinian the flag represents the PLO, whose covenant is for the destruction of the Israeli people
5. Ben Shkod
    - Resident of Lincolnwood for past 3 ½ years
    - dual citizen with Israel but I am 100% American
    - I have an issue with the flag because it represents a people that democratically voted into power a group who has in their charter the destruction of Israel
    - they also ask for destruction of Jews everywhere in the world
    - I give Lincolnwood credit for not giving into the community fighting
    - Israel has voted for an independent state for Palestine 7 times and Palestine has refused it all 7 times
    - I suggest that the Israeli and Palestinian flags be flown right next to each other to represent their neighborly coexistence and hope for a Palestinian state in the future
6. Maha Jarad
    - Israel is being accused of war crimes
    - 80% of casualties in Gaza are children; not Hamas fighters

    Stacy : we're talking about the flag issue. You need toargue why it should be kept up or taken down

    Maha Jarad: The flag should stay up because we should all enjoy the flag that represents our community
7. Aaron Shafter
    - I have no problems with diversity
    - this is an affront of the US Constitution
    - we need to take down the flag because we not have flags flown that are not recognized by the US Federal Government as a country

8. M.A. Hussain
    - I've been in Lincolnwood his whole life
    - I studied Holocaust in 7th grade
    - this is not an issue of who is right or wrong in the middle east
    - anyone driving down Lincoln Avenue could be offended by any number of flags and there'd be no flags left flying
        - Russians, Italians, German, and others have killed many more Jews than Hamas
        - British burned down the White House in the war 1812
        - Greeks and Turks are always fighting - their flags are still flying on Lincoln
    - I congratulate you [HRC] on taking a moral stand and keeping your head above the rhetoric
9. Marcella Ramahi
    - provided a thorough history of the displacement of the Palestinian people
    - Palestine has been recognized by the UN
    - it takes two to fight - we can't blame one side
    - leaving flags up is a tribute to Lincolnwood and their dedication to the community
    - Assyrians have a rich culture here too, and they get a flag
10. Oudeh Rayan
    - born and raised in Lincolnwood
    - thank you to Lincolnwood for keeping the flag up
    - I think the members of community that want to fight "must be isolated"
    - let's continue to fight for tolerance
11. Fawzan Khan
    - Lincolnwood was named after Lincoln
    - Lincoln stood for abolishing slavery
    - Our schools have great education to prevent racism, which I am grateful for
    - Palestine does not have a state – it was denied by the UN, therefore the Palestinian people are wrong
    - Jews were nearly wiped out in the Holocaust
    - I'm not against Israel
    - I also recommend that the flags should be put side by side

12. Mohammed Haque
    - the flag should stay up because the flag represents the people that live here
    - Palestinians and Jews both live in Lincolnwood
13. April Vandeporen
    - Lincolnwood resident since 1982

- I volunteer at the Illinois Holocaust Museum and I'm very proud of that
- you need to keep the flag up
- I do not believe that any of my neighbors mean any harm and I will never accept that

14. Faatima Khan
    - lives on Devon in Lincolnwood
    - if seeing the flag hurts your feelings, discuss it with the starving and homeless Palestinian children
    - in response to the guy that said that Palestine represents hate, but there are starving children that would disagree with that, as their homes have been bombed
    - Palestinians have every right to be represented by their flag
    - there are two sides to the conflict, so the Palestinian flag should stay up in 2015 and beyond
15. Aymen Abdel Halim
    - member of Council on Muslims of Greater Chicago
    - thank you for your dedication to diversity and representing the diverse make-up of Lincolnwood
    - this open and democratic discussion reflects the greatness of the US
16. Abdul Raziuddin
    - I am friends with people of all religions
    - there is obviously a religious undertone to this topic
    - I am able to discuss peacefully with my Jewish friends even though I am Muslim
    - calling Palestinians terrorists undercuts their remarkable culture and hospitality as a people
    - Palestinians have a wonderful culture
17. Sofian Hasan
    - represents an called ADC
    - in the words of an 8th century philosopher, if anyone asks you who you are, you should not answer anything more than "I am a human"
    - I'd like to extend an olive branch to my Jewish friends
    - I am from Palestine, my birth certificate has three languages. This is a testament to how complex the region is
    - no one can argue that there is no such thing as Palestine
18. Ahmed Khan
    - everyone in Lincolnwood is affected by the same issues as a community
    - there is no point in arguing about international political issues; it would go on forever
    - Palestine is a recognized state before the UN, but I'm not here to argue that
    - The government of Lincolnwood is not in a position to declare that it's not a state. It's not their place

- I urge you all to not let this issue come in between you as a community

19. Rabya Khan
    - speaking as a staff attorney from the Council on American Islamic Relations
    - thank you for paying attention to this issue and your commitment to diversity
    - reading from a letter written by CAIR's executive director that was sent to the HRC on Friday, August 7
        - background of the history of the Palestinian flag
        - Lincolnwood benefits from having Palestinians in its community
        - we request that you join us in stamping out hatred
20. Tyler Smith
    - 9/11 happened when I was 9, it made me develop a hatred of Muslims
    - until I realized that one of my best friends was an Iraqi Muslim
    - I stayed with members of the Free Syrian Army in Syria
    - was surprised by their acceptance of him as a Christian
    - we are supposed to be accepting of each other
    - this argument is not what America is about

Mohammed Hussain was called to speak but was not present.

21. Sherry Friedman
    - if peace and diversity were in the Palestinian charter, then I wouldn't be asking for the flag to be taken down
    - the Palestinian people represent the destruction of all Jews
    - Palestinian mothers teach their children to blow themselves up

At this time, shouts from the crowd broke out. Several people yelled offensive epithets at the speaker and at each other, such as "you're a terrorist." Stacy repeatedly called the room to order over the shouts. Mayor Turry then approached the dia and asked Stacy to ask the speaker to sit down, which Stacy did. Ms. Friedman continued to speak and refused to be sit seated. Mayor Turry then asked the Ms. Friedman to be seated several times over her protests, until she finally complied. Stacy recalled the meeting to order and warned the crowd that any further outbursts from the audience or applause during a speaker's remarks might lead to her cancelling the public forum entirely.

22. Samer Abdelmajid
    - I have no hatred toward any Jews and I am not offended by the Israeli flag
    - I don't understand what the harm is in a flag
    - I hope we get along in the future
23. Angie Ghanayem
    - I am from the American Federation of Ramullah Palestine
    - we work closely with the US government
    - thank you for your attention to this matter
24. Mayor Jerry Turry

- I'd like to say a few words, if you would indulge me for a moment

At this time, a man shouted "you didn't indulge the last speaker" (referring to Ms. Friedman)

Mayor Turry: "You have no idea how much you're angering me, sir. Shut your mouth." The man volunteered to leave, and promptly left the room.

Mayor Turry:

- the chair will be entertaining a motion for procedures as the flag program in the future
- the board will be the final arbiters of our policies and procedures
- Thank you to Stacy and Doug Petroshius for professionally handling this meeting. Thank you to all of the HRC members and to the Village staff that are present.
- I commend the gentleman who suggested that the flags be flown side by side
- you should be commended for caring about this issue, and for being respectful, for the most part
- I understand that people are heated about this issue, and I know that

Stacy made a motion to direct staff to work with the Commission to develop policies governing the flag display program in 2015. The motion was seconded by Mary and passed unanimously.

Mary made a motion to adjourn the HRC meeting. The motion was seconded by Rebecca and passed unanimously. The meeting was adjourned.

Return to COTW Memo

Village of Lincolnwood
Draft Human Relations Commission Minutes
Monday, March 9, 2015
7:00 P.M. Police Department Meeting Room

I. Roll Call
- Meeting called to order at 7:05pm
- Stacy, Mary, Paul, Anna, Rita and Talin were present. Lt. Larry Martin, Chief LaMantia and Mayor Turry were also present.

II. Approval of Minutes

- February minutes. Several corrections were made to February minutes. Paul moved to accept the February minutes, Rita seconded. The motion to accept the February minutes passed.

At this time, Paul moved that the Public Forum agenda item be moved to item number three to accommodate guest speakers. Motion was seconded by Mary. The motion passed unanimously.

III. Public Forum
   a. None

IV. Approval of the Agenda – this was skipped

V. Review of the Budget – Paul said there is nothing new to report.

VI. Old Business
   a. Library Display – Talin reported that she and Anna installed the library display on February 18 and it was a success. The library plans to keep the material and put the display up again later in the year.
   b. Internship Review
      i. Stacy received an email from Rebecca regarding the proposed internship policy. She will send a copy to everyone to review and make changes if necessary before our next meeting.
   c. CAP program – This is tabled until the next meeting, because Rebecca is handling this
   d. Flag Policy
      i. Chief LaMantia presented the flag application and flag program policy, as drafted by the village attorney

ii. Talin edited the flag application & submitted to HRC via email prior to meeting. Her amended copy was submitted by Chief LaMantia for approval.
iii. Chief LaMantia mentioned that in order to avoid further conflict, we need to make sure that it is mentioned that all current flags are grandfathered in. All members of the HRC agreed that grandfathering language needed to be included. The chief said that it will be amended to include this language.
iv. Further proposed amendments: Further proposed edits included use of one font, eliminating italics at top of application, add date to "approved" line on application
v. the policy and program were both approved as amended unanimously

e. Food pantry – Anjum, former HRC member, volunteered to organize the volunteers for the food pantry. All HRC members agreed that it is a good idea. Stacy said that she will follow up with Anjum.

VII. New Business

a. Application for HRC awards – tabled
b. Upcoming HRC events– tabled
c. Nomination for HRC award – Paul, Stacy and Mary will meet on this
    i. We still need a nomination for the award
d. Posting for next connection – Rebecca, who handles our submissions, is not here
    i. the next submission should include the nomination for the HRC award
e. Nomination committee for the board – mary rita and anna need to schedule a time to meet and will give us an update at our next meeting
f. Memorial Day Committee – we need someone to chair this
    i. Do we have anyone's contact info for the woman from the Memorial Day Parade? Mayor Turry mentioned that her name was Daisy.
        1. Mary will follow up with Daisy
g. Fourth of July Event –
    i. Paul will look for inventory from last year and will report back next month
h. Genocide Commemoration Event
    i. Talin moved to host event that will take place in Skokie public library. Anna seconded. Motion past unanimously. Talin will set a date for the event and report back to the commission.
i. Attendance Requirements

i. Chief said that attendance is required at these meetings. We are free to start at 7:30 if it's easier, but we all need to be here on time.
ii. There is no such thing as excused absences. It is general policy that more than three consecutive absences warrant dismissal from a commission. It is not suggested that we follow this to the letter, but it should be known.

VIII. Report from HRC Liaison, Lt. Larry Martin
a. Lt. Martin reported that the food collection boxes were delivered by Community Officer Weidner and that Su from the Lincolnwood library was excited to partner with the HRC

IX. Adjournment
a. Paul moved to adjourn the meeting and it was seconded by Anna. The meeting adjourned at 7:59pm.

Next meeting is April 13th, Monday

Return to COTW Memo

Draft 3/24/15

Human Relations Commission
Village of Lincolnwood
6900 N. Lincoln Avenue, Lincolnwood, IL 60712

Annual Diversity Month Flag Display Program Guidelines

The Human Relations Commission (HRC) manages the Village's Annual Diversity Month. Flags representative of the diverse populations either residing or operating a business in the Village of Lincolnwood are displayed along Lincoln Avenue during the month of August. The following criteria guide the HRC's review and approval of flags displayed.

1. Only a Lincolnwood resident or business owner may submit an application for a flag to the HRC for review and approval.

2. The proposed flag must either be the official flag of an entity that is recognized as a Member or Non-Member State of the United Nations, or must have been grandfathered into the flag display program as a result of having been flown as part of the Village's flag display during August 2014.

3. Applicants must complete and submit an application, along with the following:

   a. A copy of a government issued identification.

   b. A copy of your Village of Lincolnwood business license, if applicable.

   c. A check made payable to the Village of Lincolnwood in the amount of $50.00 to cover the cost of a new or replacement flag.

4. The HRC will verify, via the online website of the United Nations, to ensure that the flag represents a Member or Non-Member State of the United Nations.

5. If the application is approved, the HRC will check the box on the application form indicating acceptance and send a copy of the application back to the applicant.

6. If the application is not approved, the HRC will check the box on the application form indicating not approved, and send a copy of the application and the $50.00 check back to the applicant.

7. Denied applications may be appealed to the Village Board.

In approving or denying an application under these Guidelines, neither the HRC nor the Village of Lincolnwood makes any statement or expresses any opinion as to any policies, issues, or concerns relating to, or affecting, the United Nations Member or Non-Member State that is the subject of the application.

If you have any questions or need additional information, please contact Lieutenant Lawrence Martin at (847) 673-2167 or lmartin@lwd.org.

Human Relations Commission
Village of Lincolnwood
6900 N. Lincoln Avenue, Lincolnwood, IL 60712

Annual Diversity Month Flag Display Program Application

Each year, the Village Board designates August as Diversity Month. During this month, flags from many nations are displayed along Lincoln Avenue representing the cultural diversity of our fine Village. Please join us in this celebration by purchasing a flag representing your nation.

❑ Included, please find my check in the amount of $50.00 to purchase a new flag.

_____
(Name of Member or Non-Member of the United Nations that the flag represents)

❑ I would like to make a donation in the amount of $_____ to help cover the cost of replacing a worn flag.

Check # _____

Please complete the information below:

Date Submitted _____
Name _____
Business Name (if applicable) _____
Address _____
Phone Number _____

Remit form and payment to:

Lincolnwood Human Relations Commission
c/o Lieutenant Larry Martin
Lincolnwood Police Department
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

Please note that applicant must be a resident of or a business owner in Lincolnwood.
A copy of a government issued identification or business license must be attached to the application.

Additional information pertaining to the flag program can found on the HRC website at:
http://www.lincolnwoodil.org/government/boards-and-commissions/human-relations-commission/

Date _____ ❑ **Approved** _____ ❑ **Not Approved** _____

Return to COTW Memo

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
COMMITTEE OF THE WHOLE MEETING
VILLAGE HALL COUNCIL CHAMBERS
APRIL 7, 2015

Call to Order

President Turry called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6 PM, Tuesday, April 7, 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 Cope, Klatzco, Leftakes, Elster
ABSENT: Trustees Sprogis-Marohn, Patel

A quorum was present. Also present: Timothy Wiberg, Village Manager; Charles Meyer, Assistant to the Village Manager; Douglas Petroshius, Assistant Village Manager; Hart Passman, Village Attorney; Amanda Williams, Management Analyst; Ashley Engelmann, Public Works Director; Charles Greenstein, Village Treasurer; Police Chief Robert LaMantia; Timothy Clarke, Director of Community Development; Aaron Cook, Community Development Manager.

Approval of Minutes

Minutes of the March 17, 2015 Committee of the Whole meeting were distributed in advance of the meeting and were examined. Trustee Leftakes moved to approve the minutes as presented. Trustee Klatzco seconded the motion. Trustee Elster abstained. The motion passed with a Voice Vote

Regular Business

1. Discussion Concerning Commercial Vehicle Parking Regulations

This item was introduced by Chief LaMantia.

Recent History

*Challenges with Current Code
*Traffic Commission Recommendation
*CORB Recommendation
*Village Board Discussion
*Plan Commission Recommendation
*Collective Summary of Recommendations

Issues to be Considered

*Which of CORB's recommendations does the Village Board wish to apply to private residential driveways?
*Which of CORB's recommendations does the Village Board wish to apply to residential streets?

Photographs of possible prohibitions were exhibited.
Discussion ensued. Trustee Patel joined the conversation by phone.
Consideration of exempting taxis from regulations.

Return to COTW Memo

Commercial Vehicle Parking

*Issues to be clarified

- Which of CORB's recommendations should be applied to private driveways?
- Which of CORB's recommendations should be applied to residential streets?

This item will be continued to the second meeting in May, after the new Board is seated.

2. Discussion Concerning a Proposed Policy Governing the Diversity Flag Display

This item was introduced by Chief LaMantia.

Human Relations Commission Flag Program

*August 2005

Human Relations Commission (HRC) created the flag program to acknowledge and celebrate Lincolnwood's diversity.

It was intended to allow residents to feel more comfortable.

It was modeled after a program in Skokie.

*Fall 2014

Staff conducted a general periodic review of the program and after consult with the Village Attorney, felt it was time to update the policy

Staff reviewed and recommended updates to the HR flag policy. The updates are not about a particular entity or a particular flag; this is a generally-applicable policy.

Staff prepared the updated policy with that mindset, and the HRC reviewed the policy as well. Staff recommends that the Village Board take the same, general approach.

*January and March 2015

Human Relations Commission discussed and reviewed a revised flag policy.

The policy has been reviewed and approved by the Village Attorney.

*Proposed Policy Summary

The proposed flag must either be the official flag of an entity that is recognized as a Member or Non-Member State of the United Nations, or must have been grandfathered in as a result of being flown during the Village's flag display in August 2014.

IN approving or denying an application under these guidelines, neither the HRC nor the Village of Lincolnwood makes any statement or expresses any opinion as to any policies, issues or concerns relating to, or affecting the United Nations Member or Non-Member State that is the subject of the application.

*Board Options

- Approve the Policy as Recommended by the Human Relations Commission
- Amend the Policy
- Continue Without a Revised Policy
- Discontinue the Program

A list was exhibited with indication of flags not listed as part of the member states of the U. N.

*Non-member States are defined as having received a standing invitation to participate as observers in the sessions and work of the General Assembly and maintaining permanent observer missions at headquarters. Currently there are two non-member states in the United Nations:

- Holy See
- Palestine

Discussion and questions ensued with comments from residents and HRC members.

The item will be returned to the HRC for review and possible additional recommendations. The HRC will return to the Village Board with recommendations at a later meeting.

Adjournment

At 7:30 PM Trustee Leftakes moved to adjourn the Committee of the Whole, seconded by Trustee Cope. The motion passed with a Voice Vote.

Respectfully Submitted

Beryl Herman

Beryl Herman
Village Clerk

Return to COTW Memo

HUMAN RELATIONS COMMISSION, VILLAGE OF LINCOLNWOOD

6900 N. Lincoln Avenue, Lincolnwood, IL 60712

Monday, December 12, 2016
Village Hall Council Chambers
6900 N. Lincoln Avenue
Lincolnwood, IL 60712

I. Call to Order

Commissioner Kohn called the meeting to order at 7:09 PM.

II. Roll Call

Present: Rebecca Kohn, Myra Foutris, Paul Kramer, Mary Koleff-May, Karen Holmes, Mario Rizzotti, Carol Oraha, Trustee Craig Klatzco, Chief Robert LaMantia, and Lieutenant Lawrence Martin.

Approval of Minutes

Commissioner Koleff-May moved to approve the minutes of the November 14, 2016 Human Relations Commission meeting. Commissioner Kramer seconded. The motion was unanimously approved.

III. Old Business

a. Turkey Trot - November 20th

HRC sponsored a water table.

b. Fall/Winter Event

The Iron Chef competition is scheduled for January 21, 2017 at 6:00 PM. Commissioner Rizzotti and Chief LaMantia will coordinate the logistics for the event. Commissioners Foutris and Rizzotti will draft a letter to local restaurants seeking food donations. Commissioner Koleff-May will contact local reporter Natalie Hayes to advertise the event and request that the Parks and Recreation Department advertise on social media. The Commission will request approval for a temporary liquor license from the Village Board to serve alcohol.

c. Human Relations Commission Award

Information, including the application is available on the Village's website.

d. Flag Display 2017

The following individuals attended and presented their views of the program:

- Resident Dale Wickum presented a letter to the Commission and expressed his support for the continuation of the Flag Display program.
- Village Trustee Ronald Cope suggested that the HRC develop alternate programs to bring the community together in the spirit of friendship and peace. He urged the HRC to not continue the Flag Display program.
- Resident Nancy Wickum urged the HRC to continue the Flag Display program.
- Resident Tom Heidtke urged the HRC to continue the Flag Display program.

Commissioner Karen Holmes moved to recommend to the Village Board to continue with the Flag Display program. Commissioner Foutris seconded. On a roll call vote: Commissioners Koleff-May, Oraha, Holmes, Kramer, Foutris and Rizzotti voted in favor of the motion to continue the Flag Display program. Commissioner Kohn abstained. The motion was approved by a vote of 6-0-1.

IV. New Business

No report

V. Public Forum

None

VI. Good of the Order

No report

VII. Staff Report

No report

VIII. Adjournment

Commissioner Oraha moved to adjourn at 7:57 PM. Commissioner Rizzotti seconded. The motion passed unanimously.

Respectfully submitted,

Karen Holmes

Commissioner Karen Holmes

Return to COTW Memo

MEMORANDUM

TO: Timothy Wiberg, Village Manager

FROM: Charles Meyer, Assistant to the Village Manager

DATE: June 16, 2017

SUBJECT: Broadcasting Additional Public Meetings

Background
Trustee Patel recently requested that staff review the possibility of televising Traffic Commission Meetings. Currently, the Village broadcasts Village Board, Zoning Board of Appeals, and Plan Commission Meetings on local cable channels and online. On an average monthly basis, the Village will have 320 visitors watching broadcasts live online and 240 on-demand viewers. The purpose of this memorandum is to analyze the request for broadcasting Traffic Commission Meetings as well as additional public meetings and to provide guidance on how the Village can implement broadcasting services for additional meetings.

Discussion
This memorandum will discuss the considerations for broadcasting Traffic Commission Meetings and will also include the prospect of broadcasting all Board and Commission Meetings.

The Traffic Commission meets between 11 and 12 times annually on the fourth Thursday of the month. The Village's current infrastructure is sufficient to accommodate the additional load of those meetings, so no additional expenses would be needed in terms of equipment. The only additional expense for broadcasting the Traffic Commission will be $650 for staff time needed to record and rebroadcast the meetings. It is anticipated that the Traffic Commission could be broadcasted without the hiring of additional staff.

Comparable Communities
In reviewing comparable communities that broadcast public meetings and that have Traffic Commissions only Village of Hinsdale broadcasts their Traffic Commission Meetings, which convenes on an ad-hoc basis. The table on the next page provides information on comparable communities with a Traffic Commission in regards to broadcasting:

Communities*	Broadcast Traffic Commission Meetings
Bensenville	No
Deerfield	No
Evanston	No
Hinsdale	Yes
Libertyville	No
Morton Grove	No
Niles	No
Skokie	No
Wilmette	No

** Only includes communities that have a Traffic Commission or similar body*

If the request to allow for broadcasting of Traffic Commission Meetings is approved, it is anticipated that the Village could begin filming meetings as of July, 2017.

In reviewing comparable communities that broadcast public meetings, it was found that a majority of communities broadcast the Village Board meeting only with a smaller portion of the comparable communities broadcasting either the Zoning Board of Appeals and / or the Plan Commission. Please note that some communities do not have all of the same Boards and Commissions as the Village.

Communities	Village Board	ZBA	PC	Traffic	BFPC	EDC	HRC	Parks	Pension	Tele
Barrington	Yes									
Bensenville	Yes									
Deerfield	Yes									
Evanston	Yes	Yes	Yes				Yes			
Glencoe	Yes	Yes								
Hinsdale	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
Lake Forest	Yes		Yes							
Libertyville	Yes									
Lincolnshire	Yes	Yes								
Lincolnwood	**Yes**	**Yes**	**Yes**							
Morton Grove	Yes									
Niles	Yes									
Park Ridge	Yes		Yes							
Skokie	Yes	Yes	Yes							
Vernon Hills	Yes									
Wilmette	Yes	Yes	Yes							
Winnetka	Yes									

** A legend that explains the acronyms used in the chart above is available on the next page.*

Legend

Board / Commission	Acronym
Zoning Board of Appeals	ZBA
Plan Commission	PC
Traffic Commission	Traffic
Board of Fire and Police Commissioners	BFPC
Economic Development Commission	EDC
Human Relations Commission	HRC
Parks and Recreation	Parks
Police Pension Board	Pension
Telecommunications	Tele

Financial Impact

Staff also reviewed the cost and requirements to broadcast all public meetings. If the Village were to broadcast all Boards and Commissions, it is anticipated that it would be an additional annual expenditure of almost $4,000 related to personnel expenses and an additional 201 hours spent by the Video Operator annually. In FY 2017 / 18 the Village has budgeted $2,150 for personnel expenses, which includes 110 hours spent on broadcasting and uploading videos. If all Boards and Commissions were to be broadcast this would be an increase of approximately 82% over the current Budget. A table of the expenses related to this proposal is below:

Commission	Meetings Per Year	Hours Per Meeting*	Total Personnel Cost
Board of Fire and Police Commissioners	15	3	$887.75
Economic Development Commission	12	3	$710.20
Human Relations Commission	12	3	$710.20
Parks and Recreation	11	3	$651.02
Police Pension Board	4	3	$236.73
Telecommunications Advisory Board	2	3	$118.37
Traffic Commission	11	3	$651.02
Total			**$3,965.29**

** On average, meetings are anticipated to last two hours for the broadcast and one hour will be spent after each meeting to upload and prepare the videos for the Village's website.*

The incumbent Video Operator would likely be able to accommodate night meetings, but meetings that occur during the day such as the Economic Development Commission and Police Pension Board will require the hiring of new personnel. Additionally, groups that meet on an as-needed basis such as the may need additional staff to serve as a back-up to the current Video Operator. It is not anticipated that the Village will need to purchase additional equipment to accommodate the additional space needed electronically for the videos this year, but staff will need to evaluate storage needs in future years to ensure that sufficient space is available to accommodate all meetings. If the Village decides to broadcast all Boards and Commissions, it would likely take two months to fully implement the request for all meetings with that time being used to recruit sufficient staff.

Requested Action

Staff is seeking direction regarding the broadcasting of additional meetings.

Return to COTW Memo

LINCOLNWOOD POLICE DEPARTMENT

INTER-OFFICE MEMO

Robert LaMantia
Chief of Police

To: Timothy C. Wiberg, Village Manager

From: Robert LaMantia, Chief of Police

Date: June 20, 2017

Subject: Commercial and Recreational Vehicle Parking Regulations

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Background
Commercial and Recreational Vehicle Parking Regulations have been reviewed and discussed since 2013 by the Traffic Commission; Committee on Ordinances, Rules and Building (CORB); Village Board, and most recently, a workshop comprised of 10 residents representing a cross-section of the community.

On February 21, 2017, the Village Board directed staff to facilitate a workshop to review, discuss and provide input with regards to commercial and recreational vehicle parking regulations. More than 25 residents attending the February 21, 2017 Village Board Committee of the Whole meeting and 15 additional residents were invited to participate. A total of 10 residents agreed to review and discuss the proposed regulations in a workshop setting on March 22 and April 20, 2017. Four staff members assisted with the process.

Neighboring Community Parking Regulations
Staff provided the workshop information regarding the regulation of taxi cabs, commercial vehicles and recreational vehicles in four neighboring communities. Housing, driveways, roadways, and other factors are important considerations in determining regulations, and vary from community-to-community. All were factored in the workshop's recommendation.

<u>Taxi Cabs</u>
Taxi cabs are generally prohibited on residential driveways. However, parking regulations vary by ward in the City of Chicago.

<u>Commercial Vehicles</u>
Commercial vehicles are generally prohibited on residential roadways. However, the Village of Niles allows commercials to be parked in side or rear yards.

Recreational Vehicles

Recreational Vehicles are only allowed with conditions; i.e., boats may be allowed in the rear yard or during certain times of year.

The workshop's recommendations are within the norm of the neighboring communities.

The table below shows current regulations for each type of vehicle.

Municipality	Taxis	Commercial Vehicles	Recreational Vehicles
Skokie	Prohibited on residential streets and driveways	Prohibited on residential streets and driveways	Allowed with conditions
Evanston	Prohibited on residential streets and driveways	Prohibited in the front of the home. Not more than one in a rear yard. Prohibited on residential streets	Prohibited in the front of home. Not more than one in a rear yard. Prohibited on residential streets
Morton Grove	Prohibited on residential streets and driveways	Prohibited in the front of the home, unlimited within side and rear lots if less than eight feet high. Prohibited on residential streets	Prohibited in the front of the home, unlimited within side and rear lots, if less than eight feet high. Prohibited on residential streets
Niles	Falls under commercial vehicle definition	Allowed in the rear or interior side yard only, may be permitted in the front or corner side yard if the property is developed in a manner that would physically prohibit parking in the rear or interior side yard. If front or corner side yard storage is required, must be parked as near to the front of the garage and cannot extend beyond the front lot line	Boats permitted: (1) In the rear yard (2) Not less than three feet from any lot line (3) Not within any required front yard, front driveway or building setback line

Workshop Consensus

Workshop participants reviewed and discussed each previously proposed regulation and reached a consensus. Even though workshop participants had varied experiences and opinions, the group reached a consensus similar to previously proposed regulations. The workshop attempted to maintain the character of the community with responsible legislation.

The table on the following page summarizes the current Code, recommendations previously proposed by the Traffic Commission and/or CORB, and the consensus of the workshop.

Return to COTW Memo

Item	Current	Previously Proposed	Workshop Consensus
Advertising on Motor Vehicles	Unregulated	Limited to 10 Square Feet on Each Side; Wrapped Prohibited	Agreed
Commercial Vehicles	Limited by weight	One Permitted, B Plate Allowed, D Plate Prohibited (Unless Approved for Passenger Use)	Agreed
Construction Equipment (bobcats, etc.)	Limited by Weight	Prohibited, Except on Construction Sites	Agreed – Add that it Must Be Connected to an Open Building Permit
Covered Vehicles	Unregulated	One Permitted, with Fitted Cover	Agreed
D Plates	Unregulated	Prohibited Unless Approved by Police Chief	Agreed
Handicapped Vehicles	Unregulated	Specifically Exempted	Agreed
Non-permanent Equipment- i.e. Ladder Racks	Unregulated	Prohibited	Agreed
Panel Vans	Unregulated	No Proposal	Panel Vans Should be Defined as a Commercial Vehicle and be Limited to One
Recreational Vehicles (boats, snowmobiles, campers, wave runners, golf carts and mobile homes)	Prohibited, Boats Allowed in the Summer, Snowmobiles Allowed in the Winter	No Change, Move to Village Code	Agreed
Rooftop Advertising	Unregulated	Prohibited, Except Taxi Cabs with a Standard Sign	Agreed
Taxi Cabs with A-Frame Signs	One Permitted w/ Signage Unregulated	One Permitted, 3 Square Feet of Advertising on Each Side, One Roof Top A-Frame Sign	One Permitted, 10 Square Feet on Each Side with One Standard Taxi Roof Top A-Frame Sign
Temporary Storage Containers	Unregulated	Limited to 30 days in Any Calendar Year	Agreed - Add That it May Not be Stored on a Pervious Surface
Trailers Prohibited Unless for Permitted Construction	Unregulated	Prohibited Unless for Permitted Construction	Agreed
Vehicle Height	Unregulated	Limited Total Vehicle Height to Less than 8', 6"	Agreed
Vehicle Length	Unregulated	Limit to 20'	Limit to 21'
Vehicles Parked on Pervious Areas	Unregulated	Prohibit	Agreed
Vehicles with Snow Plows	Allowed November-March	No Change	Agreed

The Village Attorney drafted the proposed Ordinance following the recommendations made by the workshop. Staff is seeking direction.

Documents Attached

1. Proposed Ordinance
2. Village Board Meeting Minutes February 21, 2017
3. Commercial and Recreational Vehicle Workshop Notes March 22, 2017
4. Commercial and Recreational Vehicle Workshop Notes April 20, 2017
5. Committee of the Whole PowerPoint, June 20, 2017
6. Workshop Participants

Return to COTW Memo

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING SECTIONS 7-2-17, 7-2-18, AND 7-2-24 OF THE MUNICIPAL CODE OF LINCOLNWOOD REGARDING PARKING OF RECREATIONAL AND COMMERCIAL VEHICLES

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

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

Return to COTW Memo

ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING SECTIONS 7-2-17, 7-2-18, AND 7-2-24 OF THE MUNICIPAL CODE OF LINCOLNWOOD REGARDING PARKING OF RECREATIONAL AND COMMERCIAL VEHICLES

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, Sections 7-2-17 and 7-2-24 of the Municipal Code of Lincolnwood, as amended (***"Village Code"***), restrict the parking of recreational and commercial vehicles within the Village; and

WHEREAS, Section 7-2-18 of the Village Code regulates the parking of vehicles within the Village for the purpose of displaying them for sale; and

WHEREAS, the Village President and Board of Trustees desire to update and clarify the Village regulations governing recreational and commercial vehicle parking and other regulations regarding the parking of vehicles within the Village; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village and its residents to amend the Village Code in accordance with 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. RECREATIONAL VEHICLE PARKING. Section 7-2-17 of the Village Code is hereby re-titled and amended further to read as follows:

"**7-2-17 Recreational Vehicle Parking ~~of recreational vehicles, recreational vehicle trailers, and mobile homes prohibited~~.**

(A) Definitions. The following definitions shall apply in the interpretation and enforcement of this Section 7-2-17.

BOAT

Any device (including**, without limitation,** jet skis and personal watercraft devices) used or capable of being used for navigation on water.

BOAT TRAILER

~~Every~~ **Any** vehicle designed or utilized for the transportation of any boat, without motive power, designed for being drawn by another vehicle.

CONVERSION VAN

A stock model van with major customizing and which bears "RV" license plates.

MOBILE HOME

A vehicle or trailer designed and constructed for dwelling purposes.

RECREATIONAL VEHICLE

~~Either:~~

~~(1) Portable vehicular structures without a permanent foundation, which can be towed, hauled or driven and which are primarily designed as a temporary living accommodation for recreational, camping and travel use and which include, but are not limited to, trailers, campers, camping trailers, van campers, pickup coaches, camper box, and self-propelled motor homes; or~~

~~(2) Motorized or nonmotorized vehicles used primarily for recreational purposes, which include, but are not limited to: boats, watercraft, snowmobiles, ice sailing craft, aircraft, and vehicles with more than two wheels, such as dune buggies, three- and four-wheel off-road vehicles and other similar vehicles, and open or closed trailers, cases, or boxes used for transporting recreational vehicles, or used for transporting other motor vehicles, such as race cars, motorcycles, aircraft, or nonmotorized vehicles, such as bicycles, whether occupied by such vehicles or not, or for transporting livestock, whether occupied by or not.~~

~~(3) Conversion vans are not recreational vehicles for purposes of this Chapter 7.~~

A vehicle or boat originally designed for living quarters, recreation, or human habitation and not used as a commercial vehicle, including but not limited to, the following:

(1) BOAT.

(2) CAMPER TRAILER. A folding or collapsible vehicle without its own motive power, designed as temporary living quarters for travel, camping, recreation, or vacation use.

(3) MOBILE HOME.

(4) OFF-ROAD VEHICLE. A vehicle intended primarily for recreational use off roads on which state vehicle licenses are required, including dune buggies, go-carts, or snowmobiles.

(5) RACING CAR or CYCLE. A vehicle such as a race car, stock car, or racing cycle that is intended to be used in racing competition.

(6) TRAVEL TRAILER.

(7) VEHICLE TRAILER. A vehicle without its own motive power that is designed to transport another vehicle, such as a boat, motorcycle, or snowmobile for recreational or vacation use and that is eligible to be licensed or registered and insured for highway use. A vehicle trailer with another vehicle mounted on it shall be considered one vehicle.

Conversion vans are not recreational vehicles for the purposes of this Section 7-2-17.

RECREATIONAL VEHICLE TRAILER

Any "trailer" as defined herein and shall also include any vehicle on wheels, skids, rollers or blocks, either self-propelled or propelled by any other means, which is used or designed to be used primarily for residential, living, sleeping purposes or for the transportation of boats or any other recreational equipment, or for other similar purposes.

TRAILER

Any vehicle or portable structure constructed so as to permit occupancy thereof for lodging or dwelling purposes or for the use as an accessory building or structure in the conduct of a business, trade or occupation, and which may be used as a conveyance on streets and highways, by its own or other motive power; a portable structure supported by wheels, jacks, horses, skids or blocks without a permanent foundation which is towed or hauled by another vehicle and, whether occupied or not, used for temporary human occupancy, carrying materials, goods or objects, livestock, or use as a temporary office.

(B) Limitations on parking.

(1) Village rights-of-way and parking lots. No recreational vehicle, recreational vehicle trailer, or mobile home shall be parked on any street within the Village, or within any Village right-of-way or parking lot, except upon prior approval by the Chief of Police or his or her designee for a ~~grace~~ period not to exceed 24 consecutive hours. No person shall receive approval pursuant to this Section 7-2-17(B)**(1)** to park a recreational vehicle, recreational vehicle trailer or mobile home for: (i) ~~any twenty-four-hour period~~ more than four ~~times in a given~~ **24-hour periods during any** calendar year; or (ii) two or more consecutive ~~twenty-four-hour grace~~ **24-hour** periods.

(2) Parking areas and parking lots. Subject to the exceptions provided in Section 7-2-17(C) of this Code, recreational vehicles, recreational vehicle trailers, and mobile homes must be parked or stored in a fully-enclosed building or structure, and may not be parked or stored in unenclosed parking lots or parking areas.

(3) No snowmobile, boat, wave runner, golf cart, or other recreational vehicle may be parked or stored in a residential driveway at any time, except for expeditious loading and unloading.

(C) Exceptions to parking limitations.

(1) Recreational vehicles may be parked or stored in a private unenclosed parking lot or parking area for up to 48 hours.

(2) Boats and boat trailers may be parked in a private unenclosed parking area or parking lot commencing on April 2 and ending on October 30 of each calendar year.

(3) Recreational vehicles used to travel over ice and snow, including, without limitation, snowmobiles and ice sailing craft, and trailers used to transport such recreational vehicles, may be parked or stored in a private unenclosed parking area or parking lot commencing on November 31 and ending on March 31 of each calendar year.

(4) Empty trailers. The exceptions set forth in this Section 7-2-17(C) do not apply to empty or unused recreational vehicle trailers, which must always be parked or stored in a fully enclosed building or structure.

(C) Use of public utilities. It shall be unlawful for any recreational vehicle, recreational vehicle trailer or mobile home to be connected to any public utility except for required servicing.

(D) Lodging. No recreational vehicle, recreational vehicle trailer or mobile home shall be occupied for lodging or dwelling purposes in the Village.

(E) Unsafe conditions. It shall be unlawful to park or store a recreational vehicle, recreational vehicle trailer or mobile home in a manner which creates a dangerous or unsafe condition. A dangerous or unsafe condition shall include, but shall not be limited to, parking a recreational vehicle, recreational vehicle trailer or mobile home in an unlocked condition**,** ~~or~~ in a gear other than "park**,**" **with portable containers containing flammable liquids on board, and in such a manner that the recreational vehicle, recreational vehicle trailer, or mobile home may tip or roll**.

(F) Penalty. Any person who shall violate any of the provisions of this Section 7-2-17 shall be subject to a fine as set forth in Section 7-2-31 of this Code."

SECTION 3. ADDITIONAL PARKING REGULATIONS. Section 7-2-18 of the Village Code is hereby retitled and amended further to read as follows:'

"**7-2-18 ~~Parking of vehicles for sale~~ Additional Parking Regulations.**

(A) Parking of vehicles for sale. It shall be unlawful to park any motor vehicle, boat, trailer, or recreational vehicle upon any street, public right-of-way, or public property within the Village for the purpose of displaying it for sale.

(B) Impervious surface required. No person may park, and no owner or tenant of real property may allow any person to park on the owner or tenant's property, any vehicle on a surface other than an impervious surface permitted pursuant to the applicable provisions of this Code, including, without limitation, all-weather asphalt and concrete.

(C) Covered vehicles. Not more than one vehicle enclosed in a fitted covering may be parked or stored in a residential driveway. No weights or ties may be used in conjunction with any such covering. No vehicle parked or stored in a residential driveway, as that term is defined in Section 7-2-24(C) of this Code, may be covered or enclosed in any material, including, without limitation, a canvas or nylon tarpaulin, other than a fitted covering.

(D) **Temporary storage containers. Temporary storage containers may not be stored in a residential driveway except upon issuance of a permit therefor by the Village. No temporary storage container may be stored in a residential driveway: (1) for more than 30 days in any calendar year; or (2) on any pervious surface.**

(E) **Trailers. No trailer may be parked or stored in a residential driveway, except that one trailer that is used in connection with construction on the same lot, for which the Village has issued all necessary building permits, may be parked or stored in a residential driveway, if such trailer: (1) is not longer than 21 feet; and (2) does not display any advertising.**

(F) **Construction Equipment. No construction equipment may be stored in a residential driveway, except in connection with construction on the same lot, for which the Village has issued all necessary building permits.**

SECTION 4. COMMERCIAL VEHICLE PARKING. Section 7-2-24 of the Village Code is hereby re-titled and amended further to read as follows:

"**7-2-24** **Commercial Vehicle Parking ~~commercial vehicles on public streets~~.**

(A) Definitions. The following definitions shall apply in the interpretation and enforcement of this Section 7-2-24:

COMMERCIAL VEHICLE

~~For purposes of this Chapter 7, all commercial vehicles shall be classified as either Class 1 or Class 2 commercial vehicles. Any trailer including, but not limited to, tar hoppers, generators, cement mixers, or any portable construction or maintenance equipment that is not a recreational vehicle (as defined in Section 7-2-17 of this Code) camper trailer, a travel trailer, or a recreational vehicle trailer (as defined in Section 7-2-17 of this Code), shall be deemed a commercial vehicle. Unless otherwise provided, any reference in this Section 7-2-24 to commercial vehicles shall be deemed to be made to both Class 1 and Class 2 commercial vehicles. Class 2 vehicles used for snowplowing which have snowplow blades attached and which lack commercial markings or lettering indicating that the vehicle is used for commercial or industrial purposes are not commercial vehicles for purposes of this definition for the period commencing November 15 and ending April 15 each year.~~

~~(1) CLASS 1~~

~~Class 1 commercial vehicle shall mean any vehicle, other than a recreational vehicle, regardless of the use to which the vehicle is put or intended or designed to serve and regardless of any other classification system made applicable to vehicles by any other governmental body, that weighs in excess of 12,000 pounds in gross weight.~~

~~(2) CLASS 2~~

~~Class 2 commercial vehicle shall mean any vehicle that is not a recreational vehicle or a Class 1 commercial vehicle that is operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, for hire or not for hire, including, without limitation (unless otherwise specified), the following:~~

~~(a) Commercial markings: Any such vehicle bearing commercial markings or lettering indicating that the vehicle is used for commercial or industrial purposes.~~

~~(b) Removable equipment: Any such vehicle bearing removable equipment or merchandise, excluding trailer hitches, camper type tops (not higher than one foot above the high point of the truck cab roof) and truck bed storage boxes, stored on the exterior of the vehicle.~~

Any vehicle used, in whole or in part, for activities related to the conduct of a business. "Commercial vehicle" does not include passenger vehicles used for commuting between a driver's or a passenger's residence and place of employment if the passenger vehicles are not used for any other activity related to the conduct of a business. "Commercial vehicle" includes, without limitation: taxicabs and limousines (as those terms are defined in Section 9-1-2 of this Code); panel vans; trucks and other vehicles used in connection with construction, landscaping, and similar work; tow trucks; vehicles used to make deliveries; and vehicles used to advertise a business or product; and vehicles used for ride-sharing services.

RESIDENTIAL DRIVEWAY

Any unenclosed parking space or parking area located on any lot in the Village used for residential purposes.

TRAILER

Any vehicle or portable structure constructed so as to permit occupancy thereof for lodging or dwelling purposes or for the use as an accessory

building or structure in the conduct of a business, trade or occupation, and which may be used as a conveyance on streets and highways, by its own or other motive power; a portable structure supported by wheels, jacks, horses, skids or blocks without a permanent foundation which is towed or hauled by another vehicle and, whether occupied or not, used for temporary human occupancy, carrying materials, goods or objects, livestock, or use as a temporary office.

(B) Use of public streets. Commercial vehicles or trailers shall not be permitted to park on any public street, thoroughfare or alley within the Village between the hours of 7:00 p.m. and 7:00 a.m. on weekdays, nor between the hours of 7:00 p.m. on Saturday and 7:00 a.m. on Monday.

(C) Residential driveways. Notwithstanding any provision of this Code to the contrary, no commercial vehicle or trailer may be parked or stored in any residential driveway in violation of the following restrictions:

(1) General. Not more than one commercial vehicle that is either a panel van, or that exceeds 8,000 pounds in gross vehicle weight, may be parked or stored in any residential driveway.

(2) Prohibited vehicles. The following types of commercial vehicles and trailers may not be parked or stored in any residential driveway at any time:

(a) Commercial vehicles that exceed eight feet six inches in height;

(b) Commercial vehicles that exceed 21 feet in length;

(c) Commercial vehicles that exceed seven feet six inches in width;

(d) Commercial vehicles or trailers containing, equipped with, or towing any equipment, tools, materials, and supplies used in construction, landscaping, or similar work;

(e) Commercial vehicles to which any equipment rack, ladder rack, or similar item is attached;

(f) Commercial vehicles with Class D license plates, except upon the prior written approval by the Chief of Police, which approval may not be granted for any vehicle that: (i) is used for public or commercial purposes; or (ii) features any signage or advertising of any kind;

(g) **Commercial vehicles that display any advertising other than within a 10-square-foot area located on each of the sides, front, and back of the commercial vehicle. Specifically, and without limitation of the foregoing, commercial vehicles that display any rooftop advertising may not be parked or stored in any residential driveway at any time.**

(3) **Taxicabs and limousines. Not more than one taxicab or limousine may be parked or stored in any residential driveway. No taxicab or limousine parked or stored in a residential driveway may: (a) be equipped with an A-frame sign mounted on the roof, except as provided in this Section 7-2-24(C)(3); or (b) display any advertising except within a 10-square-foot area located on each of the sides, front, and back of the vehicle. A taxicab or limousine may be equipped with one roof-mounted sign that displays the word "taxi" and does not display any advertising.**

(4) **Vehicles equipped with snow plow. No commercial vehicle equipped with a snow plow or salt spreader may be parked or stored in a residential driveway, except before April 1 and after November 1 of each calendar year.**

(D) **Commercial vehicles providing service to a residence. The provisions of Section 7-2-24(C) of this Code do not apply to commercial vehicles parked in a residential driveway in connection with the performance of commercial services or work for the occupants of the residence served by the residential driveway.**

(E) **Vehicles for persons with disabilities. The provisions of Section 7-2-24(C) do not apply to vehicles bearing license plates for persons with disabilities.**

~~(C)~~**(F)** Penalty. Any person who shall violate any of the provisions of this Section 7-2-24 shall be subject to a fine as set forth in Section 7-2-31 of this Code."

SECTION 5. TWELVE-MONTH REVIEW. The President and Board of Trustees hereby direct the Village Manager, or his designee, to place the regulations amended pursuant to this Ordinance on the agenda of a meeting of the Committee of the Whole to be held no later than 12 months after the effective date of this Ordinance for the purpose of reviewing those regulations.

SECTION 6. 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 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 _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2017.

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

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

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

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Return to COTW Memo

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

Call to Order

President Turry called the regular meeting of the Lincolnwood Board of Trustees to order at 7: 30 PM, Tuesday, February 21, 2017, in the Council Chambers of the Municipal Complex at 6900 N. Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

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

Roll Call

On roll call by Village Clerk Beryl Herman the following were:
PRESENT: President Turry, Trustees Bass, Klatzco, Elster, Patel, Spino (by phone)
ABSENT: Trustee Cope

A quorum was present. Also present: Timothy Wiberg, Village Manager; Ashley Engelmann, Assistant Village Manager; Charles Greenstein, Village Treasurer; Heather McFarland, Management Analyst; Mark Burkland, Village Attorney; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Director of Community Development ; Robert LaMantia, Police Chief; Robert Merkel, Finance Director; Andrew Letson, Acting Public Works Director

Approval of Minutes

The minutes of the February 7, 2017 Village Board meeting were not available at this time. Two sets of minutes will be available for review at the next Village Board meeting.

Warrant Approval

Trustee Klatzco moved to approve warrants in the amount of $1,046,034.11. The motion was seconded by Trustee Elster.

Upon a Roll Call by the Village Clerk the results were:
AYES: Trustees Elster, Klatzco, Bass, Patel, Spino
NAYS: None The motion passed.

Village President's Report

1. Iron Chiefs – President Turry spoke regarding the success of this event, over 100 were in attendance and a donation of $3500 was made to the Niles Township Food Pantry.

2. A debate for those running for Village offices will be held on March 28 in Council Chambers and will be broadcast on Channel 6. This debate will be sponsored by the Lincolnwood Chamber of Commerce.

3. Lincolnwood Parks and Recreation Department received an Outstanding Program Award. Congratulations to Melissa Rimdzius, Laura McCarty and the rest of the staff.

4. President Turry spoke of criticism he has received for his leaving for vacation. He defended his position.

5. President Turry spoke of Earth Hour coming up in March and urged all residents to turn off their electricity using devices and lights.

6. Upcoming Meetings

President Turry announced upcoming meetings. These meeting dates may be found on the Village Website.

Consent Agenda

1. **Approval of a Request to Issue a Class S-E Liquor License to the Lincolnwood Public Library for a Grand Reopening Occurring March 2, 2017 from 5:00 P.M. to 7:00 P.M.**

2. **Approval of an Ordinance Waiving the Bid Process and Awarding a Proposal from Halogen Supply Company, Inc. for the Design and Purchase of Two Halo Gen.RTS Controllers for the Proesel Park Family Aquatic Center Pool**

3. **Approval of a Recommendation by the Parks and Recreation Board to Adopt an Ordinance, Waiving Section 6-3-2(B) Governing Park Hours, Section 9-1-3 Requiring the Issuance of Business Licenses and 6-3-9(I) Prohibiting Gambling, Allowing the Friends of the Community Center to Hold Lincolnwood Fest 2017 on July 20-23**

4. **Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance to Amend Chapter 7, Article 2, Section 15 of the Village Code Pertaining to Restricting Parking Between the Hours of 9:00 p.m. and 6:00 a.m. in the Designated Parkway Parking Area on the East Side of Kimball Avenue between Devon Avenue and the North Alley**

Trustee Elster moved to approve the Consent Agenda, as presented, seconded by Trustee Patel.

Upon Roll Call the Results were:
AYES: Trustees Patel, Elster, Bass, Klatzco
NAYS: None The motion passed

Regular Business

5. **Consideration of an Ordinance to Amend Chapter 7, Article 2, Section 17, 18 and 24 of the Village Code Regarding Parking of Recreational and Commercial Vehicles**

This item was presented by Chief LaMantia using PowerPoint.

Commercial Vehicles – Current and Proposed Regulations by Vehicle Type
Charts indicating types, regulations and proposed regulation were exhibited for thirteen types of vehicles.

Photographs were exhibited of various types of vehicles identified within the Village.

Trustee Bass questioned the square footage of signs.

Trustee Patel stated that this item has been in discussion for about five years. It came before the Traffic Commission in 2012. The question is how to regulate, not do we regulate.

Can the Board bifurcate and move forward with the identified six items.

Trustee Bass would like to Table this item, because people were not given enough notice.

Attorney Burkland stated that if consensus is to revise the Ordinance, the Board needs to direct the attorney to draft a new Ordinance.

Chief LaMantia stated that notifications have been made.

President Pro-Tem Elster recommended that the item be Tabled and brought to a meeting with the full Board in attendance.

Trustee Bass suggested that everyone would know what is going on if the Village checked names on vehicle stickers.

Trustee Patel stated that the problem is that not all vehicles are stickered in Lincolnwood.

President Pro-Tem Elster opined that either there should be a vote on all items or Table all.

The following residents addressed the Board:
Resident Peter Ranemann – We will keep coming back to meetings, some of the items are logical, some not.

Resident Steve Kadeem – We need at least a month's notice, where do we draw the line on which vehicles we may have.

Resident Virgil Tiran – We should not have to hire an attorney to see where we can park.

Trustee Patel stated that he had observed a very large truck on a driveway for one year – a process is needed.

Resident Lou Napravnik – Thanks for hearing us. We need to get the word out, there are no bad people here.

Resident Tiba – Vehicles on driveways for more than one or two days should not be allowed. Complaints should be checked.

Resident Stan Wilk – Recommends using robo-call to notify residents of meetings of interest.

Mr. Wiberg provided residents with Chief LaMantia's email.

A list of those in attendance was provided, with contact information.

Trustee Klatzco moved to Table the item to the Village Board meeting of June 20 (workshops to be held before the meeting), seconded by Trustee Bass Motion passed with a Voice Vote.

6. Consideration of an Ordinance Waiving Competitive Bidding and Authorizing an Agreement with Kane, McKenna and Associates, Inc. for Performance of an Eligibility Study for the Re-designation of the Lincoln-Touhy Redevelopment Project Area

This item was presented by Mr. McNellis using PowerPoint.

TIF Approval Process Timeline
Six Month Process

*TIF Consultant begins work on Eligibility Study (Day 1)
*TIF Consultant completes Eligibility Study and Village Board Resolution setting Date for Joint Review Board meeting (Day 60)
*Joint Review Board convenes (Day 90)
*Joint Review Board provides recommendation (within 30 days of meeting) (Day 120)
*Village Board sets date of Village Board Public Hearing (Day 160)
*Village Board adopts Ordinances approving Redevelopment Plan and TIF Designation (14-90 days after Public Hearing) (Day 174)

Proposed TIF Legislation

*House Bill (HB2964) introduced on February 9, 2017
*Proposed to amend the Tax Increment Allocation Redevelopment Act

*Provides that when a TIF District is terminated, property within that District may not become part of another TIF District for 15 years after the date of termination
*Bill was referred to the House Rules Committee on February 9, 2017
*If ultimately approved, this would preclude the Village from following through with Re-designating the Lincoln-Touhy TIF for 15 years.

President Turry indicated that in his opinion this legislation is likely to pass.

Trustee Patel read the following statement:

At the last Village Board meeting, several statements were made by Trustee Bass on this dais regarding the Touhy/Lincoln TIF and how it relates to development of the former Purple Hotel site. We were given information from our professional staff and counsel regarding the history of the existing TIF and its current status. We were also provided with several reasons that the action we were contemplating was the right direction for us to take. In particular, it was noted that the creation of the current TIF was instrumental in attracting a developer to purchase the property from an owner that was facing foreclosure. This is, through no fault of the Village or Village Board, the same situation we have now.

During our deliberation and after the vote, several statements were made by Trustee Bass about how developers select projects and how to attract them to the site. Claims of 'real developers' waiting in the wings and the ability to 'fast track' the TIF designation process were BASELESS. The Village Board has no way to control the actions of the Joint Review Board nor can any assurance be given that their support will remain. Additionally there is now proposed legislation in Springfield which could make the proposed re-designation IMPOSSIBLE in the future. Claims of measures not being taken by

the Village Board or Village Staff are EMPTY. Many measures are being taken by the Board and Staff to assist in development of the site as this Village Board, including Trustee Bass, knows very well.

As a member of ICSC and a real estate professional with nearly two decades of retail real estate experience in the Chicagoland market, I am the most experienced and knowledgeable person on this dais on this subject. I however, am not the developer that will develop this site. I will serve this Village as a Trustee and will work to the best of my abilities to advocate for a successful and desirable development. To that end, today, I reached out to some of the most well respected and knowledgeable people in the real estate development industry. I explained our intentions to re-designate the TIF and the circumstances which the site faces. With the limited time available to me today, I reached out to several people and all of them agreed, as I suspected, that the re-designation of the TIF was the proper action for the Village to take, if we are looking to attract developers. It was agreed that without that action, DEVELOPMENT WILL NOT OCCUR.

All of these people have given me permission to state their names and companies publicly in support of the re-designation in an effort to attract a developer. Some of the respondents even expressed that they will have interest in the site if the proposed measure is adopted. The names of those that agreed to be publicly known are: Liz Holland, CEO of Abbell Associates and Chairman of the International Council of Shopping Centers; Todd Berlinghoff, Partner of Hamilton Partners; James Matanky, President of Matanky Realty; Scott Gendell, President of Terraco; Terry McCollom, President of McCollom Realty; Donna Pugh, Partner at Foley and Lardner, a leading zoning attorney, representing major developers such as Westfield malls, owner of Westfield Old Orchard. There are several others that could not be reached today, but based on the affirmative response I received I would expect I would not find a major developer that would not agree on the course of action we are taking.

That being said I move to approve the ordinance as proposed, seconded by Trustee Klatzco.

Trustee Bass stated that he feels this is not a pressing issue. He stated that House Bill 2967 was just presented to the State Legislature and that he has talked to people interested in the site and none of the people stated that the TIF needed to be restarted. When there is a developer in works, there will then be a pressing situation. He stated that if a developer takes control of the site, he would then be in favor of taking the issue up again.

Trustee Patel stated that as an experienced real estate developer, he has spoken to many development leaders and they all agree that the TIF needs to be re-started if the Village wants to see development occur on the site.

President Turry stated that he believes that HB2967 will move forward quickly, and if it approved by the state, it will stop the re-designation process for 15 years. Therefore, he believes the need to move forward is now. He further stated that all expenses incurred with the process are eligible to be paid for by the TIF, so he feels that there is no financial risk to the Village.

Trustee Bass questioned attorney Burkland as to what he believes the timetable would be for the state to consider, and possibly approve the HB2967.

Attorney Burkland responded that this is unpredictable.

President Turry called for a vote on the motion.
Upon Roll Call the Results were:
AYES: Trustees Bass, Patel, Elster, Klatzco, Spino, President pro-tem Elster
NAYS: None The motion passed

EDC Chair Jim Persino addressed the Board. He stated that perhaps the sponsor of the bill would be willing to accept an amendment regarding those communities already in the process of opening a new TIF. This will be looked intogy

Resident Christina Duropoulos questioned when something will be done with this area. Mr. Wiberg, Trustee Patel, Trustee Klatzco and Trustee Bass responded.

7. Consideration of an Ordinance Amending Chapters 6, 12, and 15 of the Village Code Regarding the Village's Public Way and Water and Sewer Regulations

This item was presented by Mr. Letson using PowerPoint.

Background

The Village Engineer performed a review of the Code and proposed changes based on current engineering practices.

Previous Discussions

*June 21, 2016 – COTW
*August 31, 2016 – CORB
*September 20, 2016 – COTW
February 8, 2017 – Plan Commission

Proposed New Driveways and Driveway Approach Regulations

*New driveway approaches must be constructed a minimum distance from parkway trees
*One foot per diameter inch, up to 10 feet
- A driveway would need to be at least 5 feet from a 5 inch tree
- A driveway would need to be at least 10 feet from a 12 inch tree

*In cases where avoiding a tree is not possible, the resident may remove the parkway tree
- If there are no parkway trees within 25 feet of the subject tree, the resident would pay into a replacement fund at a rate of$150 per diameter inch

Proposed New Connection to Water Mains Regulations

*Connections to Village water mains must conform to standards set forth by the Director of Public Works
*Allows the Village Engineer to develop a standard detail for connections based on modern engineering practices

Proposed New Manner of Filling Trenches Regulations

*Updates backfiring requirements to note the use of stone as trench backfill under pavement
*Requires proper compaction of the stone
*Meets current IDOT standards and engineering practices

Proposed New Footing Drain and Downspout Requirements

*Requires new sump pumps and downspouts discharge to either the front or rear yard and not toward any adjacent properties.
*Discharge must be a minimum of 5 feet from the property line
*Allows existing conditions to remain, unless they are causing a nuisance

Proposed New Definitions in Chapter 12

*Creates a definition for "Combined Sewer"
*Amends definitions for 100-year and 2-year storm events

Proposed Amendment to Stormwater Detention Regulations

*Developments that disturb more than ½ acre are required to obtain a permit from MWRD
- •Permit regulates the amount of required detention and the rate of flow into the sewer system

*The Village has adopted stricter regulations to mitigate inundation of the combined sewer system
*The amendment removes the stricter requirements for properties that are tributary to a separated storm sewer
- •Primarily the NEID
- •These properties do not have an impact on the combined sewers
- •Reduces the overall development cost for projects in the affected area

Proposed Regulations Related to Method of Discharge, Excessive Release Rate Fee, Restrictor Size and Design

*Eliminates the 3 inch minimum restrictor size requirement and fee for an excessive release rate
*Smaller restrictors do not have clogging issues if designed properly and have devices to prevent clogging
*Amendment provides flexibility for development projects

Proposed Regulations Regarding Altering Drainage Patterns

*Requires a grading permit for a variety of activities
- •Construction of a new home or addition
- •Construction of an accessory structure
- •Installation of in-ground swimming pools
- •Landscaping changes that alter the flow of existing drainage
- •Land disturbing work in the floodplain
- •Land disturbing work affecting an area of one acre or more
- •Demolition of any building
- •Altering drainage patterns
- •Excavating or filling an area greater than 50 square feet

*The documentation required will be determined on a case by case basis, primarily based on the scope of the project

Proposed Change to Definition in the Zoning Code

*Creates a definition for the top of curb
- •Highest point of curb along the frontage of property

*Assists with measuring the allowable height of the finished first floor
*Codifies current practice

Recommendation

Move to approve an Ordinance amending Chapters 6, 12 and 15 of the Village's public way and water and sewer regulations.

Discussion ensued with clarification provided by Mr. Letson and Village Engineer Amelio.

Trustee Patel moved to approve the Ordinance as proposed, seconded by Trustee Klatzco.

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

Manager's Report

None

Board and Commissions Report

None

Village Clerk's Report

Absentee ballot request forms have been received by the Village. Anyone wishing to receive a form contact the Clerk's office and provide your name and address and you will receive the form.

Trustees Reports

None

Public Forum

Resident Jean Halevi spoke suggested that the Village plant milkweed along our new walking paths in order to attract Monarch butterflies which are endangered. She stated that this is not a costly project and would be helpful to the environment.

Adjournment To Closed Session

At 9:40 P.M. Trustee Elster moved to adjourn the Village Board meeting to Closed Session for the purpose of discussing probable or imminent litigation 2(c),(11) seconded by Trustee Bass.

Upon Roll Call the Results were
AYES: Trustees Klatzco, Elster, Patel, Bass, Cope
NAYS: None The motion passed

Reconvention

At 10:01 P.M. President Turry reconvened the Village Board meeting.

Return to COTW Memo

Adjournment

At 10:01P.M. Trustee Elster moved to adjourn the meeting, seconded by Trustee Klatzco. The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman

Beryl Herman
Village Clerk

Commercial Vehicle Regulations
Discussion Workshop

March 22, 2017

In attendance:

Tim Wiberg, Village Manager
Ashley Engelmann, Assistant Village Manager
Bob LaMantia, Police Chief
Jesal Patel, Village Trustee

Resident Attendee List Attached

Welcome and Purpose

Chief LaMantia welcomed the group and thanked them for volunteering to participate in the discussion regarding commercial vehicle regulations. The purpose of the meeting is to review the regulations that the Village Board will be considering and to provide feedback that will be incorporated into the recommendation.

Proposed Regulations

Chief LaMantia began the discussion by presenting the proposed regulations by category.

Taxi Cabs
Current Regulations- one allowed
Proposed- one allowed, limited to 3 square feet on each side and no rooftop A-frame signs

The group discussed what the standard is for advertising on taxis, approximately how many taxis we have in Lincolnwood and questioned how frequently complaints are received regarding taxis in the community.

The Chief estimates that the community has approximately 30 taxis and noted that all taxis would most likely be non-compliant based on the proposed language

and recommended that the group consider categorizing taxis as commercial vehicles. Ten square feet on each side is proposed for commercial vehicles.

Group Consensus: Categorize taxis as the same as other commercial vehicles.

The group questioned what defines a vehicle as commercial and how many a property owner can have.

The Chief noted that the Village Code currently allows for one commercial vehicle.

It was stated that visual advertising and size of the vehicle seems to be the main concern of most individuals.

The Chief continued the presentation of the proposed regulations by category.

Item	**Current**	**Proposed**
Advertising on Motor Vehicles	Unregulated	Limited to 10 Square Feet on Each Side; Wrapped Prohibited
Rooftop Advertising	Unregulated	Prohibited, Except Taxi Cabs with a Standard Sign
Vehicle Height	Unregulated	Limited Total Vehicle Height to Less than 8', 6"
Vehicle Length	Unregulated	Limited to 20'
Non-permanent Equipment	Unregulated	Prohibited-i.e. Ladder Racks
Commercial Vehicles	One Permitted	B Plate Allowed, D Plate Prohibited (Unless Approved for Passenger Use)
Vehicles with Snow Plows	Allowed November-March	No Change
Construction Equipment (Bobcats, etc.)	Limited by Weight	Prohibited, Except on Construction Sites
Trailers	One Permitted	Prohibited, Except on Construction Sites
Covered Vehicles	Unregulated	One Allowed, Fitted Cover Required
Recreational Vehicles (boats, snowmobiles, campers, wave runners, golf carts and mobile homes)	Prohibited, Boats Allowed in the Summer, Snowmobiles Allowed in the Winter	No Change, Move to Village Code
Temporary Storage Containers	Unregulated	Limited to 30 days in Any Calendar Year

Item	Current	Proposed
Impervious Service Required	Prohibited within the Zoning Code	Move to the Village Code
Handicapped Vehicles	Unregulated	Specifically Exempted

Trustee Patel explained that a B plate does not mean for business use. There is a weight range associated with it.

The group asked questions regarding scenarios with different license plate types as well as whether or not different types of vehicles would be allowed under the proposed regulations. There was general consensus that box trucks and semis should not be allowed.

Additional points/questions that were asked are as follows:

- There should be a focus on aesthetics within the community and that is why we have Ordinances to enforce those aesthetics
- Neighbors should have respect for one another when it comes to storing commercial equipment/vehicles
- Safety should be a priority and should be considered as part of the regulations
- Know who your neighbor is
- Neighboring communities are more restrictive than what is being proposed
- Is there consideration to eliminate allowing commercial vehicles in residential areas completely
- The commercial vehicles should be required to be registered to the address that they are being parked at
- Many people have vehicles that are business related only and are not for personal use as well, these vehicles should be stored in other locations
- It can be difficult to discern what is commercial and what is not
- Concerns about eliminating the ability for someone to park their business truck on their private property

- Want to ensure that if we impose restrictions that we can also enforce them
- Enjoy the diversity of residents in the community, concerned that if restrictions are too restrictive this will affect the character of the community
- Could taxi owners be required to store them in a garage if the property has a garage

Trustee Patel noted that regardless of changes that are made to the Village Code it is hard to stop everything. There are private property rights that need to be considered as part of this discussion. The Village Board does not want to prohibit commercial vehicles entirely and also does not want to prohibit vehicle markings completely.

Chief LaMantia clarified that currently no commercial vehicles can park on the street overnight.

Chief LaMantia also noted that enforcement of these issues is usually complaint based.

Mr. Wiberg asked what the top complaints are regarding commercial vehicles. Chief LaMantia responded that they include panel vans with racks and taxis.

Discussion occurred regarding allowing panel vans to have racks with ladders on them. The group noted that there are safety concerns with allowing ladders to be kept on racks. These can be used by criminals to enter someone's home.

Group Consensus: One panel van with an empty rack would be acceptable.

Trustee Patel asked if the group could review and provide a recommendation on the following items that were originally discussed by the board at the February 21, 2017 Board Meeting:

A-Frame Signs on Taxis
Group Consensus- Do not allow

D-Plate Not Permitted Unless with Exception Granted by the Police Chief
Group Consensus- Agree

Definition of Trucks and Vehicles as Proposed
Group Consensus- Agree

Trailers Prohibited Unless for Construction
Group Consensus- Agree

Vehicles Prohibited to Park on Impervious Areas
Group Consensus- Agree

Covered Vehicles- One Permitted, with Fitted Cover
Group Consensus - Agree

Chief LaMantia stated that he would provide the group with a copy of the notes, power point presentation and draft Ordinance as well as information regarding what other community's restrictions are. In addition, he encouraged the group to send him examples of violations they may see.

Next Meeting- April 20th at 3:30 p.m.

Return to COTW Memo

Recreational and Commercial Vehicle Workshop
Attendance List
March 22, 2017

Name	Phone Number	Email Address
Timothy C. Wiberg		
Ashley Engelmann		
Robert LaMantia		
Jesal Patel		
Antonio Costantino		
Louis Napravnik		
Steve Gergoulos		
Steven Hedeen		
Vic Stojanoff		
Ken Klint		
Angie Kotsinonos		
Terry Froman		
Marla Lampert		
Joel Perzov		
Marc Collins		

Commercial Vehicle Regulations
Discussion Workshop

April 20, 2017

In attendance:

Tim Wiberg, Village Manager
Ashley Engelmann, Assistant Village Manager
Bob LaMantia, Police Chief
Jesal Patel, Village Trustee

Resident Attendee List Attached

Welcome and Introduction

Chief LaMantia welcomed the group to the workshop and thanked them for their participation. He noted that a few members of the group had contacted him to inform him that they would not be in attendance for the workshop. He also noted that each group member had several handouts in front of them which included:

- An e-mail from group member Mark Collens expressing his opinions on the matter which he asked be shared with the group in his absence
- A copy of a commercial vehicle regulation brochure that was developed by the Village of Skokie for residents and visitors to the community
- A copy of the notes from the last meeting

Chief LaMantia reviewed the consensus items from the previous meeting with the group:

Item	**Group Consensus**
Prohibit A-Frame Signs on Taxis	Agree
D Plate Prohibited Unless Approved by Police Chief	Agree
Definition of Trucks and Vehicles as Proposed	Agree
Trailers Prohibited Unless for Permitted Construction	Agree

Vehicles Prohibited to Park on Impervious Areas	Agree
Covered Vehicles- One Permitted, with Fitted Cover	Agree

It was noted that item "vehicles prohibited to park on impervious areas" within the table should say "pervious".

Chief LaMantia listed the remaining items for discussion:

- Advertising on Motor Vehicles
- Rooftop Advertising
- Vehicle Height
- Vehicle Length
- Non-Permanent Equipment
- Commercial Vehicles
- Vehicles with Snow Plows
- Construction Equipment
- Recreational Vehicles
- Temporary Storage Containers
- Handicapped Vehicles

Chief LaMantia recommended that the group discuss the items with minimal changes first. Group Consensus may be found on the next page.

Item	Current	Proposed	Group Consensus
Vehicles with Snow Plows	Allowed November-March	**No Change**	**Agreed**
Construction Equipment (Bobcats, etc.)	Limited by Weight	**Prohibited, Except on Construction Sites**	**Agreed- permissible only when connected to an open building permit**
Recreational Vehicles (boats, snowmobiles, campers, wave runners, golf carts and mobile homes)	Prohibited, Boats Allowed in the Summer, Snowmobiles Allowed in the Winter	**No Change, Move to Village Code**	**Agreed**

Temporary Storage Containers	Unregulated	**Limited to 30 days in Any Calendar Year or with Open Building Permit**	**Agreed- it must be on an impervious surface and create a free permit to track usage**
Handicapped Vehicles	Unregulated	**Specifically Exempted**	**Agreed**

Discussion occurred regarding each of the items listed above. Questions/comments that were raised are as follows:

- Questions regarding how many boats are parked in the Village
    - The Chief noted approximately 20 based on his estimate
- If police see commercial vehicles, construction etc. they should be proactively enforcing and not just complaint based
    - The Chief noted that tickets are given if compliance cannot be gained

The Chief provided the group with the proposed definition for a commercial vehicle. Discussion ensued regarding the definition. Trustee Patel noted that we should examine whether or not we have to define what a commercial vehicle is but rather state "Vehicles that include the following items…" It was decided that this should be discussed with the Village Attorney.

Ms. Engelmann provided the group with information for neighboring community's ordinances. The community's included: Skokie, Evanston, Morton Grove, Niles and Chicago. In summary, the majority of the communities are more restrictive than what is being proposed by the Village of Lincolnwood.

Chief LaMantia moved on to the remaining items that were left for discussion.

Taxi Cabs
Proposed- One allowed, 3 sq. feet of advertising on each side, one roof top A-frame sign.
Group Consensus- One allowed 10 sq. feet of advertising on each side with one roof top A-frame sign.
Discussion- The group recommended 10 sq ft. on each side for consistency with commercial vehicles and also due to the fact that 3 sq. ft would most likely make all taxis non-compliant, there were two group members that were present that did not agree and felt that no advertising should be allowed and that 10 sq. ft is too large.

Advertising on Motor Vehicles
Proposed- Limited to 10 sq. ft on each side, wrapped vehicles prohibited.
Group Consensus- Agreed.

Discussion- The group did express concerns about the size being too large and also whether the front and back of vehicles should be allowed to display advertising within the size limits. The group agreed with the recommendation, however one group member who was present did not agree with allowing advertising on the vehicles at all.

Rooftop Advertising
Proposed-Prohibited except for taxis with a standard sign.
Group Consensus- Agreed.
Discussion- All members agreed with the recommendation.

Vehicle Height
Proposed- Limited Total Vehicle Height to Less Than 8' – 6".
Group Consensus- Agreed.
Discussion- All members agreed with the recommendation**,** there were members that expressed concerns regarding the various models of sprinter vans but it was determined that 8'-6" would be an acceptable maximum height.

Vehicle Length
Proposed- Limit to 20'.
Group Consensus- Agreed to 21'.
Discussion- Members agreed to 21' to allow for certain pick-up trucks that are used for personal use.

Non-Permanent Equipment (ladders, pipes, etc. on the roof)
Proposed- Prohibited.
Group Consensus- Agreed.
Discussion- The group discussed the possibility of allowing one item, consensus was not to allow any, however two group members felt one should be considered.

Commercial Vehicles- D & B Plates
Proposed- B plate allowed, D plate prohibited except when approved for passenger use.
Group Consensus- Agreed.
Discussion- All members agreed with the recommendation.
Panel Vans
Proposed- No proposal for consideration.
Group Consensus & Discussion- Agreed that panel vans should be defined, they should be considered a commercial vehicle (they currently are not) and they should be limited to one allowed.

Chief LaMantia reminded the group that their recommendations would be discussed at the June 20, 2017 Village Board's Committee of the Whole meeting at 6:30 p.m. in the Council Chambers. He encouraged all group members to be present at the meeting and noted that he would send out a reminder in advance of the meeting.

Return to COTW Memo

Commercial Vehicle Discussion

Committee of the Whole

June 20,2017

Return to COTW Memo

Background

- October 24, 2013- Traffic Commission recommendation to the Village Board to amend the Village Code regarding commercial vehicles

- 2013
  - 1- Traffic Commission Meeting
  - 1- Village Board Meeting

- 2014
  - 1- Traffic Commission Meeting
  - 3- Village Board Meetings
  - 2- Committee on Ordinances Rules and Building Meetings
  - 1- Committee of the Whole Discussion

- 2015
  - 4- Committee of the Whole Discussions
  - 1- Plan Commission Meeting

- 2016
  - 2- Committee of the Whole Discussions
  - 1- Committee on Ordinances Rules and Buildings

- **February 21, 2017- Village Board directed staff to hold a series of workshops with a group of the public who represent both sides of the issue**

Return to COTW Memo

Workshops

- Workshop Group
  - 10- Members of the Public
  - 1- Village Trustee
  - 3- Staff Members

- March 22, 2017- Overview of commercial vehicle regulations and reached consensus on six items for consideration

- April 3, 2017- Continued discussion and reached consensus on the remaining 10 items

Return to COTW Memo

Commercial Vehicle Definition

- Any vehicle used, in whole or in part, for activities related to the conduct of a business
- Does not include passenger vehicles used for commuting between a driver's or a passenger's residence and place of employment if the passenger vehicles are not used for any other activity related to the conduct of a business
- Includes, taxicabs and limousines; panel vans, trucks and other vehicles used in connection with construction, landscaping, and similar work; tow trucks; vehicles used to make deliveries; and vehicles used to advertise a business or product; and vehicles used for ride-sharing services

Workshop Consensus

Return to COTW Memo

Item	Current	Proposed	Workshop Consensus
Advertising on Motor Vehicles	Unregulated	Limited to 10 Square Feet on Each Side; Wrapped Prohibited	Agreed
Commercial Vehicles	Unregulated	One Permitted, B Plate Allowed, D Plate Prohibited (Unless Approved for Passenger Use)	Agreed
Construction Equipment (bobcats, etc.)	Limited by Weight	Prohibited, Except on Construction Sites	Agreed- Add That it Must Be Connected to an Open Building Permit
Covered Vehicles	Unregulated	One Permitted, with Fitted Cover	Agreed
D Plates	Unregulated	Prohibited Unless Approved by Police Chief	Agreed
Handicapped Vehicles	Unregulated	Specifically Exempted	Agreed
Non-permanent Equipment- i.e. Ladder Racks	Unregulated	Prohibited	Agreed
Panel Vans	Unregulated	No Proposal	Panel Vans Should be Considered a Commercial Vehicle and Should be Limited to One
Recreational Vehicles (boats, snowmobiles, campers, wave runners, golf carts and mobile homes)	Prohibited, Boats in the Summer, Snowmobiles in the Winter	No Change, Move to Village Code	Agreed
Rooftop Advertising	Unregulated	Prohibited, Except Taxi Cabs with a Standard Sign	Agreed
Taxi Cabs with A-Frame Signs	One Allowed	One Permitted, 3 Square Feet of Advertising on Each Side, One Roof Top A-Frame Sign	One Permitted, 10 Square Feet on Each Side with One Roof Top A-Frame Sign
Temporary Storage Containers	Unregulated	Limited to 30 days in Any Calendar Year	Agreed- Add That it May Not be Stored on a Pervious Surface
Trailers Prohibited Unless for Permitted Construction	Unregulated	Prohibited Unless for Permitted Construction	Agreed
Vehicle Height	Unregulated	Limited Total Vehicle Height to Less than 8', 6"	Agreed
Vehicle Length	Unregulated	Limited to 20'	Limited to 21'
Vehicles Parked on Pervious Areas	Unregulated	Prohibit	Agreed
Vehicles with Snow Plows	Allowed November-March	No Change	Agreed

Return to COTW Memo

Neighboring Communities

Municipality	Taxis	Commercial Vehicles	Recreational Vehicles
Skokie	Prohibited on residential streets and driveways	Prohibited on residential streets and driveways	Allowed with conditions
Evanston	Prohibited on residential streets and driveways	Prohibited in the front of the home. Not more than one in a rear yard. Prohibited on residential streets	Prohibited in the front of home. Not more than one in a rear yard. Prohibited on residential streets
Morton Grove	Prohibited on residential streets and driveways	Prohibited in the front of the home, unlimited within side and rear lots if less than eight feet high. Prohibited on residential streets	Prohibited in the front of the home, unlimited within side and rear lots, if less than eight feet high. Prohibited on residential streets
Niles	Falls under commercial vehicle definition	Allowed in the rear or interior side yard only, may be permitted in the front or corner side yard if the property is developed in a manner that would physically prohibit parking in the rear or interior side yard. If front or corner side yard storage is required, must be parked as near to the front of the garage and cannot extend beyond the front lot line	Boats permitted: (1) In the rear yard (2) Not less than three feet from any lot line (3) Not within any required front yard, front driveway or building setback line
Chicago	Parking regulations vary by ward	Off-street parking may not be used for long-term storage of commercial vehicles, boats, or recreational vehicles or building materials	Same as commercial vehicles

Return to COTW Memo

Advertising on Motor Vehicles

Current Regulations	Unregulated
Proposed	Limited to 10 Square Feet on Each Side; Wrapped Vehicles Prohibited
Workshop Consensus	Agreed

Return to COTW Memo



Return to COTW Memo

Commercial Vehicles

Current Regulations	One Permitted (Weight Restrictions)
Proposed	"B" Plate Allowed "D" Plate Prohibited (Except When Approved for Passenger Use)
Workshop Consensus	Agreed

Return to COTW Memo



Return to COTW Memo



Return to COTW Memo



Return to COTW Memo



Return to COTW Memo



Return to COTW Memo



Return to COTW Memo



Previously Parked on the 7100 Block of Kilbourn

Return to COTW Memo



Return to COTW Memo



Return to COTW Memo



Wrapped Vehicle

Return to COTW Memo

Construction Equipment (Bobcats, etc.)	
Current Regulations	Limited by Weight
Proposed	Prohibited, Except at a Permitted Construction Site
Workshop Comments	Agreed- Add That it Must Be Connected to an Open Building Permit

Return to COTW Memo



Return to COTW Memo

Covered Vehicles	
Current Regulations	Unregulated
Proposed	One Permitted, with fitted cover and nothing used to weigh it down
Workshop Consensus	Agreed

Return to COTW Memo



Return to COTW Memo

Handicapped Vehicles

Current Regulations	Unregulated
Under Consideration	Specifically Exempted
Workshop Comments	Agreed

Return to COTW Memo



Return to COTW Memo

Non-permanent Equipment	
Current Regulations	Unregulated
Proposed	Prohibited, i.e., Ladder Racks
Workshop Consensus	Agreed

Return to COTW Memo



Return to COTW Memo



Return to COTW Memo

Panel Vans

Current Regulations	Unregulated
Proposed	No Proposal
Workshop Consensus	Panel Vans Should be Considered a Commercial Vehicle and Should be Limited to One

Return to COTW Memo



Return to COTW Memo



Return to COTW Memo

Recreational Vehicles (Including: Boats, Snowmobiles, Campers, Wave Runners, Golf Carts and Mobile Homes)	
Current Regulations	Recreational Vehicles Prohibited- Boats Allowed in the Summer Snowmobiles Allowed in the Winter
Proposed	No Change- Regulations Moved from Zoning Code to Village Code
Workshop Comments	Agreed

Return to COTW Memo



Permitted April thru October

Return to COTW Memo



Prohibited Except for Cleaning and Maintenance

Return to COTW Memo

Rooftop Advertising	
Current Regulations	Unregulated
Proposed	Prohibited, Except for Taxi Cabs w/Standard Sign
Workshop Consensus	Agreed

Return to COTW Memo



Return to COTW Memo



Return to COTW Memo

Taxi Cabs

Current Regulations	One Allowed
Proposed	One Allowed, Advertising Limited to 3 Square Feet on Each Side and No Rooftop A-Frame Sign (Commercial Vehicles 10 Square Feet on Each Side)
Workshop Consensus	One Permitted, 10 Square Feet on Each Side with One Roof Top A-Frame Sign

Return to COTW Memo



Return to COTW Memo

Temporary Storage Containers

Current Regulations	Unregulated
Proposed	Limited to 30 Days in Any Calendar Year
Workshop Consensus	Agreed- Add That it May Not be Stored on a Pervious Surface

Return to COTW Memo



Return to COTW Memo

Trailers

Current Regulations	Unregulated
Proposed	Prohibited Unless for Permitted Construction
Workshop Consensus	Agreed

Return to COTW Memo



Return to COTW Memo

Vehicle Height	
Current Regulations	Unregulated
Proposed	Limited Total Vehicle Height to Less Than 8’ – 6” (Sprinter Van 9’ Max)
Workshop Consensus	Agreed

Return to COTW Memo



Return to COTW Memo



Return to COTW Memo

Vehicle Length	
Current Regulations	Unregulated
Proposed	Vehicles Limited to 20’ (2015 Silverado HD Double Cab 20’-9”)
Workshop Consensus	Limited to 21'

Return to COTW Memo



Return to COTW Memo

Vehicles Parked on Pervious Areas

Current Regulations	Unregulated
Proposed	Prohibit
Workshop Consensus	Agreed

Return to COTW Memo



Return to COTW Memo

Vehicles with Snow Plows

Current Regulations	Allowed November through March
Proposed	No Change
Workshop Consensus	Agreed

Return to COTW Memo



Return to COTW Memo

Village Board Direction Sought

- Staff is seeking direction the draft commercial vehicle regulations for consideration

Return to COTW Memo

Commercial and Recreational Vehicle Workshop
March 22, 2017
April 20, 2017

Participants
Mr. Louis Napravnik
Mr. Steve Gergoulos
Mr. Steven Hedeen
Mr. Vic Stojanoff
Mr. Ken Klint
Ms. Angie Kotsinonos
Ms. Teri Froman
Ms. Marla Lampert
Mr. Joel Perzov
Mr. Mark Collens

Staff
Mr. Timothy C. Wiberg, Village Manager
Ms. Ashley Engelmann, Assistant Village Manager
Mr. Robert LaMantia, Chief of Police

Elected Official
Mr. Jesal Patel, Village Trustee

Appointed Official
Mr. Antonio Costantino, Commissioner

Return to VB Agenda

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
7:30 P.M., JUNE 20, 2017

AGENDA

I. Call to Order

II. Pledge to the Flag

III. Roll Call

IV. Approval of Minutes

1. Village Board Minutes – June 6, 2017

V. Warrant Approval

VI. Village President's Report

1. Reappointments to Certain Boards and Commissions
2. Police Person of the Year Ray Williams

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

1. Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance to Amend Chapter 7, Article 2, Sections 12 and 15 of the Village Code Pertaining to Restricting Parking on the North Side of Devon Avenue between Christiana Avenue and St. Louis Avenue (Appears on Consent Agenda Because it was Approved Unanimously by a Recommending Body)

2. Approval of a Resolution to Purchase Two 2017 Ford F-250 XL and One Ford F-350 XL Pick-up Trucks through the Northwest Municipal Conference Suburban Purchasing Cooperative Program, Contracts #142 and #143 from Currie Motors of Frankfort, Illinois in the Amount of $102,206 (Appears on Consent Agenda Because it is a Routine Function of Government)

3. Approval of an Ordinance Waiving Competitive Bidding and Accepting a Proposal from Gewalt Hamilton Associates, Inc., of Vernon Hills, Illinois, for the Provision of Design and Construction Engineering Services for Street Light Improvements on Devon Avenue, McCormick Boulevard, Cicero Avenue, and Pratt Avenue in a Total Amount Not to Exceed $90,000 (Appears on Consent Agenda Because it is a Routine Function of Government)

4. Approval of an Ordinance in Case #ZB-04-17 Approving a Fence Variation from the Zoning Code to Permit a Solid Fence Along the Rear Lot Line at 7020 North Keystone Avenue (Appears on Consent Agenda Because it was Approved Unanimously by a Recommending Body)

5. Approval of an Ordinance Authorizing the Execution of an Amendment to an Existing Recreational Lease between the Village and Commonwealth Edison Company to Construct a Bike/Pedestrian Overpass (Appears on Consent Agenda Because it is a Routine Function of Government)

VIII. Regular Business

6. Consideration of a Resolution Approving the Lincolnwood Chamber of Commerce Street Light Banner Program on Pratt Avenue between McCormick Boulevard and Hamlin Avenue and in the Northeast Industrial District on Northeast Parkway, Hamlin Avenue, and Morse Avenue

7. Consideration of a Resolution Approving a Pre-Demolition Hold Harmless Agreement between the Village and Phil Stefani, and Waiver of Code Requirements Regarding Demolition Restoration

IX. Manager's Report

X. Board, Commission, and Committee Reports

XI. Village Clerk's Report

XII. Trustee Report

XIII. Public Forum

XIV. Closed Session

A Closed Session is Requested to Discuss Closed Session Minutes Per Section 2(c)(21) and Purchase or Lease of Property Per Section 2(c)(5)

XV. Adjournment

DATE POSTED: June 16, 2017

All Village Board meetings are broadcast live to residents on Comcast Cable Channel 6, AT&T U-VERSE Channel 99, RCN Channel 49, and online at Lincolnwood.tv at 7:30 p.m. Rebroadcasts of Village Board meetings can be viewed one week following the live broadcast at 1:00 p.m. and 7:30 p.m. on cable television or online at lwdtv.org or on the Lincolnwood Mobile App.

Return to VB Agenda

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
JUNE 6, 2017

DRAFT

Call to Order

President Bass called the regular meeting of the Lincolnwood Board of Trustees to order at 7:40 PM, Tuesday, June 6, 2017, in the Council Chambers of the Municipal Complex at 6900 N. Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

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

Roll Call

On roll call by Village Clerk Beryl Herman the following were:
PRESENT: President Bass, Trustees Patel, Cope, Hlepas Nickell, Sugarman
ABSENT: Trustee Ikezoe-Halevi, Spino

A quorum was present. Also present: Timothy Wiberg, Village Manager; Ashley Engelmann, Assistant Village Manager; Charles Greenstein, Village Treasurer; Heather McFarland, Management Analyst; Steven Elrod, Village Attorney; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Director of Community Development; Andrew Letson, Public Works Director, Robert LaMantia, Police Chief; Doug Hammel, Community Development Manager.

Approval of Minutes

The minutes from the May 16, 2017 Village Board meeting and the May 23, 2017 Village Board Special meeting were distributed and examined in advance.

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

The minutes were approved by Voice Vote. Trustee Patel abstained.

Warrant Approval

President Bass presented the warrants for approval in the amount of $919,447.70. Trustee Hlepas Nickell moved to approve, seconded by Trustee Sugarman.

Upon a Roll Call by the Village Clerk the results were:
AYES: Trustees Hlepas Nickell, Sugarman, Cope, Patel
NAYS: None The motion passed.

Village President's Report

1. Photo Contest
President Bass announced a Community Photo Contest. Photographs showing the history of Lincolnwood as well as portraits of residents will be welcome. In July a panel from the Chamber of Commerce will judge the photos and prizes will be awarded. Photos must be submitted by July

2. **Discussion Regarding the Formation of Advisory Groups:**
Public Safety and Health
Communications
President Bass would like to form new advisory committees.

Trustee Hlepas Nickell would approve of these, perhaps in conjunction with schools and library.

President Bass stated that the schools are interested in working together.

3. **Appointment of Amina Elmahdy to the Park and Recreation Board**
President Bass recommended this appointment and read resume listing qualifications.

Trustee Cope moved to approve the appointment, seconded by Trustee Hlepas Nickell.

The motion passed with a Voice Vote

4. Swearing in of Police Sergeant Justin Lauria
Chief LaMantia spoke of Justin's qualifications and background. He introduced the family. Sergeant Lauria spoke briefly.

5. Madeleine Grant Volunteer of the Year Recognition
President Bass introduced Paul, Maura and Elizabeth Grant. Mr. Grant spoke briefly about volunteerism and the importance of it in our community and of the many opportunities which Mrs. Pabst took to volunteer in our Village and with schools and church. He also spoke of the late Mayor Grant and her commitment to volunteers.

Barbara Atsaves Pabst was the recipient of the 2017 award.

Mrs. Pabst spoke briefly.

6. Proclamation Regarding Student Achievers
President Bass read the Proclamation.

7. Student Achievers Awards
The awards were presented by Trustee Cope, President Bass and Marijana Herljevic from Republic Bank.

Eugene Chung	Hana Comor	Olivia Dang
Jessica Gassel	Konstantine Hatzopoulos	Anna Heins
David Hochberg	Steven Hristov	Nicholas Ieremciue

Weronica Jozwiak	Sven Karaman	Suleiman Kazi
Isabell Lazar	Quynh-Mai Le	Carolyn Lomahan
Jason Morgan	Shameer Riaz	Alexa Robertson
Emily Silber	Andrew Simovic	Claire Stepan
Domingo Such	Bianca Tomuta	Chaitanya Vakil

7. Top Male and Female student Achievers

President Bass read letters from school counselors regarding the achievements of the two.

President Bass and Erum Ahmed of Liberty Bank presented the awards. Mayor Bass presented a check from Olympia Group, LLC to the students as well.

The Recipients were Emily Silber and Nicholas Ieremciuc.

The meeting went into a short recess for a reception honoring the Student Achievers.

The meeting resumed.

Consent Agenda

1. **Approval of a Resolution Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund**

2. **Approval of an Ordinance Waiving Enforcement of Section 14-14-10 of the Municipal Code of Lincolnwood for Installation of a Netting System at 6600 North Crawford Avenue**

3. **Approval of an Ordinance in Case #ZB-05-17 to Approve a Variation from the Zoning Code to Allow Construction of a New Accessory Structure Less than 15 Feet From the Nearest Wall of the Principal Building at 4308 West Pratt Avenue**

4. **Approval of an Ordinance Waiving Enforcement of Section 14-14-10 of the Municipal Code to Allow the Village's Contractor Nettle Creek Nursery Performing the Lincoln Avenue Medians Project on Lincoln Avenue to Work between 12:00 P.M. and 3:00 P.M. on Saturdays from June 10, 2017 through September 30, 2017 Fund**

5. **Approval of two resolutions Requesting Motor Fuel Tax Funds from the State of Illinois Pertaining to General Maintenance and Infrastructure Improvements**

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

Upon a Roll Call by the Village Clerk the results were:
AYES: Trustees Patel, Cope, Hlepas Nickell, Sugarman
NAYS: None The motion passed.

Regular Business

6. Consideration of a Recommendation by the Zoning Board of Appeals in Case #ZB-04-17 to Approve a Fence Variation from the Zoning Code to Permit a Solid Fence along the Rear Lot Line at 7020 North Keystone Avenue

This item was presented by Mr. Hammel using PowerPoint.

This request comes from petitioners who have an issue with dogs in the yard behind theirs. These dogs live outdoors and bark and get out of the yard.

An aerial view of the properties was exhibited as were renderings and background photos.

Requests and considerations were presented.

ZBA Deliberations

ZBA held a Public Hearing on May 17, 2017

*Impetus for the request is noise and disruption created by neighboring dogs

*Installation of temporary boards along the bottom of the existing fence has not helped

*ZBA had questions about the effectiveness of the requested fence and approve fence at the4 neighboring property

*ZBA expressed concerns regarding permanent variation to a temporary problem

*Neighbor objected to solid fence on south property line

A modified request was presented.

ZBA Recommendation

By a 4 – 2 Vote Recommends Approval of a solid fence on rear property line

Requested Action

Board Consideration of:

Approval of a Variation to allow for the installation Solid Fence along the Read Lot Line at 7020 North Keystone Ave

Village Attorney to Draft a Related Ordinance

Some discussion ensued.

Trustee Hlepas Nickell questioned if we need an Ordinance regarding the outdoor storage of animals

Petitioner Barry Katz was in attendance.

Trustee Hlepas Nickell moved to direct the Village Attorney to draft an Ordinance, seconded by Trustee Cope.

The motion passed with a Voice Vote.

7. **Consideration of an Ordinance in Case #PC-05-17 Approving a Reasonable Accommodation to Allow for a Community Residence Use in a Residential District at 6435 North Christiana Avenue**

This item was presented by Mr. Hammel

At the previous Village Board meeting petitions were received from residents who were against this item. The petitions and other information are on file.

The petitioner is aware of changes requested by the Village.

Attorney Elrod reminded the Board that US FHA Act does not allow local governments to discriminate against persons with disabilities.

Some discussion ensued.

Attorney Elrod spoke regarding the amendments:
*No more than two occupants
*No medical treatment provided on site.
*Structure cannot be enlarged.
*The Village must be reimbursed for all expenses incurred, including legal fees.
*Must meet Village maintenance requirements.
*Inspections will take place.

Trustee Patel moved to approve an Ordinance as amended, seconded by Trustee Sugarman.

Upon Roll Call the Results were:
AYES: Trustees Patel, Sugarman, Hlepas Nickell, Cope
NAYS: None The motion passed.

8. Consideration of the following: (A) An Ordinance Amending Chapter 9 of the Village Code Regarding Minimum Hourly Wages for Persons Employed within the Village of Lincolnwood as it Pertains to the Cook County Minimum Wage Ordinance and (B) An Ordinance Amending Chapter 9 of the Village Code Regarding Paid Sick Leave for Persons Employed within the Village of Lincolnwood as it Pertains to the Cook County Paid Sick Leave Ordinance

This item was presented by Mr. Wiberg using PowerPoint.

Background

*October 2016, Cook County Board approved two Ordinances regarding pay and benefits for employees who work within Cook County.
- Minimum Hourly Wage
- Paid Sick Leave

*Effective July 1, 2017
*All Cook County municipalities are subject to the Ordinances
- Municipalities may opt out of the Ordinances

A summary of Ordinances was exhibited.

Current State and Federal Law

*Minimum Wage
- State- $8.25/hour
- Federal-$7.25/hour

*Sick Leave

- Illinois does not require employers to provide employees with sick leave benefits, either paid or unpaid

The Cook County Municipalities who have opted out to date:

Arlington Heights	Barrington	Bartlett
Bedford Park	Buffalo Grove	Elgin
Elk Grove Village	Elmwood Park	Glenview
Hanover Park	Hoffman Estates	Morton Grove
Mount Prospect	Niles	Northbrook
Oak Forest	Oak Lawn	Palatine
Palos Park	River Forest	Rosemont
Rolling Meadows	Schaumburg	Summit
Streamwood	Tinley Park	Wheeling

Reasons for Opting Out

*Businesses could decide to relocate to a community outside of Cook County or one that has chosen to opt-out of the Ordinances

*Potential effects on job growth

*Local business support for opting out:

- Substantial financial hardship
- Would necessitate the review of wages for positions beyond entry level in order to maintain a wage structure among positions
- Sick leave requirement would be administratively challenging
- The hospitality industry, retailers and restaurants will be impacted more significantly by the minimum wage increase – traditionally they have many positions that are paid at minimum wage

The Importance of Maintaining a Vibrant Business Community

*The Village receives 24% of its total revenues through sales tax or approximately $7 million annually

- Reduction in sales tax revenues received would have a significant impact on the Village's operations

Recommended Motion

*Move to approve the following:

(A) An Ordinance amending Chapter 9 (Business Licenses and Commercial Regulations) of the Municipal Code of Lincolnwood regarding minimum hourly wages

(B) An Ordinance amending Chapter 9 (Business Licenses and Commercial Regulations) of the Municipal Code of Lincolnwood regarding paid sick leave.

Attorney Elrod stated that because of Home Rule, the Village can opt out, Village Ordinances can prevail.

The following spoke regarding this issue.

For Opting Out – Brian Adams, Tony Gemignam

For Remaining in: - Caren Ex, Leah Brenan, Ted Smuckler (who read a letter from Jan Shakowsky)

Comments from Trustees Cope and Hlepas Nickell. Trustee Cope moved to approve the Ordinance, seconded by Trustee Patel.

Upon Roll Call the Results were:
AYES: Trustees Patel, Cope, Hlepas Nickell, Sugarman
NAYS: None

The motion passed.

Manager's Report

Mr. Wiberg stated that it has been the practice of the Village Board to have a Trustee approve warrants.

We are looking for one or two Trustees to do this. If you are interested in this, contact Mr. Wiberg.

Board and Commissions Report

None

Village Clerk's Report

None

Trustees Reports

None

Public Forum

The following persons spoke regarding Item #8. They said that they would have wished to speak before the vote on that item:

All were against approval of the residence on Christiana: Florence Yun, Nick Hatzopoulos, Lisa Simone.

Adjournment To Closed Session

At 9:35 P.M. Mayor Bass moved to adjourn the Village Board meeting to Closed Session for the purpose of discussing pending litigation per Section 2(c)(11) .

Motion to adjourn by Trustee Hlepas Nickell, seconded by Trustee Sugarman.

Upon Roll Call the Results were:
AYES: Trustees Patel, Cope, Sugarman, Hlepas Nickell
NAYS: None

The motion passed.

Reconvention

At 10:31 P.M. President Bass reconvened the Village Board meeting.

Adjournment

At 10:32 P.M. Trustee Sugarman moved to adjourn the meeting, seconded by Trustee Hlepas Nickell.

The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman
Village Clerk

Return to VB Agenda

TO: President and the Board of Trustees

FROM: Timothy C. Wiberg, Village Manager

SUBJECT: Warrant Approval

DATE: June 16, 2017

The following are the totals for the List of Bills being presented at the June 20th Village Board meeting.

6/20/2017	279,572.54
6/20/2017	342,259.00
6/20/2017	114,500.14
6/20/2017	35,212.23
6/20/2017	152,660.99
Total	$ 924,204.90

Return to VB Agenda

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 06/12/2017 - 2:49PM
Batch: 00200.06.2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Amazon				
AMAZON				
125900630817	3/31/2017	-37.95	0.00	06/20/2017
101-250-511-5340 Maintenance Agreement Expen				Dispatch transition
125900630817 Total:		-37.95		
135635628005	4/21/2017	113.22	0.00	06/20/2017
101-350-512-5799 Other materials & supplies				Training books
135635628005 Total:		113.22		
176743712957	4/21/2017	165.84	0.00	06/20/2017
101-350-512-5799 Other materials & supplies				Training books
176743712957 Total:		165.84		
180269330778	3/23/2017	-3.91	0.00	06/20/2017
101-250-511-5340 Maintenance Agreement Expen				Dispatch transition
180269330778 Total:		-3.91		
195333318949	4/18/2017	184.05	0.00	06/20/2017
101-250-511-6530 Equipment - data processing				Keyboards for Trustees
195333318949 Total:		184.05		
195335706180	4/26/2017	-184.05	0.00	06/20/2017
101-250-511-5340 Maintenance Agreement Expen				Dispatch transition
195335706180 Total:		-184.05		
198901427683	4/27/2017	14.27	0.00	06/20/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
101-300-512-5730 Program supplies				Program supplies
198901427683 Total:		14.27		
198906884267	4/27/2017	94.99	0.00	06/20/2017
101-300-512-5730 Program supplies				Program supplies
198906884267 Total:		94.99		
236339404184	4/3/2017	71.00	0.00	06/20/2017
660-620-519-5730 Program supplies				Signs
236339404184 Total:		71.00		
242970561942	4/26/2017	77.94	0.00	06/20/2017
101-250-511-6530 Equipment - data processing				Ipad supplies
242970561942 Total:		77.94		
244080418757	5/9/2017	59.99	0.00	06/20/2017
101-200-511-5799 Other materials & supplies				Router
244080418757 Total:		59.99		
244088042894	5/11/2017	-52.62	0.00	06/20/2017
101-250-511-5340 Maintenance Agreement Expen				Dispatch transition
244088042894 Total:		-52.62		
247487118941	5/1/2017	39.61	0.00	06/20/2017
101-400-511-5730 Program supplies				Stapler
247487118941 Total:		39.61		
254618671629	1/25/2017	1.25	0.00	06/20/2017
101-300-512-5730 Program supplies				Phone rest
254618671629 Total:		1.25		
257934490649	4/29/2017	1,109.82	0.00	06/20/2017
101-250-511-5340 Maintenance Agreement Expen				Dispatch transition

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
257934490649 Total:		1,109.82		
257937509549	4/12/2017	1,894.99	0.00	06/20/2017
101-250-511-5340 Maintenance Agreement Expen				Diskless storage
257937509549	4/16/2017	767.76	0.00	06/20/2017
101-250-511-5340 Maintenance Agreement Expen				Diskless storage
257937509549 Total:		2,662.75		
28464128891	4/12/2017	27.73	0.00	06/20/2017
101-250-511-6530 Equipment - data processing				Battery for Pool
28464128891 Total:		27.73		
393297144	5/1/2017	209.88	0.00	06/20/2017
101-400-511-5730 Program supplies				Shredder
393297144 Total:		209.88		
39456390227	5/3/2017	74.00	0.00	06/20/2017
205-430-515-5480 R&M - vehicles				Fuel pump
39456390227 Total:		74.00		
47304667914	4/26/2017	356.13	0.00	06/20/2017
101-100-511-5799 Other materials & supplies				Chairs for outgoing elected officials
47304667914 Total:		356.13		
59820727577	4/29/2017	9.99	0.00	06/20/2017
101-200-511-5700 Office supplies				Mouse
59820727577 Total:		9.99		
61324249488	4/21/2017	87.00	0.00	06/20/2017
101-350-512-5799 Other materials & supplies				Training books
61324249488 Total:		87.00		
63739225283	5/9/2017	40.03	0.00	06/20/2017
101-400-511-5730 Program supplies				Pen lights

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
63739225283 Total:		40.03		
91054532028	4/19/2017	106.79	0.00	06/20/2017
101-350-512-5799 Other materials & supplies				Chargers
91054532028 Total:		106.79		
91056658974	4/21/2017	-28.83	0.00	06/20/2017
101-250-511-5340 Maintenance Agreement Expen				Dispatch transition
91056658974 Total:		-28.83		
92061856986	4/25/2017	68.04	0.00	06/20/2017
101-100-511-5799 Other materials & supplies				Supplies for Swearing in ceremony
92061856986 Total:		68.04		
92068570359	4/25/2017	8.16	0.00	06/20/2017
101-100-511-5799 Other materials & supplies				Supplies for Swearing in ceremony
92068570359 Total:		8.16		
93090678737	4/21/2017	142.92	0.00	06/20/2017
101-350-512-5799 Other materials & supplies				Training books
93090678737 Total:		142.92		
Amazon Total:		5,418.04		
Christopher Burke Engineering				
CHRISTB				
136426	6/1/2017	4,500.00	0.00	06/20/2017
660-620-519-5399 Other professional services				General engineering services
136426	6/1/2017	4,500.00	0.00	06/20/2017
101-290-511-5920 Administration Engineer Costs				General engineering services
136426 Total:		9,000.00		
136427	6/1/2017	7,281.76	0.00	06/20/2017
660-620-519-5320 Consulting				Review of water rate analysis

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
136427 Total:		7,281.76		
136428	6/1/2017	3,062.15	0.00	06/20/2017
465-000-561-5340 Engineering				Lincoln Avenue Median landscaping
136428 Total:		3,062.15		
136429	6/1/2017	8,725.64	0.00	06/20/2017
217-000-561-6100 Land acquisition & improveme				UP ROW parking lot
136429 Total:		8,725.64		
136430	6/1/2017	641.00	0.00	06/20/2017
660-620-519-5320 Consulting				Street storage pilot program
136430 Total:		641.00		
136431	6/1/2017	914.00	0.00	06/20/2017
454-000-561-5340 Engineering				Touhy Avenue overpass
136431 Total:		914.00		
136432	6/1/2017	303.00	0.00	06/20/2017
217-000-561-5340 Engineering				Lowes Entrance modification
136432 Total:		303.00		
136433	6/1/2017	484.07	0.00	06/20/2017
101-290-511-5922 Building Engineering Costs				3401-3501 Northeast Parkway
136433 Total:		484.07		
136434	6/1/2017	601.25	0.00	06/20/2017
101-290-511-5922 Building Engineering Costs				Stefani's Restaurant
136434 Total:		601.25		
136435	6/1/2017	373.63	0.00	06/20/2017
101-290-511-5922 Building Engineering Costs				Bryn Mawr Country Club netting barrier
136435 Total:		373.63		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Christopher Burke Enginee		31,386.50		
Clark Baird Smith, LLP				
CLARKBAI				
8628	5/31/2017	1,423.75	0.00	06/20/2017
101-230-511-5399 Other professional services				Legal services for personnel matters
8628 Total:		1,423.75		
Clark Baird Smith, LLP To		1,423.75		
Groot Recycling & Waste Services				
GROOT				
15001186	5/31/2017	3,505.23	0.00	06/20/2017
101-440-514-5230 Garbage & recycling				Public Works/22280-002
15001186 Total:		3,505.23		
15004725	5/22/2017	3,712.97	0.00	06/20/2017
101-440-514-5230 Garbage & recycling				Public Works/22280-001
15004725 Total:		3,712.97		
15007359	6/1/2017	56,586.54	0.00	06/20/2017
101-440-514-5230 Garbage & recycling				Community Pick up/1229-001
15007359 Total:		56,586.54		
15007360	6/1/2017	718.07	0.00	06/20/2017
101-440-514-5230 Garbage & recycling				School District 74/1230-001
15007360 Total:		718.07		
Groot Recycling & Waste S		64,522.81		
I/O Solutions, inc.				
IOSOLUTI				

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
C39719A	6/8/2017	2,180.00	0.00	06/20/2017
101-300-512-5399 Other professional services				Police officer recruitment
C39719A Total:		2,180.00		
I/O Solutions, inc. Total:		2,180.00		
Lowe's Business Acc/GECF				
LOWES				
02103	5/26/2017	44.20	0.00	06/20/2017
205-430-515-5730 Program supplies				Stakes for Memorial Day parade
02103 Total:		44.20		
02876	5/24/2017	75.84	0.00	06/20/2017
205-430-515-5730 Program supplies				Shrink wrap & packing tape
02876 Total:		75.84		
02983	5/15/2017	64.40	0.00	06/20/2017
101-420-511-5730 Program supplies				Caulk gun, knife, clorox wipes, putty knife
02983 Total:		64.40		
Lowe's Business Acc/GEC		184.44		
Marc Printing				
MARCP				
111147	6/2/2017	394.68	0.00	06/20/2017
660-610-519-5720 Postage				Mailing of water bills
111147 Total:		394.68		
CYC3&4	6/8/2017	795.24	0.00	06/20/2017
660-610-519-5720 Postage				Mailing of water bills-Cycle 3 & 4
CYC3&4 Total:		795.24		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Marc Printing Total:		1,189.92		
North Suburban Employee Benefit				
NSEBENEF				
May, 2017	6/6/2017	95,888.00	0.00	06/20/2017
102-000-210-2027 Health insurance premium with				Health insurance PPO - May
May, 2017 Total:		95,888.00		
North Suburban Employee		95,888.00		
Parmer, Reena				
PARMERRE				
060917	6/9/2017	54.95	0.00	06/20/2017
205-000-110-1010 Payroll Chkg Acct-BOL				Replace check damaged in mail
060917 Total:		54.95		
Parmer, Reena Total:		54.95		
Personnel Strategies, LLC				
PERSONNE				
060917	6/9/2017	475.00	0.00	06/20/2017
101-200-511-5599 Other contractual				Pre-employment psychological assessment
060917 Total:		475.00		
Personnel Strategies, LLC		475.00		
Quinlan Security Systems				
QUINLANS				
20570	5/30/2017	2,773.33	0.00	06/20/2017
215-000-512-5599 Other contractual				Access control system

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
20570 Total:		2,773.33		
Quinlan Security Systems T		2,773.33		
RCN Telecom Services of Illinois, LLC				
RCNTEL				
05/31/2017	5/31/2017	2,262.00	0.00	06/20/2017
215-000-512-5580 Telephone				Fiber E911 conncetion with Skokie
05/31/2017 Total:		2,262.00		
RCN Telecom Services of I		2,262.00		
Robbins, Salomon & Patt, LTD				
RS&PLTD				
213166	6/9/2017	1,050.00	0.00	06/20/2017
101-230-511-5399 Other professional services				Municipal Prosecutions/Traffic Violations - May
213166 Total:		1,050.00		
213167	6/9/2017	1,954.75	0.00	06/20/2017
101-230-511-5399 Other professional services				Adjudicative Hearings - May
213167 Total:		1,954.75		
Robbins, Salomon & Patt,		3,004.75		
Verizon Wireless				
VERIZON				
9786182410	5/21/2017	55.08	0.00	06/20/2017
101-000-210-2650 Contractor Permits Payable				Verizon data charges
9786182410	5/21/2017	91.15	0.00	06/20/2017
660-610-519-5580 Telephone				Verizon data charges
9786182410	5/21/2017	1,206.87	0.00	06/20/2017
660-610-519-5580 Telephone				Verizon data charges

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
9786182410 Total:		1,353.10		
9786182411	5/21/2017	649.98	0.00	06/20/2017
101-210-511-5580 Telephone				Phone charges
9786182411	5/21/2017	29.26	0.00	06/20/2017
205-508-515-5580 Telephone				Phone charges
9786182411	5/21/2017	25.75	0.00	06/20/2017
205-520-515-5580 Telephone				Phone charges
9786182411	5/21/2017	4.58	0.00	06/20/2017
205-530-515-5580 Telephone				Phone charges
9786182411	5/21/2017	28.01	0.00	06/20/2017
205-560-515-5580 Telephone				Phone charges
9786182411	5/21/2017	1.13	0.00	06/20/2017
205-550-515-5270 Purchased program services				Phone charges
9786182411	5/21/2017	26.51	0.00	06/20/2017
101-000-210-2650 Contractor Permits Payable				Phone charges
9786182411	5/21/2017	61.19	0.00	06/20/2017
660-610-519-5580 Telephone				Phone charges
9786182411 Total:		826.41		
9786647151	6/1/2017	90.10	0.00	06/20/2017
101-000-210-2650 Contractor Permits Payable				Machine to machine 150 MB
9786647151 Total:		90.10		
Verizon Wireless Total:		2,269.61		
Village of Lincolnwood, Police Pension Fund VOLPPF				
4th qtr,16-17	4/30/2017	65,608.24	0.00	06/20/2017
101-300-512-5140 Employer police pension				Motor Fuel Tax/Police Pension Fund Contribution
4th qtr,16-17 Total:		65,608.24		
Village of Lincolnwood, Po		65,608.24		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Warehouse Direct				
WAREHOUS				
3494860-0	5/25/2017	160.94	0.00	06/20/2017
101-210-511-5700 Office supplies				Office supplies
3494860-0 Total:		160.94		
3494874-0	5/25/2017	34.70	0.00	06/20/2017
101-350-512-5700 Office supplies				Office supplies
3494874-0 Total:		34.70		
3495092-0	5/25/2017	99.06	0.00	06/20/2017
101-300-512-5730 Program supplies				Office supplies
3495092-0 Total:		99.06		
3501604-0	6/1/2017	82.84	0.00	06/20/2017
101-240-517-5700 Office supplies				Office supplies
3501604-0 Total:		82.84		
3503128-0	6/2/2017	233.08	0.00	06/20/2017
205-500-515-5700 Office supplies				Office supplies
3503128-0 Total:		233.08		
3503129-0	6/2/2017	198.56	0.00	06/20/2017
101-400-511-5700 Office supplies				Office supplies
3503129-0 Total:		198.56		
3503131-0	6/2/2017	122.02	0.00	06/20/2017
101-350-512-5700 Office supplies				Office supplies
3503131-0 Total:		122.02		
Warehouse Direct Total:		931.20		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Report Total:		279,572.54		

Return to VB Agenda

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 06/12/2017 - 2:49PM
Batch: 00201.06.2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
ABC Business Forms Inc				
ABCBUSFO				
212925	5/22/2017	4,861.50	0.00	06/20/2017
101-210-511-5560 Printing & copying services				2017-2018 Vehicle License App Mailing
212925 Total:		4,861.50		
ABC Business Forms Inc T		4,861.50		
Avalon Petroleum				
AVALON				
18394	5/4/2017	872.42	0.00	06/20/2017
101-350-512-5670 Fuel				Fuel usage
18394	5/4/2017	582.55	0.00	06/20/2017
101-440-513-5670 Fuel				Fuel usage
18394	5/4/2017	164.77	0.00	06/20/2017
205-430-515-5670 Fuel				Fuel usage
18394	5/4/2017	170.36	0.00	06/20/2017
660-620-519-5670 Fuel				Fuel usage
18394 Total:		1,790.10		
457205	5/4/2017	27.67	0.00	06/20/2017
101-420-511-5670 Fuel				Fuel usage
457205	5/4/2017	1,816.93	0.00	06/20/2017
101-300-512-5670 Fuel				Fuel usage
457205	5/4/2017	64.49	0.00	06/20/2017
101-350-512-5670 Fuel				Fuel usage
457205	5/4/2017	54.19	0.00	06/20/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
101-400-511-5670 Fuel				Fuel usage
457205	5/4/2017	25.57	0.00	06/20/2017
101-420-511-5670 Fuel				Fuel usage
457205	5/4/2017	348.23	0.00	06/20/2017
101-440-513-5670 Fuel				Fuel usage
457205	5/4/2017	343.46	0.00	06/20/2017
205-430-515-5670 Fuel				Fuel usage
457205	5/4/2017	343.28	0.00	06/20/2017
660-620-519-5670 Fuel				Fuel usage
457205 Total:		3,023.82		
Avalon Petroleum Total:		4,813.92		
Badran, Nadim				
BADRAN				
REIM052417NBA	5/24/2017	0.75	0.00	06/20/2017
101-400-511-5820 Local mileage, parking & tolls				Reimbursement/APWA Conference/Tolls
REIM052417NBA	5/24/2017	48.15	0.00	06/20/2017
101-400-511-5820 Local mileage, parking & tolls				Reimbursement/APWA Conference/Mileage
REIM052417NBA Total:		48.90		
Badran, Nadim Total:		48.90		
CDW Government				
CDWGOV				
HXR5515	5/24/2017	3,282.03	0.00	06/20/2017
101-250-511-6530 Equipment - data processing				Aruba Port Switch
HXR5515 Total:		3,282.03		
CDW Government Total:		3,282.03		
Chen, Ai-Ting				
CHENAI				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
05312017	5/31/2017	1,227.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes
05312017 Total:		1,227.00		
Chen, Ai-Ting Total:		1,227.00		
Compliance Signs				
COMPLIAN				
63851	5/23/2017	122.50	0.00	06/20/2017
205-430-515-5730 Program supplies				Restroom signs for shelter
63851 Total:		122.50		
Compliance Signs Total:		122.50		
Cook County Recorder of Deeds				
COOKCOUN				
3514302017R	5/11/2017	62.00	0.00	06/20/2017
101-230-511-5399 Other professional services				Recording fees
3514302017R Total:		62.00		
Cook County Recorder of D		62.00		
Cooke, Dina & Michael				
COOKEDI				
060117	6/1/2017	225.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Stroke Clinic
060117 Total:		225.00		
Cooke, Dina & Michael To		225.00		
Ecolab				

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
ECOLAB				
5752043	5/25/2017	612.44	0.00	06/20/2017
101-350-512-5799 Other materials & supplies				Laundry soap, gear wash,stain treater
5752043 Total:		612.44		
Ecolab Total:		612.44		
Eterno Attorney at Law, David				
ETERNO				
11946	6/2/2017	47.50	0.00	06/20/2017
101-230-511-5399 Other professional services				Off Site Docket review 5/22/17
11946	6/2/2017	787.50	0.00	06/20/2017
101-230-511-5399 Other professional services				On Site Hearing 05/23/17
11946 Total:		835.00		
Eterno Attorney at Law, D		835.00		
Fast Signs				
FASTSIGN				
80-51389	5/24/2017	130.00	0.00	06/20/2017
101-100-511-5560 Printing & copying services				Changing of Names in Village Hall
80-51389 Total:		130.00		
Fast Signs Total:		130.00		
Fisher, Sara				
FISHERSA				
060117	6/1/2017	85.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Pool Pass
060117 Total:		85.00		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Fisher, Sara Total:		85.00		
Halogen				
HALOGEN				
502711	5/26/2017	186.00	0.00	06/20/2017
205-560-515-5405 R&M - buildings				Filtrex solenoid valve
502711 Total:		186.00		
502712	5/26/2017	476.62	0.00	06/20/2017
205-560-515-5405 R&M - buildings				Motor for aquatic center
502712 Total:		476.62		
502862	5/30/2017	124.50	0.00	06/20/2017
205-560-515-5405 R&M - buildings				27 Vac solenoid
502862 Total:		124.50		
502863	5/30/2017	258.11	0.00	06/20/2017
205-560-515-5405 R&M - buildings				Motor for aquatic center
502863 Total:		258.11		
502864	5/30/2017	-94.80	0.00	06/20/2017
205-560-515-5405 R&M - buildings				Credit
502864 Total:		-94.80		
Halogen Total:		950.43		
Letson, Andrew				
LETSONAN				
REIM052417ALM	5/24/2017	48.15	0.00	06/20/2017
101-400-511-5850 Purchased Transportation				Reimbursement/APWA Conference/Mileage
REIM052417ALM Total:		48.15		
REIM052417ALT	5/24/2017	0.75	0.00	06/20/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
101-400-511-5820 Local mileage, parking & tolls				Reimbursement/APWA Conference/Tolls
REIM052417ALT Total:		0.75		
Letson, Andrew Total:		48.90		
Lowe's Business Acc/GECF				
LOWES				
08395	4/25/2017	36.90	0.00	06/20/2017
101-350-512-5799 Other materials & supplies				Light bulbs
08395 Total:		36.90		
10456	4/27/2017	5.03	0.00	06/20/2017
101-350-512-5799 Other materials & supplies				Washers, bolts, nuts, velcro
10456 Total:		5.03		
Lowe's Business Acc/GEC		41.93		
Lurvey Landscape Supply				
LURVEY				
T1-10200521	5/24/2017	97.50	0.00	06/20/2017
205-430-515-5680 Landscaping supplies				Mulch for Madeline Garden
T1-10200521 Total:		97.50		
Lurvey Landscape Supply		97.50		
North Suburban Employee Benefit				
NSEBENEF				
June, 2017	6/1/2017	9,818.00	0.00	06/20/2017
102-000-210-2028 Dental insurance premium with				Dental Bill - June, 2017
June, 2017 Total:		9,818.00		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
North Suburban Employee		9,818.00		
O'Byrne, Mary				
OBYRNE				
05312017	5/31/2017	568.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Camp
05312017 Total:		568.00		
O'Byrne, Mary Total:		568.00		
Original Watermen				
ORIGINAL				
42117	5/10/2017	3,127.48	0.00	06/20/2017
205-560-515-5730 Program supplies				Lifeguard uniforms
42117 Total:		3,127.48		
Original Watermen Total:		3,127.48		
Paramedic Services of Illinois				
PARAMEDI				
5097	6/1/2017	235,669.27	0.00	06/20/2017
101-350-512-5220 Fire protection				Services rendered month ended 6/30/2017
5097 Total:		235,669.27		
Paramedic Services of Illin		235,669.27		
Paul Conway Shields				
PAULCONW				
0404823-IN	5/25/2017	205.00	0.00	06/20/2017
101-350-512-5430 R&M - Fire & EMS equipmen				Amkus tool repairs

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
0404823-IN Total:		205.00		
Paul Conway Shields Total		205.00		
Printwell Printing				
PRINTWEL				
50671	5/23/2017	180.00	0.00	06/20/2017
101-100-511-5560 Printing & copying services				Business Cards - Mayor & Trustees
50671 Total:		180.00		
Printwell Printing Total:		180.00		
Riolo, Yvonne				
RIOLO				
060117	6/1/2017	994.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Little Lincolns
060117 Total:		994.00		
Riolo, Yvonne Total:		994.00		
Sam's Club				
SAMSCL				
51817	5/18/2017	116.23	0.00	06/20/2017
205-520-515-5645 Concessions & food				Club Kid snack
51817 Total:		116.23		
5317	5/3/2017	108.72	0.00	06/20/2017
205-520-515-5645 Concessions & food				Club Kid snack
5317 Total:		108.72		
Sam's Club Total:		224.95		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Sanoy, Arlene				
SANOYAR				
060117	6/1/2017	593.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - pool passes
060117 Total:		593.00		
Sanoy, Arlene Total:		593.00		
Sunburst Sportswear Inc				
SUNBURST				
116805	5/23/2017	1,962.20	0.00	06/20/2017
205-530-515-5730 Program supplies				Day camp camper shirts
116805 Total:		1,962.20		
116806	5/23/2017	224.48	0.00	06/20/2017
205-530-515-5730 Program supplies				Day camp supervior polos
116806 Total:		224.48		
116807	5/23/2017	104.16	0.00	06/20/2017
205-530-515-5730 Program supplies				Day camp coordinator polos
116807 Total:		104.16		
116808	5/23/2017	44.10	0.00	06/20/2017
205-530-515-5730 Program supplies				Day camp staff fanny packs
116808 Total:		44.10		
116809	5/23/2017	44.10	0.00	06/20/2017
205-530-515-5730 Program supplies				Day camp supervisor fanny packs
116809 Total:		44.10		
116810	5/23/2017	479.86	0.00	06/20/2017
205-560-515-5730 Program supplies				Aquatic Center lifeguard shirts

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
116810 Total:		479.86		
116811	5/23/2017	815.82	0.00	06/20/2017
205-560-515-5730 Program supplies				Aquatic Center lifeguard sweatshirts
116811 Total:		815.82		
116812	5/23/2017	202.80	0.00	06/20/2017
205-560-515-5730 Program supplies				Aquatic Center maintenance shirts
116812 Total:		202.80		
116813	5/23/2017	298.32	0.00	06/20/2017
205-560-515-5730 Program supplies				Aquatic Center front desk polo
116813 Total:		298.32		
116814	5/23/2017	242.72	0.00	06/20/2017
205-560-515-5730 Program supplies				Aquatic Center concession shirt
116814 Total:		242.72		
116815	5/23/2017	190.96	0.00	06/20/2017
205-560-515-5730 Program supplies				Aquatic Center manager polo
116815 Total:		190.96		
116817	5/23/2017	790.82	0.00	06/20/2017
205-530-515-5730 Program supplies				Day camp counselor shirts
116817 Total:		790.82		
116818	5/23/2017	430.96	0.00	06/20/2017
205-530-515-5730 Program supplies				Day camp supervisor zipups
116818 Total:		430.96		
116819	5/23/2017	53.80	0.00	06/20/2017
205-560-515-5730 Program supplies				Aquatic Center head guard shirts
116819 Total:		53.80		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
116820	5/23/2017	64.90	0.00	06/20/2017
205-560-515-5730 Program supplies				Aquatic Center head guard fleece
116820 Total:		64.90		
116821	5/23/2017	72.32	0.00	06/20/2017
205-550-515-5730 Program supplies				Park Patrol shirts
116821 Total:		72.32		
116822	5/23/2017	85.44	0.00	06/20/2017
101-400-511-5730 Program supplies				PW staff shirts
116822 Total:		85.44		
116823	5/23/2017	318.34	0.00	06/20/2017
101-400-511-5730 Program supplies				PW staff shirts
116823 Total:		318.34		
116824	5/23/2017	95.60	0.00	06/20/2017
205-505-515-5730 Program supplies				Park patrol polos
116824 Total:		95.60		
116833	5/23/2017	125.00	0.00	06/20/2017
205-504-515-5270 Purchased program services				Go Lincolnwood promo shirts
116833 Total:		125.00		
Sunburst Sportswear Inc To		6,646.70		
United States Postal Service				
USPOSTAL				
PB0531117	5/31/2017	3.22	0.00	06/20/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB0531117	5/31/2017	8.72	0.00	06/20/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB0531117	5/31/2017	104.98	0.00	06/20/2017
101-210-511-5720 Postage				Pitney Bowes postage

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
PB0531117	5/31/2017	1.38	0.00	06/20/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB0531117	5/31/2017	9.20	0.00	06/20/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB0531117	5/31/2017	2.30	0.00	06/20/2017
205-500-515-5720 Postage				Pitney Bowes postage
PB0531117	5/31/2017	9.66	0.00	06/20/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB0531117	5/31/2017	5.32	0.00	06/20/2017
101-210-511-5720 Postage				Pitney Bowes postage
PB0531117	5/31/2017	571.18	0.00	06/20/2017
660-610-519-5720 Postage				Pitney Bowes postage
PB0531117 Total:		715.96		
United States Postal Servic		715.96		
Vermont Systems, Inc.				
VERMONT				
55230	6/1/2017	500.00	0.00	06/20/2017
101-250-511-5340 Maintenance Agreement Expen				Non-resident pool pass setup
55230 Total:		500.00		
Vermont Systems, Inc. Tota		500.00		
Village of Skokie				
VILLSKOK				
51092	5/1/2017	61,399.25	0.00	06/20/2017
215-000-512-5599 Other contractual				June E9-1-1 Dispatch services
51092 Total:		61,399.25		
Village of Skokie Total:		61,399.25		
Warehouse Direct				

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
WAREHOUS				
3469972--0	5/4/2017	319.46	0.00	06/20/2017
101-210-511-5700 Office supplies				Office supplies
3469972--0 Total:		319.46		
3469972-1	5/5/2017	43.20	0.00	06/20/2017
101-210-511-5700 Office supplies				Office supplies
3469972-1 Total:		43.20		
3469973-0	5/4/2017	530.72	0.00	06/20/2017
101-200-511-5700 Office supplies				Office supplies
3469973-0 Total:		530.72		
3474147-0	5/9/2017	61.70	0.00	06/20/2017
101-210-511-5700 Office supplies				Office supplies
3474147-0 Total:		61.70		
3478936-0	5/11/2017	592.52	0.00	06/20/2017
101-210-511-5700 Office supplies				Office supplies
3478936-0 Total:		592.52		
3478943-0	5/11/2017	115.06	0.00	06/20/2017
101-350-512-5700 Office supplies				Office supplies
3478943-0 Total:		115.06		
3479555-0	5/17/2017	79.48	0.00	06/20/2017
101-350-512-5700 Office supplies				Office supplies
3479555-0 Total:		79.48		
3480356-0	5/12/2017	161.09	0.00	06/20/2017
101-210-511-5700 Office supplies				Office supplies
3480356-0 Total:		161.09		
3480369-0	5/12/2017	24.99	0.00	06/20/2017
101-210-511-5700 Office supplies				Office supplies

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
3480369-0 Total:		24.99		
3486946-0	5/18/2017	21.57	0.00	06/20/2017
101-350-512-5700 Office supplies				Office supplies
3486946-0 Total:		21.57		
3486963-0	5/18/2017	214.01	0.00	06/20/2017
101-210-511-5700 Office supplies				Office supplies
3486963-0 Total:		214.01		
3487061-0	5/18/2000	266.39	0.00	06/20/2017
101-210-511-5700 Office supplies				Office supplies
3487061-0 Total:		266.39		
C3469972-0	5/15/2017	-24.99	0.00	06/20/2017
101-210-511-5700 Office supplies				Office supplies
C3469972-0 Total:		-24.99		
C3478936-0	5/22/2017	-161.09	0.00	06/20/2017
101-210-511-5700 Office supplies				Office supplies
C3478936-0 Total:		-161.09		
Warehouse Direct Total:		2,244.11		
Welding Supply Inc.				
WELDINGS				
801802	5/31/2017	13.64	0.00	06/20/2017
205-571-515-5730 Program supplies				Helium Tank - May rental
801802	5/31/2017	6.82	0.00	06/20/2017
101-350-512-5730 Program supplies				Argon Tank - May rental
801802 Total:		20.46		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Welding Supply Inc. Total:		20.46		
Wells Fargo Vendor Fin Serv				
GECAPITA				
67014419	5/24/2017	232.43	0.00	06/20/2017
660-610-519-5340 Maintenance Agreement Expen				Copier - PW
67014419	5/24/2017	269.95	0.00	06/20/2017
205-500-515-5440 R&M - office equipment				Copier - Parks
67014419	5/24/2017	232.44	0.00	06/20/2017
101-000-210-2650 Contractor Permits Payable				Copier - Fire
67014419	5/24/2017	697.36	0.00	06/20/2017
101-210-511-5440 R&M - office equipment				Copier - PD, Finance
67014419 Total:		1,432.18		
Wells Fargo Vendor Fin Se		1,432.18		
Wirfs Industries				
WIRFS				
31309	5/24/2017	389.19	0.00	06/20/2017
101-350-512-5480 R&M - vehicles				E15 repairs
31309 Total:		389.19		
Wirfs Industries Total:		389.19		
Worldpoint ECC				
WORLDPOI				
5671185	5/25/2017	87.40	0.00	06/20/2017
101-350-512-5620 Books & publications				PALS, ACLS books
5671185 Total:		87.40		
Worldpoint ECC Total:		87.40		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

Report Total:	342,259.00

Return to VB Agenda

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 06/12/2017 - 2:49PM
Batch: 00202.06.2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
Air One Equipment				
AIRONE				
122690	5/17/2017	52.45	0.00	06/20/2017
660-620-519-5730 Program supplies				SCUBA cylinder
122690 Total:		52.45		
123081	5/30/2017	145.00	0.00	06/20/2017
101-350-512-5430 R&M - Fire & EMS equipmen				Air test
123081 Total:		145.00		
Air One Equipment Total:		197.45		
Alexander Chemical Corporation				
ALEXANDE				
SLS10059498	5/20/2017	1,350.00	0.00	06/20/2017
660-620-519-5635 Chemicals - water system				Chlorine tanks replaced from Pump House
SLS10059498 Total:		1,350.00		
Alexander Chemical Corpo		1,350.00		
Anderson Pest Solutions				
ANDERP				
4297384	6/1/2017	283.55	0.00	06/20/2017
101-420-511-5405 R&M - buildings				Pest Control for Village of Lincolnwood - June

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
4297384 Total:		283.55		
Anderson Pest Solutions To		283.55		
ATTS Logistics				
ATTS				
ATT44821	5/9/2017	160.00	0.00	06/20/2017
660-620-519-5796 Water system repair parts				Lithium batteries
ATT44821 Total:		160.00		
ATTS Logistics Total:		160.00		
Back Flow Solutions Inc				
BFSINC				
2107	6/1/2017	435.42	0.00	06/20/2017
660-620-519-5399 Other professional services				Program management fee for backflow
2107 Total:		435.42		
Back Flow Solutions Inc T		435.42		
Best Quality Cleaning, Inc.				
BESTQU				
19860	5/20/2017	2,813.34	0.00	06/20/2017
101-420-511-5240 Janitorial				Cleaning services - May 2017
19860	5/20/2017	416.66	0.00	06/20/2017
205-571-515-5240 Janitorial				Cleaning services - May 2017
19860 Total:		3,230.00		
Best Quality Cleaning, Inc.		3,230.00		
Canon Solutions America, Inc				

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
CANONSOL				
988870308	6/2/2017	271.67	0.00	06/20/2017
101-210-511-5440 R&M - office equipment				Maintenance for copier - June
988870308 Total:		271.67		
Canon Solutions America,		271.67		
Cassidy Tire				
CASSIDYT				
6182498	5/26/2017	985.32	0.00	06/20/2017
660-620-519-5480 R&M - vehicles				Tires for Truck #7
6182498 Total:		985.32		
Cassidy Tire Total:		985.32		
Chicago Area Building Specialties				
CHICAGOA				
102367353	5/3/2017	142.14	0.00	06/20/2017
101-420-511-5405 R&M - buildings				2X2 Glacier
102367353 Total:		142.14		
Chicago Area Building Spe		142.14		
Douglas Truck Parts				
DOUGTK				
29719	5/31/2017	105.00	0.00	06/20/2017
101-300-512-5480 R&M - vehicles				Washer Premix for PD Vehicles
29719 Total:		105.00		
29864	5/31/2017	45.00	0.00	06/20/2017
101-300-512-5480 R&M - vehicles				Brake clean for PD Vehicles

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
29864 Total:		45.00		
Douglas Truck Parts Total:		150.00		
GFOA				
GFOACAP				
662017	6/6/2017	330.00	0.00	06/20/2017
101-210-511-5730 Program supplies				GFOA Budget award application fee
662017 Total:		330.00		
GFOA Total:		330.00		
Golf Mill Ford				
GOLFMILL				
418240P	5/17/2017	37.60	0.00	06/20/2017
101-300-512-5480 R&M - vehicles				Hose for Squad #217
418240P Total:		37.60		
418480P	5/18/2017	250.25	0.00	06/20/2017
660-620-519-5480 R&M - vehicles				Radio core truck #16
418480P Total:		250.25		
418952P	5/26/2017	28.76	0.00	06/20/2017
101-300-512-5480 R&M - vehicles				Switch Squad #21
418952P Total:		28.76		
418953P	5/30/2017	102.30	0.00	06/20/2017
101-300-512-5480 R&M - vehicles				Sensor, plug
418953P Total:		102.30		
Golf Mill Ford Total:		418.91		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
KGI Landscaping Co				
KGILANDS				
223083	6/1/2017	1,131.75	0.00	06/20/2017
205-560-515-5270 Purchased program services				Landscaping for medians, pool and Village Hall
223083	6/1/2017	1,383.25	0.00	06/20/2017
101-440-513-5250 Landscaping services				Landscaping for medians, pool and Village Hall
223083	6/1/2017	1,257.50	0.00	06/20/2017
101-420-511-5405 R&M - buildings				Landscaping for medians, pool and Village Hall
223083 Total:		3,772.50		
KGI Landscaping Co Total		3,772.50		
Landscape Concepts Management				
LANDSCAP				
124152	6/1/2017	2,835.00	0.00	06/20/2017
205-430-515-5250 Contract Maintenance				Landscaping maintenance - Centennial Park
124152 Total:		2,835.00		
Landscape Concepts Mana		2,835.00		
NAPA				
NAPA				
266096	5/26/2017	67.96	0.00	06/20/2017
101-300-512-5480 R&M - vehicles				Socket for Squad #214
266096 Total:		67.96		
266447	5/31/2017	11.77	0.00	06/20/2017
205-430-515-5480 R&M - vehicles				Plug for Parks
266447 Total:		11.77		
266547	5/31/2017	131.76	0.00	06/20/2017
101-440-513-5480 R&M - vehicles				Mercon ATF for Snow plows
266547 Total:		131.76		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
NAPA Total:		211.49		
O'Leary's Contractor Equip				
OLEARYS				
211092	5/17/2017	37.73	0.00	06/20/2017
101-440-513-5730 Program supplies				Housing, filter, seal, gasket for Honda 2000
211092 Total:		37.73		
211313	5/17/2017	114.43	0.00	06/20/2017
101-440-513-5480 R&M - vehicles				Air filters for rollers
211313 Total:		114.43		
O'Leary's Contractor Equip		152.16		
O'Neille, Megan				
ONEILLE				
060517	6/5/2017	65.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Pool pass overpayment
060517 Total:		65.00		
O'Neille, Megan Total:		65.00		
Patten Industries				
PATTEN				
PM600264775	5/31/2017	1,648.96	0.00	06/20/2017
101-420-511-5405 R&M - buildings				Repair PW Generator
PM600264775 Total:		1,648.96		
PM600264776	5/31/2017	1,575.82	0.00	06/20/2017
101-420-511-5405 R&M - buildings				Repair Stand Pipe generator
PM600264776 Total:		1,575.82		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Patten Industries Total:	3,224.78		
Pittman, Robert Michael				
PITTMAN				
060217	6/2/2017	645.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Camp
	060217 Total:	645.00		
	Pittman, Robert Michael To	645.00		
PPG Architectural Finishes				
PPGAR				
944402101281	5/23/2017	946.80	0.00	06/20/2017
101-440-513-5745 Small tools				Yellow paint
	944402101281 Total:	946.80		
	PPG Architectural Finishes	946.80		
Printwell Printing				
PRINTWEL				
50785	5/23/2017	78.00	0.00	06/20/2017
101-400-511-5700 Office supplies				Business cards for Assistant PW Director
	50785 Total:	78.00		
	Printwell Printing Total:	78.00		
Snap-On Industrial				
SNAPON				
ARV/32433624	5/2/2017	9.63	0.00	06/20/2017
101-410-511-5730 Program supplies				Tools for Shop

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
ARV/32433624 Total:		9.63		
ARV/32548679	5/15/2017	33.71	0.00	06/20/2017
101-410-511-5730 Program supplies				Tools for Shop
ARV/32548679 Total:		33.71		
Snap-On Industrial Total:		43.34		
Stack, Kelly				
STACK				
060517	6/5/2017	294.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Pool pass
060517 Total:		294.00		
Stack, Kelly Total:		294.00		
Suburban Laboratories, Inc.				
SUBURB				
145134	5/31/2017	400.00	0.00	06/20/2017
660-620-519-5320 Consulting				Coliform testing and disinfectant by products
145134 Total:		400.00		
Suburban Laboratories, Inc		400.00		
TKE Corporation				
TKECORP				
3003229705	6/1/2017	539.27	0.00	06/20/2017
101-420-511-5405 R&M - buildings				Full maintenance contract elevator maintenance
3003229705 Total:		539.27		
TKE Corporation Total:		539.27		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Treasurer State of Illinois				
IDOT				
120580	6/1/2017	92,813.56	0.00	06/20/2017
454-000-561-5399 Land Acquistion & Improveme				Valley Line Trail
120580 Total:		92,813.56		
Treasurer State of Illinois T		92,813.56		
Westmont Auto Parts				
WESTMONT				
15988	5/11/2017	19.67	0.00	06/20/2017
101-300-512-5480 R&M - vehicles				Link for Squad #21
15988 Total:		19.67		
16112	5/24/2017	104.17	0.00	06/20/2017
101-300-512-5480 R&M - vehicles				Sensor for Squad #217
16112 Total:		104.17		
Westmont Auto Parts Total		123.84		
Work' N Gear, LLC				
WRKNGEAR				
HA78815	5/30/2017	44.94	0.00	06/20/2017
101-440-513-5070 Uniform allowance				Clothing allowance
HA78815 Total:		44.94		
HA78817	5/30/2017	356.00	0.00	06/20/2017
101-440-513-5070 Uniform allowance				Clothing allowance
HA78817 Total:		356.00		
Work' N Gear, LLC Total:		400.94		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

Report Total:	114,500.14

Return to VB Agenda

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 06/12/2017 - 2:49PM
Batch: 00203.06.2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				**Description**
Authorized Photo Service				
AUTHORIZ				
561907	5/25/2017	269.00	0.00	06/20/2017
101-300-512-5730 Program supplies				Repair to lens
561907 Total:		269.00		
561908	5/25/2017	145.00	0.00	06/20/2017
101-300-512-5730 Program supplies				Repair to Evidence Technician camera
561908 Total:		145.00		
Authorized Photo Service T		414.00		
Axon Enterprise, Inc.				
AXON				
SI485633	6/1/2017	6,619.86	0.00	06/20/2017
101-300-512-5730 Program supplies				X2 - Tasers
SI485633	6/1/2017	352.70	0.00	06/20/2017
101-300-512-5730 Program supplies				X2 - Tasers Holster - Right
SI485633	6/1/2017	423.24	0.00	06/20/2017
101-300-512-5730 Program supplies				Battery pack
SI485633	6/1/2017	70.54	0.00	06/20/2017
101-300-512-5730 Program supplies				X2 - Taser Holster - Left
SI485633	6/1/2017	404.88	1.00	06/20/2017
101-300-512-5730 Program supplies				X2 - Taser Cartridges
SI485633	6/1/2017	2,045.52	1.00	06/20/2017
101-300-512-5730 Program supplies				Warranty - 4 year
SI485633	6/1/2017	96.69	1.00	06/20/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
101-210-511-5720 Postage				Postage
SI485633 Total:		10,013.43		
Axon Enterprise, Inc. Total		10,013.43		
Cassidy Tire				
CASSIDYT				
6182492	5/25/2017	150.00	0.00	06/20/2017
101-300-512-5480 R&M - vehicles				Repair to Tire - Squad 210
6182492 Total:		150.00		
Cassidy Tire Total:		150.00		
Chicago Tribune				
CHGOTRIB				
4947115	5/11/2017	635.34	0.00	06/20/2017
101-120-511-5510 Advertising				Proposed Lincoln Redevlopment ad
4947115 Total:		635.34		
4965165	5/18/2017	37.34	0.00	06/20/2017
101-120-511-5510 Advertising				Public Hearing - Ad
4965165	5/18/2017	37.35	0.00	06/20/2017
101-120-511-5510 Advertising				Public Hearing - Ad
4965165 Total:		74.69		
4989089	6/1/2017	55.49	0.00	06/20/2017
101-120-511-5510 Advertising				Legal notice
4989089 Total:		55.49		
Chicago Tribune Total:		765.52		
Evanston Funeral & Cremation				

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
EVANSFUN				
119	6/1/2017	350.00	0.00	06/20/2017
101-300-512-5599 Other contractual				Death investigation/body removal
119 Total:		350.00		
Evanston Funeral & Crema		350.00		
Falson, Patrick				
FALSONPA				
REIM0608PFA	6/8/2017	37.00	0.00	06/20/2017
101-300-512-5820 Local mileage, parking & tolls				Reimbursement/Training/Auto
REIM0608PFA Total:		37.00		
REIM0608PFM	6/8/2017	30.00	0.00	06/20/2017
101-300-512-5840 Meals				Reimbursement/Training/Meals
REIM0608PFM Total:		30.00		
Falson, Patrick Total:		67.00		
JG Uniforms Inc				
JGUNIFOR				
20662	6/2/2017	124.00	0.00	06/20/2017
101-300-512-5070 Uniform allowance				Uniform allowance
20662 Total:		124.00		
JG Uniforms Inc Total:		124.00		
Lawson Products Inc				
LAWSNPRO				
9304968689	5/25/2017	121.58	0.00	06/20/2017
101-410-511-5730 Program supplies				Shop supplies

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
9304968689 Total:		121.58		
Lawson Products Inc Total		121.58		
Lincolnwood Auto Const. Inc.				
LINCAC				
2016-215	4/14/2017	600.00	0.00	06/20/2017
101-300-512-5480 R&M - vehicles				Repair squad damage
2016-215 Total:		600.00		
Lincolnwood Auto Const. I		600.00		
Lou Malnati's				
LOUMA				
2407367	5/30/2017	61.84	0.00	06/20/2017
101-300-512-5730 Program supplies				Lunch for NORTAF/Lincolnwood PD
2407367 Total:		61.84		
2407493	5/30/2017	63.20	0.00	06/20/2017
101-300-512-5730 Program supplies				Lunch for NORTAF/Lincolnwood PD
2407493 Total:		63.20		
Lou Malnati's Total:		125.04		
McDonald's Accounting Center				
MCDONACC				
McDon43017	6/8/2017	457.16	0.00	06/20/2017
101-300-512-5730 Program supplies				Prisoner Meals - Jun, 2016 thru April 2017
McDon43017 Total:		457.16		
McDonald's Accounting Ce		457.16		

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Phase 1 Consulting				
PHASE1				
060817	6/8/2017	1,902.54	0.00	06/20/2017
101-000-210-2620 Contractor bonds payable				Special Use Deposit/Refund
060817 Total:		1,902.54		
Phase 1 Consulting Total:		1,902.54		
Pitney Bowes				
PITNEYBO				
3101296359	6/1/2017	262.26	0.00	06/20/2017
101-210-511-5440 R&M - office equipment				Rental fees May 30 thru June 29
3101296359 Total:		262.26		
Pitney Bowes Total:		262.26		
T.P.I. Building Code Consultants, Inc.				
TPI				
201705	5/31/2017	9,186.75	0.00	06/20/2017
101-240-517-5399 Other professional services				Plan review - May
201705	5/31/2017	7,663.50	0.00	06/20/2017
101-240-517-5399 Other professional services				In House - May
201705	5/31/2017	1,599.00	0.00	06/20/2017
101-240-517-5399 Other professional services				The Carrington
201705 Total:		18,449.25		
T.P.I. Building Code Cons		18,449.25		
Thompson Elevator Inspection Service, Inc.				
THOMPSO				
17-1592	5/18/2017	150.00	0.00	06/20/2017
101-240-517-5399 Other professional services				Shore Gallery

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
17-1592 Total:		150.00		
Thompson Elevator Inspec		150.00		
Trans Union Corp				
TRANSU				
5700523	5/25/2017	60.00	0.00	06/20/2017
101-300-512-5399 Other professional services				Monthly subscription fee
5700523 Total:		60.00		
Trans Union Corp Total:		60.00		
TransUnion Risk and Alternative				
TRANSUN				
556811-053117	6/1/2017	73.50	0.00	06/20/2017
101-300-512-5399 Other professional services				Online investigative database system
556811-053117 Total:		73.50		
TransUnion Risk and Alter		73.50		
Village of Lincolnwood				
VOL				
LPD043017	4/30/2017	37.95	0.00	06/20/2017
101-300-512-5670 Fuel				Petty Cash - Police Dept
LPD043017	4/30/2017	21.22	0.00	06/20/2017
101-300-512-5730 Program supplies				Petty Cash - Police Dept
LPD043017	4/30/2017	30.02	0.00	06/20/2017
101-300-512-5820 Local mileage, parking & tolls				Petty Cash - Police Dept
LPD043017	4/30/2017	165.00	0.00	06/20/2017
101-300-512-5840 Meals				Petty Cash - Police Dept
LPD043017 Total:		254.19		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Village of Lincolnwood To	254.19		
Weiss, Michael				
WEISSMIC				
060817	6/8/2017	872.76	0.00	06/20/2017
101-000-210-2620 Contractor bonds payable				Speical Use deposit/refund
	060817 Total:	872.76		
	Weiss, Michael Total:	872.76		
	Report Total:	35,212.23		

Return to VB Agenda

Accounts Payable

To Be Paid Proof List

User: jmazzeffi
Printed: 06/12/2017 - 2:49PM
Batch: 00204.06.2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
Case Lots, Inc.				
CASELOTS				
4376	6/1/2017	2,632.00	0.00	06/20/2017
101-420-511-5730 Program supplies				Multi fold towels and toilet paper
4376 Total:		2,632.00		
Case Lots, Inc. Total:		2,632.00		
City of Chicago Dept of Water				
CTYOFCHI				
430883-430883	6/9/2017	74,123.48	0.00	06/20/2017
660-620-519-5790 Water purchases				Water - 4/11/17-5/9/17
430883-430883 Total:		74,123.48		
430884-430884	6/9/2017	65,168.20	0.00	06/20/2017
660-620-519-5790 Water purchases				Water - 4/11/17-5/9/17
430884-430884 Total:		65,168.20		
City of Chicago Dept of W		139,291.68		
Cortes, Elena				
CORTESEL				
060617	6/6/2017	539.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund Household Balance

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
060617 Total:		539.00		
Cortes, Elena Total:		539.00		
Doroshow, Marilyn				
DOROSHOW				
060517	6/5/2017	231.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund pool pass
060517 Total:		231.00		
Doroshow, Marilyn Total:		231.00		
Emcor Services Team Mechanical Inc				
EMCOR				
930003666	6/5/2017	921.08	0.00	06/20/2017
101-420-511-5405 R&M - buildings				Contract maintenance
930003666 Total:		921.08		
Emcor Services Team Mec		921.08		
Fast Signs				
FASTSIGN				
80-51534	6/8/2017	54.50	0.00	06/20/2017
205-430-515-5730 Program supplies				Signs for Adopt a Trail program
80-51534 Total:		54.50		
Fast Signs Total:		54.50		
Floresca, Annaliza				
FLORESCA				
060717	6/7/2017	950.00	0.00	06/20/2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
205-000-210-2430 Parks and Recs Control Deposi				Refund - Large room rental
060717 Total:		950.00		
Floresca, Annaliza Total:		950.00		
Game Show Gurus				
GAME				
060717	6/7/2017	180.00	0.00	06/20/2017
205-530-515-5270 Purchased program services				Day Camp entertainer deposit
060717 Total:		180.00		
Game Show Gurus Total:		180.00		
Hochberg, David				
HOCHBERG				
060917	6/9/2017	111.19	0.00	06/20/2017
205-000-110-1010 Payroll Chkg Acct-BOL				ACH return/Payroll check
060917 Total:		111.19		
Hochberg, David Total:		111.19		
Interstate Billing Service, Inc				
INTERBIL				
3006617504	6/1/2017	489.04	0.00	06/20/2017
101-440-513-5480 R&M - vehicles				Intake belt - Truck #5
3006617504 Total:		489.04		
Interstate Billing Service, I		489.04		
Larue, Angie				
LARUEANG				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
060717	6/7/2017	120.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Boxing
060717 Total:		120.00		
Larue, Angie Total:		120.00		
Lichten, Roberta				
LICHTENR				
060817	6/8/2017	56.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund Class
060817 Total:		56.00		
Lichten, Roberta Total:		56.00		
Lowe's Business Acc/GECF				
LOWES				
01777	6/6/2017	11.40	0.00	06/20/2017
217-000-561-6100 Land acquisition & improveme				PVC elbow for Lowes irrigation
01777 Total:		11.40		
02061	6/5/2017	12.32	0.00	06/20/2017
205-430-515-5730 Program supplies				Garden hose and nozzle
02061 Total:		12.32		
02159	6/6/2017	23.71	0.00	06/20/2017
101-420-511-5405 R&M - buildings				Anchors, screws, tape
02159 Total:		23.71		
02197	6/6/2017	7.57	0.00	06/20/2017
101-420-511-5405 R&M - buildings				Cap nuts & compound
02197 Total:		7.57		
02208	6/6/2017	8.54	0.00	06/20/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
205-430-515-5730 Program supplies				Tape for Proesel Park
02208 Total:		8.54		
02307	6/7/2017	24.89	0.00	06/20/2017
217-000-561-6100 Land acquisition & improveme				Cap socket & fittings
02307 Total:		24.89		
02314	6/7/2017	24.08	0.00	06/20/2017
217-000-561-6100 Land acquisition & improveme				PVC elbow
02314 Total:		24.08		
02726	6/1/2017	381.64	0.00	06/20/2017
205-430-515-5730 Program supplies				Cleaning supplies, hose, reel
02726 Total:		381.64		
22017	6/6/2017	152.99	0.00	06/20/2017
217-000-561-6100 Land acquisition & improveme				Cement, PVC couplings & pipe
22017 Total:		152.99		
Lowe's Business Acc/GEC		647.14		
Malca, Karen				
MALCA				
060817	6/8/2017	56.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Class
060817 Total:		56.00		
Malca, Karen Total:		56.00		
Martin Implement Sales Inc				
MARTINIM				
P07994	5/31/2017	555.52	0.00	06/20/2017
205-430-515-5480 R&M - vehicles				Blades for tractor & mower

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
P07994 Total:		555.52		
Martin Implement Sales In		555.52		
MBS Identification				
MBS				
24694	6/4/2017	125.00	0.00	06/20/2017
205-560-515-5640 Computer supplies				Pass cards for Aquatic Center
24694 Total:		125.00		
MBS Identification Total:		125.00		
McKenna Automotive				
MCKENNA				
15255	6/5/2017	45.00	0.00	06/20/2017
101-440-513-5480 R&M - vehicles				Hydraulic Hose for Sweeper #2
15255 Total:		45.00		
McKenna Automotive Tota		45.00		
Metal Supermarkets				
METALSUP				
1004653	6/5/2017	156.13	0.00	06/20/2017
205-430-515-5730 Program supplies				Steel for Parks & Recreation sign
1004653 Total:		156.13		
Metal Supermarkets Total:		156.13		
Morton Grove Automotive West				
MORTONG				
57210	6/5/2017	195.00	0.00	06/20/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
101-440-513-5480 R&M - vehicles				Alternator test for Sweeper #2
57210 Total:		195.00		
Morton Grove Automotive		195.00		
Napravnik, Susan				
NAPRAVSU				
060817	6/8/2017	56.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Class
060817 Total:		56.00		
Napravnik, Susan Total:		56.00		
Rondout Service Center				
RONDOUT				
10295	4/5/2017	211.50	0.00	06/20/2017
101-440-513-5480 R&M - vehicles				Safety lane inspection for PW trucks
10295 Total:		211.50		
95174	4/10/2017	94.00	0.00	06/20/2017
101-440-513-5480 R&M - vehicles				Safety lane inspection for PW trucks
95174 Total:		94.00		
9847	5/8/2017	35.00	0.00	06/20/2017
101-440-513-5480 R&M - vehicles				Safety lane inspection
9847 Total:		35.00		
Rondout Service Center To		340.50		
Sircher, Meghan				
SIRCHER				
060717	6/7/2017	1,211.00	0.00	06/20/2017

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
205-000-210-2430 Parks and Recs Control Deposi				Refund - Summer Programming
060717 Total:		1,211.00		
Sircher, Meghan Total:		1,211.00		
Sunburst Sportswear Inc				
SUNBURST				
116816	6/6/2017	149.50	0.00	06/20/2017
205-560-515-5730 Program supplies				Aquatic Center hats
116816 Total:		149.50		
116926	6/6/2017	177.76	0.00	06/20/2017
205-520-515-5799 Other materials & supplies				Club Kid staff uniforms
116926 Total:		177.76		
116927	6/6/2017	11.68	0.00	06/20/2017
205-505-515-5730 Program supplies				Park patrol shirts
116927 Total:		11.68		
116928	6/6/2017	243.75	0.00	06/20/2017
205-530-515-5730 Program supplies				Day Camp staff hats
116928 Total:		243.75		
11925	6/6/2017	78.90	0.00	06/20/2017
205-560-515-5730 Program supplies				Aquatic Center polos
11925 Total:		78.90		
Sunburst Sportswear Inc To		661.59		
Trandai, Michelle				
TRANDAI				
060817	6/8/2017	100.00	0.00	06/20/2017
205-000-210-2430 Parks and Recs Control Deposi				Refund - Class

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
060817 Total:		100.00		
Trandai, Michelle Total:		100.00		
United Dispatch, LLC				
303				
40325	6/1/2017	45.00	0.00	06/20/2017
205-570-515-5280 Subsidized taxi program				Taxi coupon - May
40325 Total:		45.00		
United Dispatch, LLC Tota		45.00		
Vollmar Clay Products Company				
VOLLMER				
173438	5/17/2017	619.00	0.00	06/20/2017
101-440-513-5730 Program supplies				Parking stops, off set cones
173438 Total:		619.00		
Vollmar Clay Products Com		619.00		
Wholesale Direct Inc				
WHOLESAL				
227926	6/1/2017	122.62	0.00	06/20/2017
101-440-513-5480 R&M - vehicles				Trailer jack for stump grinder
227926 Total:		122.62		
Wholesale Direct Inc Total		122.62		
Yoshimura, Natalie				
YOSHIMUR				
060817	6/8/2017	2,150.00	0.00	06/20/2017

Invoice Number / Account Number	Invoice Date	Amount	Quantity	Payment Date / Description
205-000-210-2430 Parks and Recs Control Deposi				Refund - Classes
060817 Total:		2,150.00		
Yoshimura, Natalie Total:		2,150.00		
Report Total:		152,660.99		

Return to VB Agenda

Request For Board Action

REFERRED TO BOARD: June 20, 2017 **AGENDA ITEM NO: 1**

ORIGINATING DEPARTMENT: Police

SUBJECT: Approval of a Recommendation by the Traffic Commission to Adopt an Ordinance to Amend Chapter 7, Article 2, Sections 12 and 15 of the Village Code Pertaining to Restricting Parking on the North Side of Devon Avenue between Christiana Avenue and St. Louis Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On May 25, 2017, the Traffic Commission considered restricting parking on the north side Devon Avenue between Christiana and St. Louis Avenues. The request was made by IDOT Traffic Engineer Jim Stoner. Staff recommended restricting parking between the hours of 8:00 a.m. and 6:00 p.m. on Devon Avenue between Christiana and St. Louis Avenues to two hours to minimize long term parking. Long term parking generally leads to limiting the line-of-sight for motorists traveling on roadways intersecting with Devon Avenue. Staff also recommended prohibiting parking on Devon Avenue from a point 122 feet east of the east curb line of Kimball Avenue to 152 feet east of the east curb line of Kimball Avenue to improve the line of sight for motorists exiting 3366 - 68 W. Devon Avenue.

The restricted parking request was initiated as an attempt to limit the impact that long term parking on Devon Avenue has on motorists traveling southbound on Christiana, Kimball, Trumbull, and St. Louis Avenues.

Meeting notification letters were mailed to the businesses located on Devon between Christiana and St. Louis Avenues. Two members of the public attended the meeting and three submitted letters. Mr. Mark Amhad of Century 21 spoke in support of the request. Ms. Susan Ward, a resident, stated the limousine drivers are Lincolnwood residents. Rabbi Yehuda Polstein, Executive Director of Madraigos Midwest located at 3366 W. Devon Avenue; representatives from Eye on Devon located at 3368 W. Devon Avenue; and Mr. Hubert Rance of Prudential Realty Co., Inc. located at 3520 Devon Avenue all submitted letters supportive of restricting parking on Devon Avenue.

After review and discussion, Commissioner Troiani made a motion to restrict parking on Devon Avenue between Christiana and St. Louis Avenue to two hours. Commissioner Costantino seconded. The motion was unanimously approved.

A second motion was made by Commissioner Bonner to restrict parking 30' east of the private drive into Eyes on Devon located at 3368 W. Devon Avenue. Commissioner Troiani seconded. The motion was unanimously approved.

FINANCIAL IMPACT:

$100.00 for Signage and Paint

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. May 25, 2017 Traffic Commission Meeting Minutes and Letters from Businesses Draft
3. May 25, 2017 Traffic Commission PowerPoint Presentation
4. GIS Map of 30' Section to be Designated "No Parking Anytime."

RECOMMENDED MOTION:

Move to approve a recommendation by the Traffic Commission to adopt an Ordinance to amend Chapter 7, Article 2, Sections 12 and 15 of the Village Code pertaining to restricting parking on the north side of Devon Avenue between Christiana Avenue and St. Louis Avenues.

Return to VB Agenda

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-____

AN ORDINANCE AMENDING SECTIONS 7-2-12 AND 7-2-15 (PROHIBITED AND RESTRICTED PARKING) OF THE MUNICIPAL CODE OF LINCOLNWOOD

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

Return to VB Agenda

ORDINANCE NO. 2017-___

AN ORDINANCE AMENDING SECTIONS 7-2-12 AND 7-2-15 (PROHIBITED AND RESTRICTED PARKING) OF THE MUNICIPAL CODE OF LINCOLNWOOD

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

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

WHEREAS, pursuant to Section 7-2-12 of the Municipal Code of Lincolnwood, as amended (***"Village Code"***), vehicular parking is prohibited on certain designated streets within the Village; and

WHEREAS, pursuant to Section 7-2-15 of the Village Code, vehicular parking is restricted on certain designated streets within the Village; and

WHEREAS, the Village Traffic Commission has unanimously recommended that the Village Board amend (i) Section 7-2-12 of the Village Code to prohibit parking on the north side of Devon Avenue between a point 122 feet east of the east curbline of Kimball Avenue and a point 152 feet east of such curbline; and (ii) Section 7-2-15 of the Village Code to prohibit parking for more than two hours between the hours of 8:00 a.m. and 6:00 p.m., on any day except Sunday, on the north side of Devon Avenue between Christiana Avenue and St. Louis Avenue (collectively, the ***"Recommended Parking Restrictions"***); and

WHEREAS, the President and the Board of Trustees desire to amend Sections 7-2-12 and 7-2-15 of the Village Code to reflect the Recommended Parking Restrictions; and

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

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

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

SECTION 2. AMENDMENT OF VILLAGE CODE. Section 7-2-12 of the Village Code is hereby amended further to read as follows:

"7-2-12: PROHIBITED PARKING:

It shall be unlawful to stop, stand or park a motor vehicle at any time on the following designated streets, or portions thereof, within the corporate limits of the Village:

* * *

Street	Side	Location
Devon Avenue	North	Between Lincoln Avenue and Longmeadow Avenue
Devon Avenue	**North**	**From a point 122 feet east of the east curbline of Kimball Avenue to a point 152 feet east of the east curbline of Kimball Avenue**

* * *"

SECTION 3. AMENDMENT OF VILLAGE CODE. Section 7-2-15 of the Village Code is hereby amended further to read as follows:

"7-2-15: RESTRICTED PARKING.

It shall be unlawful to stop, stand or park a motor vehicle on the following designated streets at the following times designated:

* * *

(H) Between the hours of 8:00 a.m. and 6:00 p.m. on any day except Sunday, it shall be unlawful for any person to stand or park any motor vehicle continuously at the same place for more than two hours on the following streets in the Village:

North side of Devon Avenue between 3318 and 3320 Devon Avenue

North side of Devon Avenue between Christiana Avenue and St. Louis Avenue

Both sides of Karlov Avenue from Lincoln Avenue to the first alley between 6855 Karlov Avenue and 6849 Lincoln Avenue

Both sides of Trumbull Avenue between Devon Avenue and the north alley of Devon Avenue

* * *"

SECTION 4. ERECTION OF SIGNS. Pursuant to 7-2-21(B) of the Village Code, the Village Department of Public Works is hereby directed and authorized to install appropriate signs that regulate traffic and parking in accordance with the amendments set forth in Section 2 of this Ordinance.

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

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this _____ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this _____ day of _____, 2017.

_____
Barry Bass, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office the
_____ day of _____, 20___.

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

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

Return to VB Agenda

Excerpt from Draft May 25, 2017 Traffic Commission Minutes

1. New Business

   a. Consideration of a Request for Restricted Parking on the north side of Devon Avenue between Christiana Avenue and St. Louis Avenue

      Chief LaMantia provided a brief PowerPoint presentation overviewing the topic and stated staff recommended restricting parking on Devon Avenue from Christiana Avenue to St. Louis Avenue to two hours from 8:00 a.m. to 6:00 p.m. to limit long term parking which generally leads to limiting the line of sight for vehicles traveling southbound on Christiana Avenue, Kimball Avenue, Trumbull Avenue and St. Louis Avenue. Chief LaMantia also recommended prohibiting parking on Devon Avenue, 30' to the east of the private entrance to Eye on Devon, 3368 W. Devon Avenue.

      Mr. Jim Stoner, IDOT Representative initiated the request on the adverse impact long term parking on Devon creates on traffic traveling southbound on Christiana, Kimball, Trumbull, and St. Louis. He further recommended indented parking on Devon as is the case between McCormick and Christiana, but realizes that will have to wait until the Devon Ave. Streetscape Project is completed in 2018.

      Meeting notification letters were mailed to all of the businesses located on Devon Avenue between Christiana Avenue and St. Louis Avenue. Two persons attended the meeting and three submitted letters.

      Mr. Mark Amhad of Century 21 spoke in support of the request.

      Ms. Susan Ward stated the limousine drivers are Lincolnwood residents.

      Rabbi Yehuda Polstein, Executive Director of Madraigos Midwest, 3366 submitted a letter supportive of restricting parking on Devon Avenue.

      Representatives from Eye on Devon submitted a letter supportive of restricting parking on Devon Avenue.

      Mr. Hubert Rance of Prudential Realty Co., Inc. submitted a letter supportive of restricting parking on Devon Avenue.

      Commissioner Bonner made a motion to restrict parking 30' east of the private drive into Eyes on Devon located at 3368 W. Devon Avenue. Commissioner Troiani seconded. The motion was unanimously approved.

      Commissioner Troiani made a motion to restrict parking on Devon Avenue between Christiana Avenue and St. Louis Avenue to two hours. Commissioner Costantino seconded. The motion was unanimously approved.

Return to VB Agenda

Village of Lincolnwood

Traffic Commission Meeting

May 25, 2017

Return to VB Agenda

Request for 3-Hour Restricted Parking – North Side of Devon Avenue from Christiana to Drake



Request for 3-Hour Restricted Parking - Devon and Christiana Facing East

Return to VB Agenda



Request for 3-Hour Restricted Parking – Devon and Christiana Facing West

Return to VB Agenda



Request for 3-Hour Restricted Parking – Parking Lot Exit 3300 Devon Avenue

Return to VB Agenda



Request for 3-Hour Restricted Parking – Devon and Kimball Facing East

Return to VB Agenda



Request for 3-Hour Restricted Parking – Devon and Kimball Facing West

Return to VB Agenda



Request for 3-Hour Restricted Parking – Devon and Trumbull Facing East

Return to VB Agenda



Request for 3-Hour Restricted Parking – Devon and Trumbull Facing West

Return to VB Agenda



Request for 3-Hour Restricted Parking – Devon and St. Louis Facing East

Return to VB Agenda



Request for 3-Hour Restricted Parking – Devon and St. Louis Facing West

Return to VB Agenda



Request for 3-Hour Restricted Parking – Devon and Drake Facing East

Return to VB Agenda



Request for 3-Hour Restricted Parking – Devon and Drake Facing West

Return to VB Agenda



Request for 3-Hour Restricted Parking

Return to VB Agenda



Request for 3-Hour Restricted Parking

Return to VB Agenda



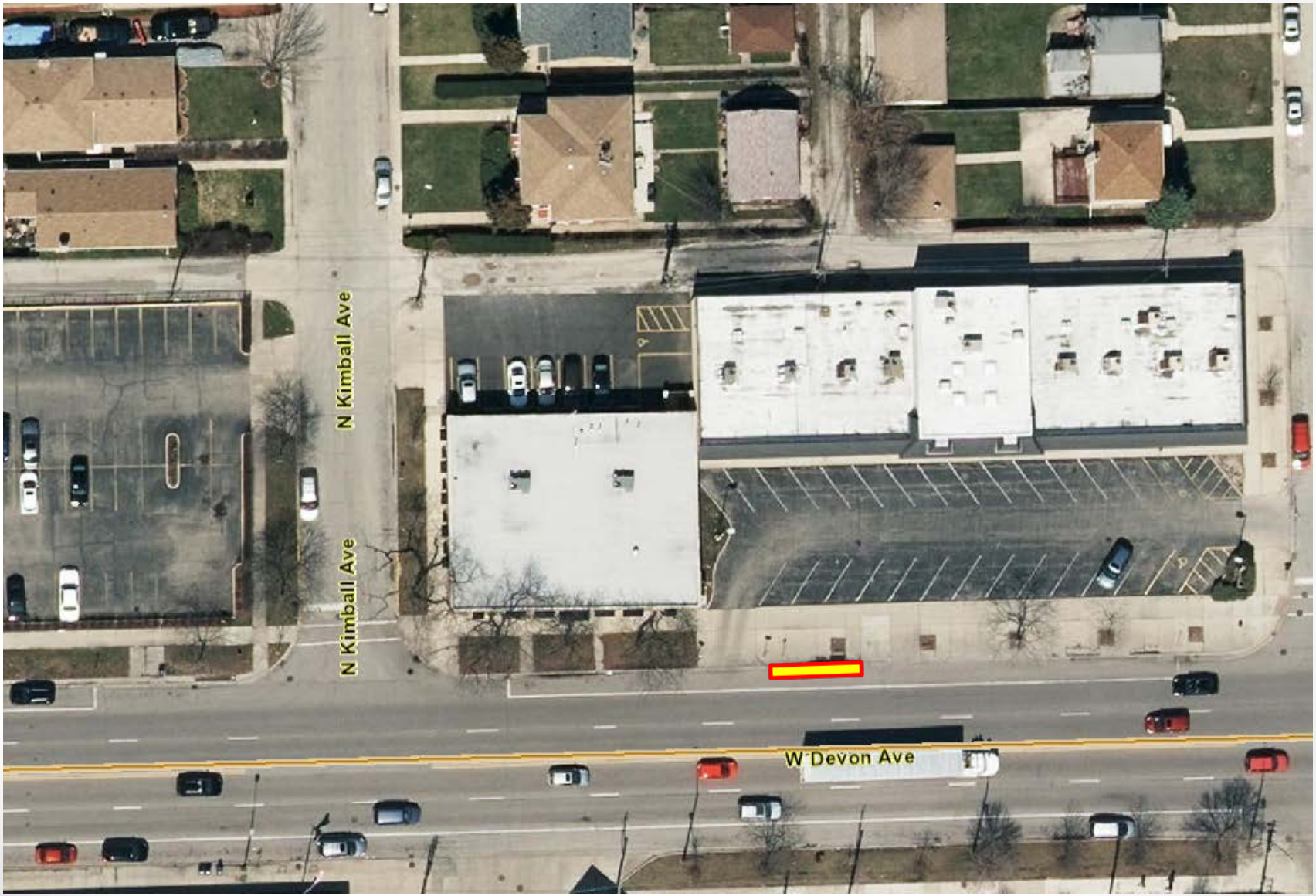
Request for 3-Hour Restricted Parking

Return to VB Agenda



Return to VB Agenda

Request for Restricted Parking – Devon Avenue Between Christiana and Kimball



Return to VB Agenda

Request For Board Action

REFERRED TO BOARD: June 20, 2017 **AGENDA ITEM NO: 2**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: **Approval of a Resolution to Purchase Two 2017 Ford F-250 XL and One Ford F-350 XL Pick-up Trucks through the Northwest Municipal Conference Suburban Purchasing Cooperative Program, Contracts #142 and #143 from Currie Motors of Frankfort, Illinois in the Amount of $102,206**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Public Works Department utilizes pick-up trucks on a daily basis for transporting employees, equipment, and materials to work sites across the community, as well as for snow removal during the winter. Replacement of Public Works' Trucks 47, 48, and 49 was discussed during the Fiscal Year 2017/18 budget workshop, which ultimately included funding to replace the referenced trucks. Truck 47 is a 2004 Ford F-150 with over 76,000 miles, and serves as the Water System Operators' primary vehicle. Truck 48 is a 2004 Ford F-150 with over 74,000 miles, and is used by the Parks and Buildings Division for park maintenance, and by the Village mailman. Truck 49 is a 2003 Chevrolet pick-up truck with over 53,500 miles and is used by the Forestry Division to transport materials and debris by employees maintaining the Village's alleys and urban forest. Truck 49 also serves as a backup vehicle for snow removal operations.

Replacement of the trucks is in accordance with the American Public Works Association's (APWA) recommendation of replacing vehicles every 12-15 years as a best management practice. Trucks 47 and 48 are each "Heritage" models, meaning they are 2004 Ford Trucks built on 2003 bodies, which makes locating parts difficult for the Vehicle Maintenance Division. The duties of the Water System Operator require access to the Village's computer databases, and therefore, Truck 47 serves as a mobile office; however, it is not equipped with air conditioning, causing computers and other meter equipment to overheat during the summer. Both Truck 47 and 48 have rust throughout the body as well as tears in the interior upholstery. Truck 49 has a hole rusted through the passenger side floor, which is currently patched with a street sign, as well as head and tail lights that are being held together with zip ties. All three vehicles have exhibited mechanical problems including ignition failures, braking system problems, and steering problems.

The Northwest Municipal Conference's Suburban Purchasing Cooperative (SPC) offers competitively bid vehicle contracts for use by its member communities. The contracts allow the Village to purchase and equip new vehicles with the proper equipment needed for each Division to efficiently fulfill their duties, including safety equipment such as backup cameras, backup alarms, and additional LED strobe lighting. Truck 47 will be a 2017 Ford F-250 XL that will include four-wheel drive and a snow plow, and will be purchased from Currie Motors at a cost of $34,139. Truck 48 will be a 2017 Ford F-350 XL that

will be configured to support a "V" style snow plow, include four-wheel drive, and an eight foot bed to mount a salt spreader for maintaining recreation paths. Truck 48 will be purchased from Currie Motors at a cost of $32,734. Truck 49 will be a 2017 Ford F-250 XL that will include a front bumper winch, four-wheel drive, and a lift gate, and will be purchased from Currie Motors at a cost of $35,333. Additional features will be purchased for each vehicle from other vendors that have offered more competitive pricing.

Following receipt of the new vehicles, the current trucks will be declared surplus and auctioned through the Northwest Municipal Conference.

FINANCIAL IMPACT:
A total of $115,350 has been budgeted in the Fiscal Year 2017/2018 General and Water/Sewer Funds for the purchase and outfitting of three new pick-up trucks.

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Currie Motors Contract Quotes

RECOMMENDED MOTION:
Move to approve a Resolution authorizing the purchase of two 2017 Ford F-250 XLs and one 2017 Ford F-350 XL from Currie Motors Fleet of Frankfort, IL in the amount of $102,206.

Return to VB Agenda

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO 2017 FORD F-250 XLs AND ONE 2017 FORD F-350 XL FROM CURRIE MOTORS FLEET OF FRANKFORT, ILLINOIS IN THE AMOUNT OF $102,206

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

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

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

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

WHEREAS, the SPC sought bids for the award of a contract for the purchase of 2017 Ford F-250 XL and F-350 XL pick-up trucks (***"Purchase Contract"***); and

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

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to purchase two 2017 Ford F-250 XL pick-up trucks and one 2017 Ford F-350 pick-up truck from Currie through the SPC, in the amount of $102,206;

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

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

SECTION 2. APPROVAL OF PURCHASE. The President and Board of Trustees hereby approve the purchase of two 2017 Ford F-250 XL pick-up trucks and one 2017 Ford F-350 pick-up truck from Currie through the SPC, in the amount of $102,206 in accordance with the SPC Purchase Contract.

SECTION 3. EXECUTION OF REQUIRED DOCUMENTATION. The Village Manager and the Village Clerk are hereby authorized to execute and attest, on behalf of the Village, all documents necessary to complete the purchase authorized pursuant to Section Two of this Resolution.

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

PASSED this ___ day of _____, 2017.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2017.

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

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

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

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Truck 47

SPC
SUBURBAN PURCHASING
COOPERATIVE

ALL NEW
2017 FORD F-250
XL 4X2 PICK UP
Contract# 142



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Your Full-Line Municipal Dealer
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SUBURBAN PURCHASING
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Currie Motors Frankfort

SPC Contract Winner

ALL NEW

2017 FORD F-250

XL 4x2 PICK UP

Call Tom Sullivan (815) 464-9200

Standard Package: $20,198.00

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

6.2L 2 Valve Gasoline SOHC V-8 (Flex Fuel)
6-Speed Automatic w/ Select Shift
4-Wheel Disc Brakes
Front/Rear Black Painted Bumpers
Solar Tint Glass
Tailgate-Removable w/ Key Lock
3-Blink Lane Change Signal
Front Tow Hooks
Trailer Tow Package
Trailer Sway Control
17" Argent Steel Wheels
5 - LT245/75Rx17EBSW Tires
8' Bed Pickup Box Lamp
157 Amp Heavy Duty Alternator
650 CCA 72AH Battery
Oil minder System
Twin I-Beam Front Axle w. coil spring suspension
H.D. Gas Shock Absorbers
Front Stabilizer Bar
Air Conditioner – Manual
Dome Lamp
AM/FM/Clock
Manual Door Locks & Windows
Intermittent Windshield Wiper
Advance Trac with Roll Stability Control
Driver and Passenger Front & Side Airbag/Curtain
Passenger Side Deactivation Switch
Free delivery within 50 miles of dealership

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Options – Body Style

✓		Super Cab with 6 ¾' Bed	2370.00
☐		Crew Cab with 6 ¾' Bed	3440.00
☐		8' Bed Up Grade (Supercab/Crewcab Only)	262.00
☐	66D	Pick Up Box Delete (Spare Tire Optional)	-500.00

Options – Powertrain

✓		6.2L V8 with 6-speed Automatic	N/C
☐		6.7L OHV Power Stroke Diesel	7908.00
✓		4x4 with Manual Transfer Case	2875.00
☐		Limited Slip Axle	359.00
☐	98F	Gaseous Prep (does not include Conversion)	289.00
☐	62R	PTO Provision (available with 6.7L Engine)	239.00
☐	213	Electronic Shift On the Fly (requires 4x4 with manual transfer case)	158.00
☐	41H	Engine Block Heater	64.00
☐		Engine Idle Shut Down (N/A with reverse sensing)	231.00
☐	67B	Dual Extra Duty Alternators (requires Diesel Motor)	105.00
☐	67E	Extra Heavy Duty Alternator	79.00
☐	98R	Operator Command Regeneration (requires Diesel Motor)	231.00
☐		Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor	1,105.00
☐		Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep	1,940.00

Options – Wheels/Tires

☐	64W	17" Sparkle Silver Painted Cast Aluminum Wheels	552.00
☐	TBK	LT245/75Rx17E BSW A/S (4x2)	STD
✓	TD8	LT245/75Rx17E BSW A/S Plus (4x4)	STD
☐	TBM	LT245/75Rx17E BSW A/T	152.00
☐	TDX	LT275/70Rx18E BSW A/T Plus (Requires 17S STX Appearance Pkg)	152.00
☐	512	Full Size Spare with Box Delete	272.00
☐	51X	Spare Tire Delete with Pickup	-73.00

Options - Functional

☐	41P	Skid Plates Not Available with Box Delete	92.00
☐	874	Ultimate Trailer Tow Camera System ▪ Rear View Camera ▪ Rear CHMSL Camera ▪ 360° Camera System ▪ Reverse Guidance Requires Power Equipment Group, XL Value Group, & SYNC 3	653.00
✓	592	LED Roof Marker Lights	73.00
☐	85G	Tailgate Step	345.00

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☑ 85S	Tough Bed Spray-In Liner	456.00
☐ 43B	Rear Defroster (requires privacy glass)	56.00
☐ 924	Privacy Glass	27.00
☐ 52B	Trailer Brake Controller	249.00

Options - Groups/Packages

☑ 96V	**XL Value Package** ▪ Cruise Control ▪ AM/FM/CD/Clock	663.00
☐ 17S	**STX Appearance Package** ▪ Bright Chrome Grille ▪ Chrome Front / Rear Bumpers ▪ STX Vent Badge ▪ 18" Sparkle Cast Aluminum Wheels (SRW Only) ▪ LT275/65Rx18E BSW Tires	1085.00
☐ 90L	**Power Equipment Group** ☐ Regular Cab: ☐ Crew/Super: ▪ Heated power mirrors with integrated clearance lamps/turn signals ▪ Perimeter Alarm ▪ Accessory Delay ▪ Power Windows/Locks/Tailgate Lock ▪ Remote Keyless ▪ Upgraded door trim	841.00 1035.00
☐ 17X	**Fx4 Off Road Package** ▪ Hill Descent Control ▪ Rancho Branded Shocks ▪ Transfer Case & Fuel Tank Skid Plates N/A with Pickup Box Delete Requires 4x4, All Terrain Tires and locking differential	272.00
☑ 473	**Snow Plow Prep Package** (Requires 4x4) ▪ Upgraded Front Springs ▪ Extra Heavy-Duty Alternator	79.00
☐ 47B	**Snow Plow/Camper Package (N/A with Box Delete)** ▪ Upgraded front springs for snow plow ▪ Extra Heavy Duty Alternator ▪ Rear Auxiliary Springs ▪ Rear Stabilizer Bar (SRW Only) ▪ Slide-In Camper Certification	225.00
☐ 535	**F250 Trailer Tow Package** – High Capacity (Requires Diesel Motor) ▪ Increased GCW to 25700 LBS ▪ Max Front Springs ▪ Upgraded Axle	1039.00
☐ 67H	Heavy Service Front Suspension – Heavy Service Front Springs	115.00

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Options – Interior

☑ 43C	110V/400W Outlet	69.00
☐ 41A	Rapid Heat Supplemental Cab Heater (requires Diesel Motor)	231.00
☐ 18A	Up fitter Interface Module for PTO Programming	272.00
☐ 66B	Box Link – 4 Premium Locking Cleats N/A with Box Delete	69.00
☐ 76Z	Advanced Security Pack ▪ Securilock ▪ Passive Anti-Theft ▪ Inclination/Intrusion Sensors	56.00
☐ 66L	LED Box Lighting Not Available with CHMSL Rear Camera	56.00
☐ 53W	5th Wheel Gooseneck Prep	341.00
☐ 18B	Platform Running Boards ☐ Regular Cab ☐ Super / Crew Cab	295.00 341.00

Options – Exterior

☐ 871	Rearview Camera – Displays in Rearview Mirror (Requires XL Value Package)	341.00
☑ 873	Rear CHMSL Camera-Displays in Center Stack (Requires XL Value Package)	184.00
☐ 76J	Remote Start (Requires Power Equipment Group)	395.00
☐ 76R	Reverse Sensing System Not Avaible with Box Delete	225.00
☑ 66S	Upfitter Switches	152.00
☐ 91M	SYNC System Requires AM/FM/CD	336.00
☐ 913	SYNC3 (Requires Ultimate Tow Camera)	105.00

Options – Fleet

☐ 17F	XL Décor Group	203.00
☐	A/C Delete (N/A with Power Equipment Groups)	-726.00
☐ 525	Cruise Control	216.00
☐ 942	Daytime Running Lights	41.00
☐ 556	Driver Passenger Side Airbags/Curtain Delete N/A 10,000 LBS or Less GVWR	-180.00
☐ 557	Front Passenger & Side Airbags/Curtains delete N/A 10,000 LBS or Less GVWR	-180.00
☐ 585	AM/FM/CD (Required with SYNC)	253.00
☐		

Options – Accessories

☐ 52R	Stow / Load Ramps	736.00
☐ 91S	LED Warning Strobes Not Available With LED Box Light	603.00
☐ 85L	Drop-In Bed Liner	323.00

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☐	61M	Wheel Well Liner	165.00
☐	85M	Bed Mat	139.00
☐	61S	Front/Rear Splash Guards	119.00
☑	76C	Back Up Alarm	128.00
☑		Rustproofing & Undercoating	395.00
☑		4 Corner Amber Strobes (Requires Upfitter Switches)	795.00
☐		8' Steel Service Body – White Finish	5,895.00
☑		7'6" Western Snow Plow	4,795.00
☐		7'6" Boss Snow Plow	4,795.00
☐		Hand Held Controller (Requires Plow)	90.00
☑		Snow Deflector	295.00
☐		Detailed CD Rom Shop Manual	325.00
☐		Delivery More than 50 Miles	185.00
☐		MSO-Only	N/C

Exterior

☐	Race Red	
☐	Blue Jeans Metallic	
☐	Caribou	
☐	Shadow Black	
☐	Magnetic	
☐	Ingot Silver Metallic	
☐	Oxford White	
☑	Special Paint (minimum 5 units. No minimum for School Bus Yellow)	612.00

Interior

☑	Steel 40/20/40 Vinyl	STD
☐	Steel 40/20/40 Cloth	85.00
☐	Steel 40/Console/40 Vinyl-**No Armrest Included** (Regular Cab Only)	303.00
☐	Steel 40/Console/40 Cloth- **No Armrest Included**	438.00

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COOPERATIVE

Please enter the following:

Agency Name & Address	Village of Lincolnwood 7001 N. Lawndale Ave Lincolnwood, IL 60712
Contact Name	Nadim Badran
Phone Number	847-675-0888
Purchase Order Number	
Fleet Identification Number	
Tax Exempt Number	E9998-1580-07
Total Dollar Amount	$34,139
Total Number of Units	1
Delivery Address	7001 N. Lawndale Ave Lincolnwood, IL 60712

Please submit P.O. & tax exempt letter with Vehicle Order:

Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan or Liz Quinn

IF WE HAVE MISSED AN OPTON, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED ON OUR WEBSITE WWW.CURRIEFLEET.COM

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ALL NEW
2017 FORD F-350
XL 4X2 PICK UP
Contract# 143



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COOPERATIVE

Currie Motors Frankfort

SPC Contract Winner

ALL NEW

2017 FORD F-350

XL 4x2 PICK UP

Call Tom Sullivan (815) 464-9200

Standard Package: $21,625.00

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

6.2L 2 Valve Gasoline SOHC V-8 (Flex Fuel)
6-Speed Automatic w/ Select Shift
4-Wheel Disc Brakes
Front/Rear Black Painted Bumpers
Solar Tint Glass
Tailgate-Removable w/ Key Lock
3-Blink Lane Change Signal
Front Tow Hooks
Trailer Tow Package
Trailer Sway Control
17" Argent Steel Wheels
5 - LT245/75Rx17EBSW Tires
8' Bed Pickup Box Lamp
157 Amp Heavy Duty Alternator
650 CCA 72AH Battery
Oil minder System
Twin I-Beam Front Axle w. coil spring suspension
H.D. Gas Shock Absorbers
Front Stabilizer Bar
Air Conditioner – Manual
Dome Lamp
AM/FM/Clock
Manual Door Locks & Windows
Intermittent Windshield Wiper
Advance Trac with Roll Stability Control
Driver and Passenger Front & Side Airbag/Curtain
Passenger Side Deactivation Switch
Free delivery within 50 miles of dealership

GOOD THRU: ORDER CUT-OFF

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SUBURBAN PURCHASING
COOPERATIVE

Options – Body Style

✓		Super Cab with 6 ¾' Bed	2370.00
		Crew Cab with 6 ¾' Bed	3440.00
✓		8' Bed Up Grade (Supercab/Crewcab Only)	262.00
	66D	Pick Up Box Delete (Spare Tire Optional)	-500.00
		Dual Rear Wheels (Requires 8' Bed)	1511.00

Options – Engine, Transmission, Powertrain

✓		6.2L V8 with 6-speed Automatic	N/C
		6.7L OHV Power Stroke Diesel	7908.00
✓		4x4 with Manual Transfer Case	2875.00
		Limited Slip Axle	359.00
	98F	Gaseous Prep (does not include Conversion)	289.00
	62R	PTO Provision (available with 6.7L Engine)	239.00
	213	Electronic Shift On the Fly (requires 4x4 with manual transfer case)	158.00
	41H	Engine Block Heater	64.00
		Engine Idle Shut Down (N/A with reverse sensing)	231.00
	67B	Dual Extra Duty Alternators (requires Diesel Motor)	105.00
	67E	Extra Heavy Duty Alternator	79.00
	98R	Operator Command Regeneration (requires Diesel Motor)	231.00
		Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor	1105.00
		Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep	1,940.00

Options – Wheels/Tires

	64W	17" Sparkle Silver Painted Cast Aluminum Wheels	552.00
	TBK	LT245/75Rx17E BSW A/S (4x2)	STD
✓	TD8	LT245/75Rx17E BSW A/S Plus (4x4)	STD
	TBM	LT245/75Rx17E BSW A/T	152.00
	TDX	LT275/70Rx18E BSW A/T Plus (Requires 17S STX Appearance Pkg)	152.00
	512	Full Size Spare with Box Delete	272.00
	51X	Spare Tire Delete with Pickup	-73.00

Options - Functional

	41P	Skid Plates Not Available with Box Delete	92.00
	874	Ultimate Trailer Tow Camera System ▪ Rear View Camera ▪ Rear CHMSL Camera ▪ 360° Camera System ▪ Reverse Guidance Requires Power Equipment Group, XL Value Group, & SYNC 3	653.00
✓	592	LED Roof Marker Lights	73.00

☑ 85G	Tailgate Step	345.00
☑ 85S	Tough Bed Spray-In Liner	456.00
☐ 43B	Rear Defroster (requires privacy glass)	56.00
☐ 924	Privacy Glass	27.00
☑ 52B	Trailer Brake Controller	249.00

Options - Groups/Packages

☑ 96V	**XL Value Package** ▪ Cruise Control ▪ AM/FM/CD/Clock	663.00
☐ 17S	**STX Appearance Package** ▪ Bright Chrome Grille ▪ Chrome Front / Rear Bumpers ▪ STX Vent Badge ▪ 18" Sparkle Cast Aluminum Wheels (SRW Only) ▪ LT275/65Rx18E BSW Tires	1085.00
☐ 90L	**Power Equipment Group** ☐ Regular Cab: ☐ Crew/Super: ▪ Heated power mirrors with integrated clearance lamps/turn signals ▪ Perimeter Alarm ▪ Accessory Delay ▪ Power Windows/Locks/Tailgate Lock ▪ Remote Keyless ▪ Upgraded door trim	841.00 1035.00
☐ 17X	**Fx4 Off Road Package** ▪ Hill Descent Control ▪ Rancho Branded Shocks ▪ Transfer Case & Fuel Tank Skid Plates N/A with Pickup Box Delete Requires 4x4, All Terrain Tires and locking differential	272.00
☑ 473	**Snow Plow Prep Package** (Requires 4x4) ▪ Upgraded Front Springs ▪ Extra Heavy-Duty Alternator	79.00
☐ 47B	**Snow Plow/Camper Package (N/A with Box Delete)** ▪ Upgraded front springs for snow plow ▪ Extra Heavy Duty Alternator ▪ Rear Auxiliary Springs ▪ Rear Stabilizer Bar (SRW Only) ▪ Slide-In Camper Certification	225.00

Options – Interior

☑ 43C	110V/400W Outlet	69.00

☐ 41A	Rapid Heat Supplemental Cab Heater (requires Diesel Motor)	231.00
☐ 18A	Up fitter Interface Module for PTO Programming	272.00
☐ 66B	Box Link – 4 Premium Locking Cleats (N/A with Box Delete)	69.00
☐ 76Z	Advanced Security Pack ▪ Securilock ▪ Passive Anti-Theft ▪ Inclination/Intrusion Sensors	56.00
☐ 66L	LED Box Lighting Not Available with CHMSL Rear Camera	56.00
☐ 53W	5th Wheel Gooseneck Prep	341.00
☑ 18B	Platform Running Boards ☐ Regular Cab ☐ Super / Crew Cab	295.00 341.00

Options – Exterior

☐ 871	Rearview Camera – Displays in Rearview Mirror (Requires XL Value Package)	341.00
☑ 873	Rear CHMSL Camera-Displays in Center Stack (Requires XL Value Package)	184.00
☐ 76J	Remote Start (Requires Power Equipment Group)	180.00
☐ 76R	Reverse Sensing System Not Available with Box Delete	225.00
☑ 66S	Upfitter Switches	152.00
☐ 91M	SYNC System (Requires AM/FM/CD)	336.00
☐ 913	SYNC3 (Requires Ultimate Tow Camera)	105.00

Options – Fleet

☐ 17F	XL Décor Group	203.00
☐	A/C Delete (N/A with Power Equipment Groups)	-726.00
☐ 525	Cruise Control	216.00
☐ 942	Daytime Running Lights	41.00
☐ 556	Driver Passenger Side Airbags/Curtain Delete N/A 10,000 LBS or Less GVWR	-180.00
☐ 557	Front Passenger & Side Airbags/Curtains delete N/A 10,000 LBS or Less GVWR	-180.00
☐ 585	AM/FM/CD (Required with SYNC)	253.00
☐		

Options – Accessories

☑ 52R	Stow / Load Ramps	736.00
☐ 91S	LED Warning Strobes Not Avaible with LED Box Light	603.00
☐ 85L	Drop-In Bed Liner	323.00
☐ 61M	Wheel Well Liner	165.00
☐ 85M	Bed Mat	139.00
☐ 61S	Front/Rear Splash Guards	119.00

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☑	76C	Back Up Alarm	128.00
☑		Rustproofing & Undercoating	395.00
☑		4 Corner Amber Strobes (Requires Upfitter Switches)	795.00
☐		8' Steel Service Body – White Finish	5,895.00
☐		8' Western Snow Plow	4,995.00
☐		8' Boss Snow Plow	4,995.00
☐		Hand Held Controller (Requires Plow)	90.00
☐		Snow Deflector	295.00
☑		Detailed CD Rom Shop Manual	325.00
☐		Delivery More than 50 Miles	185.00
☐		MSO-Only	N/C

Exterior

☐	Race Red	
☐	Blue Jeans Metallic	
☐	Caribou	
☐	Shadow Black	
☐	Magnetic	
☐	Ingot Silver Metallic	
☐	Oxford White	
☑	Special Paint (minimum 5 units. No minimum for School Bus Yellow)	612.00

Interior

☑	Steel 40/20/40 Vinyl	STD
☐	Steel 40/20/40 Cloth	85.00
☐	Steel 40/Console/40 Vinyl-**No Armrest Included** (Regular Cab Only)	303.00
☐	Steel 40/Console/40 Cloth- **No Armrest Included**	438.00

Please enter the following:

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COOPERATIVE

Agency Name & Address	Village of Lincolnwood 7001 N. Lawndale Ave. Lincolnwood, IL 60712
Contact Name	Nadim Badran
Phone Number	847-675-0888
Purchase Order Number	
Fleet Identification Number	
Tax Exempt Number	E9998-1580-07
Total Dollar Amount	$32,734
Total Number of Units	1
Delivery Address	7001 N. Lawndale Lincolnwood, IL 60712

Please submit P.O. & tax exempt letter with Vehicle Order:

Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan or Liz Quinn

IF WE HAVE MISSED AN OPTON, PLEASE CONTACT OUR OFFICE.
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Truck 49

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ALL NEW
2017 FORD F-250
XL 4X2 PICK UP
Contract# 142



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Currie Motors Frankfort

SPC Contract Winner

ALL NEW

2017 FORD F-250

XL 4x2 PICK UP

Call Tom Sullivan (815) 464-9200

Standard Package: $20,198.00

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

6.2L 2 Valve Gasoline SOHC V-8 (Flex Fuel)
6-Speed Automatic w/ Select Shift
4-Wheel Disc Brakes
Front/Rear Black Painted Bumpers
Solar Tint Glass
Tailgate-Removable w/ Key Lock
3-Blink Lane Change Signal
Front Tow Hooks
Trailer Tow Package
Trailer Sway Control
17" Argent Steel Wheels
5 - LT245/75Rx17EBSW Tires
8' Bed Pickup Box Lamp
157 Amp Heavy Duty Alternator
650 CCA 72AH Battery
Oil minder System
Twin I-Beam Front Axle w. coil spring suspension
H.D. Gas Shock Absorbers
Front Stabilizer Bar
Air Conditioner – Manual
Dome Lamp
AM/FM/Clock
Manual Door Locks & Windows
Intermittent Windshield Wiper
Advance Trac with Roll Stability Control
Driver and Passenger Front & Side Airbag/Curtain
Passenger Side Deactivation Switch
Free delivery within 50 miles of dealership

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Options – Body Style

☑		Super Cab with 6 ¾' Bed	2370.00
☐		Crew Cab with 6 ¾' Bed	3440.00
☑		8' Bed Up Grade (Supercab/Crewcab Only)	262.00
☐	66D	Pick Up Box Delete (Spare Tire Optional)	-500.00

Options – Powertrain

☐		6.2L V8 with 6-speed Automatic	N/C
☐		6.7L OHV Power Stroke Diesel	7908.00
☑		4x4 with Manual Transfer Case	2875.00
☑		Limited Slip Axle	359.00
☐	98F	Gaseous Prep (does not include Conversion)	289.00
☐	62R	PTO Provision (available with 6.7L Engine)	239.00
☐	213	Electronic Shift On the Fly (requires 4x4 with manual transfer case)	158.00
☐	41H	Engine Block Heater	64.00
☐		Engine Idle Shut Down (N/A with reverse sensing)	231.00
☐	67B	Dual Extra Duty Alternators (requires Diesel Motor)	105.00
☑	67E	Extra Heavy Duty Alternator	79.00
☐	98R	Operator Command Regeneration (requires Diesel Motor)	231.00
☐		Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor	1,105.00
☐		Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep	1,940.00

Options – Wheels/Tires

☐	64W	17" Sparkle Silver Painted Cast Aluminum Wheels	552.00
☐	TBK	LT245/75Rx17E BSW A/S (4x2)	STD
☑	TD8	LT245/75Rx17E BSW A/S Plus (4x4)	STD
☐	TBM	LT245/75Rx17E BSW A/T	152.00
☐	TDX	LT275/70Rx18E BSW A/T Plus (Requires 17S STX Appearance Pkg)	152.00
☐	512	Full Size Spare with Box Delete	272.00
☐	51X	Spare Tire Delete with Pickup	-73.00

Options - Functional

☐	41P	Skid Plates Not Available with Box Delete	92.00
☐	874	Ultimate Trailer Tow Camera System ▪ Rear View Camera ▪ Rear CHMSL Camera ▪ 360° Camera System ▪ Reverse Guidance Requires Power Equipment Group, XL Value Group, & SYNC 3	653.00
☑	592	LED Roof Marker Lights	73.00
☐	85G	Tailgate Step	345.00

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☐ 85S	Tough Bed Spray-In Liner	456.00
☐ 43B	Rear Defroster (requires privacy glass)	56.00
☐ 924	Privacy Glass	27.00
☑ 52B	Trailer Brake Controller	249.00

Options - Groups/Packages

☑ 96V	**XL Value Package** ▪ Cruise Control ▪ AM/FM/CD/Clock	663.00
☐ 17S	**STX Appearance Package** ▪ Bright Chrome Grille ▪ Chrome Front / Rear Bumpers ▪ STX Vent Badge ▪ 18" Sparkle Cast Aluminum Wheels (SRW Only) ▪ LT275/65Rx18E BSW Tires	1085.00
☐ 90L	**Power Equipment Group** ☐ Regular Cab: ☐ Crew/Super: ▪ Heated power mirrors with integrated clearance lamps/turn signals ▪ Perimeter Alarm ▪ Accessory Delay ▪ Power Windows/Locks/Tailgate Lock ▪ Remote Keyless ▪ Upgraded door trim	841.00 1035.00
☐ 17X	**Fx4 Off Road Package** ▪ Hill Descent Control ▪ Rancho Branded Shocks ▪ Transfer Case & Fuel Tank Skid Plates N/A with Pickup Box Delete Requires 4x4, All Terrain Tires and locking differential	272.00
☐ 473	**Snow Plow Prep Package** (Requires 4x4) ▪ Upgraded Front Springs ▪ Extra Heavy-Duty Alternator	79.00
☐ 47B	**Snow Plow/Camper Package (N/A with Box Delete)** ▪ Upgraded front springs for snow plow ▪ Extra Heavy Duty Alternator ▪ Rear Auxiliary Springs ▪ Rear Stabilizer Bar (SRW Only) ▪ Slide-In Camper Certification	225.00
☐ 535	**F250 Trailer Tow Package** – High Capacity (Requires Diesel Motor) ▪ Increased GCW to 25700 LBS ▪ Max Front Springs ▪ Upgraded Axle	1039.00
☐ 67H	Heavy Service Front Suspension – Heavy Service Front Springs	115.00

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Options – Interior

☑ 43C	110V/400W Outlet	69.00
☐ 41A	Rapid Heat Supplemental Cab Heater (requires Diesel Motor)	231.00
☐ 18A	Up fitter Interface Module for PTO Programming	272.00
☐ 66B	Box Link – 4 Premium Locking Cleats N/A with Box Delete	69.00
☐ 76Z	Advanced Security Pack ▪ Securilock ▪ Passive Anti-Theft ▪ Inclination/Intrusion Sensors	56.00
☐ 66L	LED Box Lighting Not Available with CHMSL Rear Camera	56.00
☐ 53W	5th Wheel Gooseneck Prep	341.00
☐ 18B	Platform Running Boards ☐ Regular Cab ☐ Super / Crew Cab	295.00 341.00

Options – Exterior

☐ 871	Rearview Camera – Displays in Rearview Mirror (Requires XL Value Package)	341.00
☑ 873	Rear CHMSL Camera-Displays in Center Stack (Requires XL Value Package)	184.00
☐ 76J	Remote Start (Requires Power Equipment Group)	395.00
☐ 76R	Reverse Sensing System Not Avaible with Box Delete	225.00
☑ 66S	Upfitter Switches	152.00
☐ 91M	SYNC System Requires AM/FM/CD	336.00
☐ 913	SYNC3 (Requires Ultimate Tow Camera)	105.00

Options – Fleet

☐ 17F	XL Décor Group	203.00
☐	A/C Delete (N/A with Power Equipment Groups)	-726.00
☐ 525	Cruise Control	216.00
☐ 942	Daytime Running Lights	41.00
☐ 556	Driver Passenger Side Airbags/Curtain Delete N/A 10,000 LBS or Less GVWR	-180.00
☐ 557	Front Passenger & Side Airbags/Curtains delete N/A 10,000 LBS or Less GVWR	-180.00
☐ 585	AM/FM/CD (Required with SYNC)	253.00
☐		

Options – Accessories

☐ 52R	Stow / Load Ramps	736.00
☐ 91S	LED Warning Strobes Not Available With LED Box Light	603.00
☐ 85L	Drop-In Bed Liner	323.00

Return to VB Agenda

☐	61M	Wheel Well Liner	165.00
☐	85M	Bed Mat	139.00
☐	61S	Front/Rear Splash Guards	119.00
☑	76C	Back Up Alarm	128.00
☐		Rustproofing & Undercoating	395.00
☑		4 Corner Amber Strobes (Requires Upfitter Switches)	795.00
☐		8' Steel Service Body – White Finish	5,895.00
☐		7'6" Western Snow Plow	4,795.00
☐		7'6" Boss Snow Plow	4,795.00
☐		Hand Held Controller (Requires Plow)	90.00
☐		Snow Deflector	295.00
☐		Detailed CD Rom Shop Manual	325.00
☐		Delivery More than 50 Miles	185.00
☐		MSO-Only	N/C

Exterior

☐	Race Red	
☐	Blue Jeans Metallic	
☐	Caribou	
☐	Shadow Black	
☐	Magnetic	
☐	Ingot Silver Metallic	
☐	Oxford White	
☑	Special Paint (minimum 5 units. No minimum for School Bus Yellow)	612.00

Interior

☑	Steel 40/20/40 Vinyl	STD
☐	Steel 40/20/40 Cloth	85.00
☐	Steel 40/Console/40 Vinyl-**No Armrest Included** (Regular Cab Only)	303.00
☐	Steel 40/Console/40 Cloth- **No Armrest Included**	438.00

Additional equipmet to be purchased from Currie Motors

Front Bumper Winch - $2,570
G2 Tommy Liftgate - $3,695

Return to VB Agenda

SPC
SUBURBAN PURCHASING
COOPERATIVE

Please enter the following:

Agency Name & Address	Village of Lincolnwood 7001 N. Lawndale Ave. Lincolnwood, IL 60712
Contact Name	Nadim Badran
Phone Number	847-675-0888
Purchase Order Number	
Fleet Identification Number	
Tax Exempt Number	E9998-1580-07
Total Dollar Amount	$35,333
Total Number of Units	1
Delivery Address	7001 N. Lawndale Ave. Lincolnwood, IL 60712

Please submit P.O. & tax exempt letter with Vehicle Order:

Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan or Liz Quinn

IF WE HAVE MISSED AN OPTON, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED ON OUR WEBSITE WWW.CURRIEFLEET.COM

Return to VB Agenda

Request For Board Action

REFERRED TO BOARD: June 20, 2017 **AGENDA ITEM NO: 3**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: **Approval of an Ordinance Waiving Competitive Bidding and Accepting a Proposal from Gewalt Hamilton Associates, Inc., of Vernon Hills, Illinois, for the Provision of Design and Construction Engineering Services for Street Light Improvements on Devon Avenue, McCormick Boulevard, Cicero Avenue, and Pratt Avenue in a Total Amount Not to Exceed $90,000**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
At the January 11, 2007 Village Board Workshop regarding infrastructure improvements, staff proposed a capital improvement plan that included a street light replacement program. The program was intended to replace street lights along the Village's arterial roadways in order to meet current safety standards. On September 21, 2007 the Village Board authorized the Village Manager to execute an agreement with Gewalt Hamilton Associates, Inc. (GHA) for a Phase I Street Light Engineering Study. GHA was the Village's engineering firm at the time.

The study measured the existing photometrics, evaluated which existing lighting was adequate, assessed the current state of light emitting diode (LED) street light technology, and reviewed induction lighting options. The study focused on existing concrete street light poles on Touhy, Lincoln, Cicero, Pratt, and Crawford Avenues. McCormick Boulevard, Devon Avenue, and part of Touhy Avenue did not have street lights, but were included in the study. The study recommended a phased plan for replacement/installation.

Project	Project Area
1	Cicero Ave, Hamlin Ave, Ridgeway Ave, Morse Ave, Pratt Ave (east of Hamlin), and McCormick Blvd (north of Pratt)
2	Pratt Ave/Crawford Ave
3	Lincoln Ave (Devon to Kostner) and McCormick Blvd (Devon to Pratt)
4	Touhy Ave (west of Hamlin)*, Retrofit existing metal halide lights at Touhy/Crawford
5	Devon Ave** (west of Lincoln), Retrofit existing metal halide lights on McCormick Blvd (north of Pratt) and Cicero Ave

*The section of Lincoln Ave north of Kostner was deferred due to the potential impact of the future development of the parcel at the northeast corner of Lincoln and Touhy Avenues.
**The section of Devon Ave east of Lincoln Ave will be completed as part of the Devon Avenue Enhancement Project, which is currently scheduled for construction in 2018.

Projects #1-#4 have been completed. On February 7, 2017 the Village Board provided direction to staff to install street lights on Devon Avenue between Lincoln Avenue and Longmeadow Avenue, while gapping the area adjacent to the Bryn Mawr Country Club. The savings from not installing lights in this area were to be used for retrofitting the existing metal halide lights on McCormick Boulevard north of Pratt Avenue and on Cicero Avenue. When these lights were installed, LED fixtures were not allowed on Illinois Department of Transportation (IDOT) roadways. In addition, pedestrian style lights will be installed on Pratt Avenue near the two new recreation path crossings.

The Village Board has previously approved proposals from GHA to provide professional civil engineering services for the design and construction management of the street light replacement program. The most recent was executed in 2010 and was a multi-year contract for the design and construction management of projects on McCormick Boulevard and Crawford, Lincoln, Devon, and Touhy Avenues. During the course of designing these projects, it was decided to include the retrofit of the existing metal halide lights at the intersection of Touhy and Crawford Avenues. In addition, as previously discussed, the Village Board provided direction to retrofit the existing metal halide lights on McCormick Boulevard and Cicero Avenue. Each of these changes requires additional design and time spent overseeing construction. Approximately $23,500 was allocated in the original contract for design of the Devon Avenue project.

The Village has planned to use a combination of revenue from the local gas tax as well as the State Motor Fuel Tax (MFT) to fund the street light replacement program. Until recently, reserves from the local gas tax revenue have been sufficient to fund the program. The use of MFT revenue requires a higher level of paperwork to meet IDOT requirements as well as a larger number of hours devoted to onsite construction oversight. For example, the 2010 contract called for 8 hours of onsite oversight each week; where IDOT requires a minimum of 20 hours per week for an MFT project. For these reasons as well as the expansion of the program as discussed above, the 2010 contract does not provide sufficient hours for the completion of the design and construction oversight. Since the Village is using MFT revenues to fund the project, IDOT requires that new agreements be executed using their form documents.

GHA has submitted proposals for the design of the project in the amount of $25,000 and for oversight of construction in the amount of $65,000. Staff has reviewed the proposals submitted by GHA and believes that the proposed costs are appropriate based on the scope of work. GHA has performed well over the past several years designing and overseeing construction of street light projects. For these reasons, staff recommends the Village Board waive the competitive bidding processes and enter into agreements for the design and oversight of construction of street light improvements on Devon Avenue, McCormick Boulevard, Cicero Avenue, and Pratt Avenue.

FINANCIAL IMPACT:
$136,000 has been budgeted in the FY 2017/2018 Motor Fuel Tax Fund for street light engineering.

DOCUMENTS ATTACHED:
1. Proposed Ordinance
2. Proposed Preliminary Engineering Agreement
3. Proposed Construction Engineering Agreement
4. February 7, 2017 COTW Minutes

RECOMMENDED MOTION:
Move to approve an Ordinance waiving competitive bidding and accepting a proposal from Gewalt Hamilton Associates, Inc., of Vernon Hills, Illinois, for the provision of design and construction engineering services for street light improvements in a total amount not to exceed $90,000.

Return to VB Agenda

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND ACCEPTING A PROPOSAL FROM GEWALT HAMILTON ASSOCIATES, INC., OF VERNON HILLS, ILLINOIS, FOR THE PROVISION OF DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR STREET LIGHT IMPROVEMENTS IN A TOTAL AMOUNT NOT TO EXCEED $90,000

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

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

_____
Village Clerk

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND ACCEPTING A PROPOSAL FROM GEWALT HAMILTON ASSOCIATES, INC., OF VERNON HILLS, ILLINOIS, FOR THE PROVISION OF DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR STREET LIGHT IMPROVEMENTS IN A TOTAL AMOUNT NOT TO EXCEED $90,000

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 approved a multi-year project for the replacement of street lights on arterial roadways within the Village (***"Street Light Program"***), pursuant to a Phase I Street Light Engineering Study performed by Gewalt-Hamilton and Associates, Inc. of Vernon Hills, Illinois (***"Gewalt-Hamilton"***), and adopted by the Village Board of Trustees on November 6, 2008; and

WHEREAS, in order to effectively and efficiently complete the Street Light Program, the Village has determined that it will serve and be in the best interest of the Village to retain a third-party engineering firm for the provision of design and construction services for the implementation of the Street Light Program (***"Design and Construction Services"***); and

WHEREAS, the Village and Gewalt-Hamilton have previously entered into agreements for the provision by Gewalt-Hamilton of Design and Construction Services for the implementation of the first four phases of the Street Light Program; and

WHEREAS, Gewalt-Hamilton has submitted a proposal to the Village for the provision of Design and Construction Services for the implementation of the final phase of the Street Light Program, for installation of street lights along Devon Avenue and certain locations on Pratt Avenue, and retrofitting exiting street lights on Cicero Avenue and McCormick Boulevard in a total amount not to exceed $90,000 (***"Proposal"***); and

WHEREAS, Gewalt-Hamilton previously served as Village Engineer for over 16 years; and

WHEREAS, Gewalt-Hamilton is uniquely familiar with the design and condition of Village streets and of the street lights located on Village streets; and

WHEREAS, the Village President and Board of Trustees have determined that Gewalt-Hamilton is uniquely qualified to provide the Design and Construction Services in an efficient and cost-effective manner, and that is appropriate and in the best interests of the Village for Gewalt-Hamilton to provide the Design and Construction Services for the implementation of the final phase of the Street Light Program; and

WHEREAS, in order to accept the Proposal, the President and Board of Trustees have determined that it is appropriate to waive competitive bidding for the acceptance of the Proposal and the provision of the Design and Construction Services by Gewalt-Hamilton for the final phase of the Street Light Program, pursuant to Section 8-8-13 of the Municipal Code of Lincolnwood (***"Village Code"***); and

WHEREAS, the President and Board of Trustees has determined that it will serve and be in the best interests of the Village to accept the Proposal submitted by Gewalt-Hamilton for the provision of the Design and Construction Services for the implementation of the final phase of the Street Light Program;

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

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

SECTION 2. WAIVER OF COMPETITIVE BIDDING. The advertising and bidding requirements for the Proposal, and for the provision of the Design and Construction Services by Gewalt-Hamilton for the final phase of the Street Light Program, are hereby waived in accordance with Section 8-8-13 of the Village Code and the home rule powers of the Village.

SECTION 3. ACCEPTANCE OF PROPOSAL. The President and Board of Trustees hereby accept the Proposal submitted by Gewalt-Hamilton for the provision of the Design and Construction Services for the implementation of the final phase of the Street Light Program.

SECTION 4. EXECUTION OF PROPOSAL. The Village Manager and the Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Proposal and all related documentation necessary for the provision of the Design and Construction Services by Gewalt-Hamilton for the implementation of the final phase of the Street Light Program.

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

SECTION 6. EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, by a vote of two-thirds of the Board of Trustees, and approval and publication in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

PASSED this _____ day of _____, 2017.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2017.

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

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

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

#51847642_v1

Return to VB Agenda

LOCAL AGENCY		CONSULTANT	
Municipality: Village of Lincolnwood	Illinois Department of Transportation	Name: Gewalt Hamilton Associates, Inc.	
Township: Niles	**Preliminary Engineering Services Agreement For Motor Fuel Tax Funds**	Address: 625 Forest Edge Drive	
County: Cook		City: Vernon Hills	
Section: 17-00065-00-LT		State: IL	

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Devon Ave

Route 6 Length 1.25 Mi. 6600.00 FT (Structure No. N/A)

Termini Lincoln Ave to Longmeadow Avenue (excluding Bryn Mawr Country Club)

Description:
New street lights along Devon within the Village's jurisdiction, retrofit existing street lights on Cicero Ave and McCormick Blvd and new pedestrian lights at trail crossings on Pratt Avenue.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
   - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
   - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
   - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
   - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
   - e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
   - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
   - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
   - h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

i. ☒ Assist the LA in the tabulation and interpretation of the contractors' proposals

j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

   a. ☐ A sum of money equal to 0.00 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

   b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees
Under $50,000	_____ (see note)
	_____ %
	_____ %
	_____ %
	_____ %
	_____ %

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER ~~plus a five (5) percent service charge~~.

   "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

   *See attached GHA proposal #2017.M059

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.

   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under “a” above.

   By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus * percent incurred up to the time he is notified in writing of such abandonment -“actual cost” being defined as in paragraph 2 of THE LA AGREES.

5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus * percent to cover profit, overhead and readiness to serve -“actual cost” being defined as in paragraph 2 of THE LA AGREES. It is understood that “changes” as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee’s decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

*See attached GHA proposal #2017.M059

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

_____ of the
(Municipality/Township/County)

ATTEST:

By _____

_____ Clerk

(Seal)

State of Illinois, acting by and through its

_____

By _____

Title _____

Executed by the ENGINEER:

Gewalt Hamilton Associates, Inc.

625 Forest Edge Drive, Vernon Hills IL 60031

ATTEST:

By Michael T. Shrake

Title Principal

Bruce L. Shrake

By Bruce L. Shrake, PE, PTOE

Title President

Approved

_____
Date

Department of Transportation

_____
Regional Engineer

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS

625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701
www.gha-engineers.com

May 23, 2017

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

Re: Village of Lincolnwood
Street Lighting Replacement Design – Year 5
Supplemental Proposal - Professional Engineering - Design Services
GHA Proposal No. 2017.M059

Dear Mr. Letson:

Pursuant to your recent conversations with GHA staff we understand that the Village has selected “option #2” which includes the general lighting scope of improvements listed below:

- New street lights on Devon Avenue within the Village of Lincolnwood’s jurisdiction between Lincoln & Longmeadow (omitting Bryn Mawr section).
- Retrofit of existing street lights on Cicero Ave. (Devon to Jarvis) and on McCormick Blvd (Pratt to Touhy).
- New streets lights at the two path crossings on Pratt Avenue.

GHA will complete the project scope listed above in accordance with Scope of Services IIA and IIB as detailed in the August 30, 2010 agreement between the Village of Lincolnwood and GHA. In addition, pursuant to our meeting with the Illinois Department of Transportation on May 17, 2017, GHA respectfully requests supplemental professional service costs to the 2010 agreement for the following services:

- Design services for retrofitting of existing street lights on Cicero Ave and McCormick Blvd with LED lamps.
- Design services for new street lighting at the two path crossings on Pratt Avenue.
- Modifying plan format and seek IDOT BLRS approval for use of MFT funds for construction cost
- Preparation of easement exhibits (we anticipate between 6 to 10 exhibits).

Please note that the easement exhibits, will be prepared in a similar format as completed by Christopher Burke Engineering for the Touhy Avenue easements. All coordination with property owners, agreements, negotiation, legal descriptions, etc. will be completed by the Village or other parties.

Based on the supplemental scope of services, we propose a lump sum fee of **$25,000**. Invoices for our work will be submitted monthly on a time and material basis. Reimbursable expenses such as printing, messenger service, mileage etc. will be included in the lump sum fee billed.

Sincerely,
Gewalt Hamilton Associates, Inc.

Bruce L. Shrake, PE, PTOE
President

Accepted by: _____ Date: _____
President, Village of Lincolnwood

Accepted by: _____ Date: _____
Village Administrator

Accepted by: _____ Date: _____
Village Clerk

Return to VB Agenda

Municipality Village of Lincolnwood	LOCAL AGENCY	Illinois Department of Transportation **Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds**	CONSULTANT	Name Gewalt Hamilton Associates, Inc.
Township Niles				Address 625 Forest Edge Drive
County Cook				City Vernon Hills
Section 17-00065-00-LT				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____ , _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
Contractor	Company or Companies to which the construction contract was awarded

Section Description

Name Devon Ave Route 6 Length 1.25 miles Structure No. N/A

Termini Lincoln Ave to Longmeadows (excluding Bryn Mawr Country Club)

Description
New street light on Devon Avenue within the Village's jurisdiction; retrofitting of existing street lights on Cicero Ave and McCormick Blvd; and new pedestrian lights at two trail crossings on Pratt Ave.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:

   a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans.

   b. ☐ Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.

   c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.

   d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.

e. ☐ Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.

f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

NOTE Four copies to be submitted to the Regional Engineer

g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

i. ☐ Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.

j. ☐ Furnish or cause to be furnished:

(1) Proportioning and testing of concrete mixtures in accordance with the “Manual of Instructions for Concrete Proportioning and Testing” issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
(2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the “Manual of Instructions for Bituminous Proportioning and Testing” issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
(3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
(4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
(5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k. ☒ Furnish or cause to be furnished

(1) A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
   a. Continuous observation of the work and the contractor’s operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
   b. Establishment and setting of lines and grades.
   c. Maintain a daily record of the contractor’s activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
   d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
   e. Revision of contract drawings to reflect as built conditions.
   f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

NOTE: ***When Federal funds are used for construction and the ENGINEER or the ENGINEER’s assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification***.

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the PROJECT and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

a ☐ A sum of money equal to [1] _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

b. ☐ A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees
Under $50,000	_____ (see note)
	_____ %
	_____ %
	_____ %
	_____ %
	_____ %

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER ~~plus a five (5) percent service charge~~. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

[1] See attached GHA proposal #2017.CS064

Grade Classification of Employee	Hourly Rate
Principal Engineer	
Resident Construction Supervisor	
Chief of Party	
Instrument Man	
Rodmen	
Inspectors	

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until _____ . In event the services of the ENGINEER extend beyond _____ , the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

   a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
   b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
   c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
   d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

   By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus [1] _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus [1] _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.

6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

_____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

_____

_____ Clerk

By _____

(Seal)

Title:

Executed by the ENGINEER:

Gewalt Hamilton Associates, Inc.

625 Forest Edge Drive, Vernon Hills IL 60061

ATTEST:

Bruce L. Shrake

By Michael T. Shrake

Bruce L. Shrake, PE, PTOE

Title: Principal

Title: President

Approved

_____
Date

Department of Transportation

_____
Regional Engineer

Return to VB Agenda

GHA GEWALT HAMILTON ASSOCIATES, INC.
CONSULTING ENGINEERS
625 Forest Edge Drive, Vernon Hills, IL 60061
TEL 847.478.9700 ■ FAX 847.478.9701
www.gha-engineers.com

May 23, 2017

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

Re: Village of Lincolnwood
Street Lighting Replacement Design – Year 5
Supplemental Proposal - Professional Engineering – Construction Engineering Services
GHA Proposal No. 2017.CS064

Dear Mr. Letson:

Pursuant to your recent conversations with GHA staff we understand that the Village has selected "option #2" which includes the general lighting scope of improvements listed below:

- New street lights on Devon Avenue within the Village of Lincolnwood's jurisdiction between Lincoln & Longmeadow (omitting Bryn Mawr section).
- Retrofit of existing street lights on Cicero Ave. (Devon to Jarvis) and on McCormick Blvd (Pratt to Touhy).
- New streets lights at the two path crossings on Pratt Avenue.

The scope of services consists of providing the following Construction Engineering services to the Village of Lincolnwood for the above referenced project:

1. Conduct a preconstruction conference with the Village and contractor prior to commencement of construction, and prepare minutes for that meeting.
2. Provide consulting services to the Village throughout the construction process. This work would include preparing change orders, clarifying questions, and resolving problems encountered during the work.
3. During construction, review of work in progress and notify the Village of any deficiencies. A Resident Engineer will provide part-time (approximately 20 hours/week) observation during pole and conduit location and installation. Coordinate the construction sequencing with the contractor to minimize the disruption to residents and local businesses.
4. Provide the services of the Village Engineer who will oversee the general construction operation and coordinate questions and problems with the Resident Engineer and the Village.
5. Review construction drawings, as they relate to the work performed to date, and issue opinions stating whether or not the work completed through each draw was performed in conformance with the plans and specifications and is at the percent of completion being requested in the subject draw. Upon completion of construction, including any punch list items, coordinate a final inspection of the work with the Village and contractor, and issue a final opinion of the work.

Based on the supplemental scope of services, we propose a lump sum fee of **$65,000**. Invoices for our work will be submitted monthly on a time and material basis. Reimbursable expenses such as printing, messenger service, mileage etc. will be included in the lump sum fee billed.

Sincerely,
Gewalt Hamilton Associates, Inc.

Bruce L. Shrake, PE, PTOE
President

Accepted by: _____ Date: _____
President, Village of Lincolnwood

Accepted by: _____ Date: _____
Village Administrator

Accepted by: _____ Date: _____
Village Clerk

Return to VB Agenda

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

Call to Order

President Pro-Tem Elster called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:30 P.M., Tuesday, February 7, 2017, in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

Roll Call

On roll call by Village Clerk Beryl Herman the following were:
PRESENT: President Pro-Tem Elster, Trustees Bass (6:40), Cope, Patel, Spino, Klatzco
ABSENT: President Turry (connected by phone)

A quorum was present. Also present: Timothy Wiberg, Village Manager, Ashley Engelmann, Assistant Village Manager; Heather McFarland, Management Analyst; Charles Meyer, Jim Amelio, Village Engineer; Robert Merkel, Finance Director; Charles Greenstein, Village Treasurer; Steven Elrod, Village Attorney; Robert LaMantia, Chief of Police.

Approval of Minutes

Minutes of the January 17, 2017 Committee of the Whole meetings were distributed in advance of the meeting and were examined. Trustee Patel moved to approve the minutes. Trustee Cope seconded the motion. Trustee Bass abstained. The motion passed with a Voice Vote.

Regular Business

1. Discussion Concerning Any Questions on Village Board Meeting Agenda Items

Trustee Elster requested clarification regarding banner signs on Pratt. Clarification was provided.

2. Discussion Concerning the Installation of New Street Lights on Devon Avenue

This item was presented by Andrew Letson using PowerPoint.

Background

*2007 – Village Board endorsed a five year plan to replace existing concrete street light poles and expand the system on arterial roadways
*Street lights have been installed on:

- Cicero Ave (replacement)
- McCormick Blvd (new lights)
- Lincoln Ave* (replacement)
- Pratt Ave (replacement)
- Crawford Ave (replacement)
- Touhy Ave (ongoing replacement)

*Lincoln Avenue north of Kostner Ave. was omitted in anticipation of possible geometry changes due to the development of the northwest corner of Lincoln and Touhy

Devon Avenue

*Devon Avenue is scheduled to be the final street in the program
*Devon Avenue does not currently have streetlights on the Lincolnwood side of the street
*Street lights will be included in the Devon Avenue Enhancement Project between Lincoln Avenue and McCormick Blvd
*Properties west of Crawford include the Bryn Mawr Country Club and primarily R1,R2 and R3 zoning districts.

- One business is located at Devon and Cicero
- Intersection was lit as part of the Cicero Avenue Project

*Properties east of Crawford are in the B1, B2, MB and R4 zoning districts

Lights at Intersections

*January 17th COTW, staff was directed to investigate lighting only the intersections west of Crawford Avenue
*IDOT requires consistent lighting along the roadway

- Gaps in lighting must be a minimum of 500 feet
- The blocks west of Bryn Mawr are about 300 feet long
- Lighting intersections only is not allowed

*An alternative is to light signalized intersections

- Kenton Ave and Cicero Ave

Options

1. Install lights along the entire stretch of Devon Avenue between Lincoln and Longmeadow Avenues

2. Install lights along the entire stretch west of Crawford Avenue, except, along Bryn Mawr Country Club

3. Install lights between Lincoln and Crawford Avenues and at intersections with traffic signals (Kenton Ave and Cicero Ave) and the Valley Line Trail

4. No lights installed west of Crawford (except Valley Line Trail)

Cost estimates were provided for each of the four options, as were pros and cons.

Proposed Timeline

*2017 – Project Design
*2018 – Construction

Discussion ensued. Trustee Cope questioned the issue of residential nuisance. He hoped that lighting direction could be controlled so that it would not enter private homes. President Turry questioned the possibility of narrow light beams.

The bike path entrance on Devon may need extra lighting.

The consensus of the Board was to proceed with Option 2.

3. Discussion Concerning a Recommended Implementation Plan for the Recently Approved Comprehensive Plan

This item was presented by Mr. McNellis.

Comprehensive Plan – Implementation Plan
Background

*Comprehensive Plan Update process began in March 2015
*Process encompassed:

- Citizen involvement (workshops and soliciting feedback)
- Steering Committee Review
- Plan Commission Review
- Village Board review and Approval

*Village Approval – October 20, 2016
*Expected Life of Plan – 10-15 years with regular updates
*Plan contains multiple goals, directives and policies
*Implementation Plan – Timeline (discussed with pertinent departments)

All areas of implementation were exhibited.

President Pro-Tem Elster questioned whether there had ever been a plan for implementation presented to the board in the past.

Mr. Wiberg stated that this was a first. He also stated that this document was not being presented for change to the comprehensive plan, which has already been approved by the Board.

Mr. McNellis stated that this plan can be revised as time goes by.

Trustee Cope took issue with the language regarding residential development on Lincoln Avenue. He stated that it would be easy to add "case by case".

Board consensus was for staff to go back and change specific language.

It was suggested that Trustees review language.

Adjournment

At 7:30 P.M. Trustee Cope moved to adjourn Committee of the Whole, seconded by Trustee Spino. The motion passed with a Voice Vote.

Respectfully Submitted,

Beryl Herman

Beryl Herman
Village Clerk

Return to VB Agenda

Request For Board Action

REFERRED TO BOARD: June 20, 2017 **AGENDA ITEM NO: 4**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Approval of an Ordinance in Case #ZB-04-17 Approving a Fence Variation from the Zoning Code to Permit a Solid Fence Along the Rear Lot Line at 7020 North Keystone Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
Barry and Mimi Katz, Petitioners and Property Owners, seek approval of a fence Variation to install a six-foot-tall solid fence along their west property line. The proposed fence will include a five-foot-tall solid portion, with a one-foot-tall semi-open portion on top. Based on the Village's Zoning Code, this design falls within the definition of a "solid" fence.

The Petitioner is requesting approval of the solid fence primarily to provide a visual barrier between their property and an adjacent property that houses two large dogs that are kept outside. According to the Petitioner, the dogs become excited at the sight of neighbors and their pets and bark loudly. The dogs have also escaped the four-foot-tall chain link fence enclosing the yard in which the dogs are kept, posing an additional concern to the Petitioner. Section 3.13(11)a of the Village Zoning Code states that "solid fences shall not be allowed in residential districts except as provided for herein below." (This instance does not qualify under any of the exceptions provided in the Zoning Ordinance.)

At its May 17, 2017 meeting, the Zoning Board of Appeals recommended approval of the requested Variation by a 4-2 vote. (As a part of the ZBA deliberation, the original request was modified by the Applicant to include a solid fence only along the west property line.) Some Commissioners were concerned about approving a permanent Variation for a short-term issue, while others stated that Lincolnwood residents should be entitled to a quiet and peaceful neighborhood.

At its June 6, 2017 meeting, the Village Board, by a 4-0 vote, directed the Village Attorney to draft the requisite Ordinance for consideration. Attached for approval is the proposed Ordinance prepared by the Village Attorney, consistent with Village Board direction.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Ordinance

RECOMMENDED MOTION:
Move to approve an Ordinance granting a Variation from the Zoning Code to permit a solid fence along the rear lot line at 7020 North Keystone Avenue.

Return to VB Agenda

THIS SPACE FOR RECORDERS USE ONLY

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-_____

AN ORDINANCE GRANTING VARIATION
FOR THE CONSTRUCTION OF A FENCE

(7020 North Keystone Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS ___ DAY OF JUNE, 2017.

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

_____
Village Clerk

Return to VB Agenda

AN ORDINANCE GRANTING A VARIATION
FOR THE CONSTRUCTION OF A FENCE

(7020 North Keystone Avenue)

WHEREAS, Mimi Katz and Barry Katz (***"Owners"***) are the record title owners of that certain property located in the R-3 Residential District (***"R-3 District"***), commonly known as 7020 North Keystone Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance (***"Property"***); and

WHEREAS, the Property is improved with a single-family residential structure with an attached garage; and

WHEREAS, pursuant to Section 3.13(11)(a) of the "The Village of Lincolnwood Zoning Ordinance," as amended (***"Zoning Ordinance"***), solid fences are not permitted in residential districts unless otherwise provided in Section 3.13(11) of the Zoning Ordinance; and

WHEREAS, the Owners desire to construct a six-foot-tall solid fence along the rear lot line of the Property (***"Proposed Fence"***), in violation of the fence type regulations set forth in Section 3.13(11)(a) of the Zoning Ordinance; and

WHEREAS, in order to construct the Proposed Fence, the Owner has filed an application for a variation from the fence type regulations set forth in Section 3.13(11)(a) of the Zoning Ordinance (***"Requested Variation"***); and

WHEREAS, a public hearing of the Zoning Board of Appeals ("***ZBA***") of the Village of Lincolnwood to consider approval of the Requested Variation was duly advertised in the *Lincolnwood Review* on April 27, 2017 and held on May 17, 2017; and

WHEREAS, on May 17, 2017, the ZBA made findings and recommendations in support of the Requested Variation, subject to conditions; and

WHEREAS, the Village President and Board of Trustees have determined that the Requested Variation meets the required standards for variations as set forth in Section 3.11(24) and Article V of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the Requested Variation, subject to the conditions, restrictions, and provisions of this Ordinance;

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

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

SECTION 2. APPROVAL OF REQUESTED VARIATION. In accordance with and pursuant to Section 3.11(24) and Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set

forth in Section Three of this Ordinance, the Village President and Board of Trustees hereby grant a variation from Section 13.13(11)(a) of the Zoning Ordinance to allow a six-foot-tall solid fence on the Property.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Section Two of this Ordinance are hereby expressly subject to, and contingent upon, the development, use, and maintenance of the Proposed Fence and the Property in compliance with each and all of the following conditions:

A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the construction, development, use, operation, and maintenance of the Proposed Fence and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.

B. Location of Proposed Fence. The Proposed Fence must only be located along the rear property line of the Property.

C. Limitation of Variations. The variations granted in Section Two of this Ordinance apply and are limited only to the Proposed Fence, as depicted in the Image. No future alterations or modifications that are not in conformity with the requirements of the Zoning Ordinance may be made to the Proposed Fence without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.

D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owners must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made must be made by a certified or cashier's check. Further, the Owners must pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

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

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owners to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the variations granted in Section Two of this Ordinance will, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the variations granted in Section Two of this Ordinance unless they first provide the Owners with two months advance written notice of the reasons for revocation

and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the R-3 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Manager and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

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

SECTION 7. SEVERABILITY**.** If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance 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 8. EFFECTIVE DATE.

A. This Ordinance will become effective only upon the occurrence of all of the following events:

1. Passage by the Village President and Board of Trustees in the manner required by law;

2. Publication in pamphlet form in the manner required by law; and

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this __ day of June, 2017.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this ___day of _____, 2017.

_____
Barry Bass, President
Village of Lincolnwood, Cook County, Illinois

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

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

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Commonly known as: 7020 North Keystone Avenue, Lincolnwood, Illinois.

PIN: 10-34-213-050-0000

EXHIBIT B

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Mimi Katz and Barry Katz (***"Owners"***) are the record title owners of that certain property located in the R-3 Residential District, commonly known as 7020 North Keystone Avenue, in the Village (**"*Property*"**); and

WHEREAS, Ordinance No. 2017-_____, adopted by the Village President and Board of Trustees on _____, 2017 (***"Ordinance"***), grants variations from "The Village of Lincolnwood Zoning Ordinance" to permit the construction of a fence on the Property; and

WHEREAS, Section Eight of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owners have filed, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owners do hereby agree and covenant as follows:

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

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

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

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

Dated: _____, 2017 **MIMI KATZ**

_____

Dated: _____, 2017 **BARRY KATZ**

_____

Return to VB Agenda

Request For Board Action

REFERRED TO BOARD: June 20, 2017 **AGENDA ITEM NO: 5**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: **Approval of an Ordinance Authorizing the Execution of an Amendment to an Existing Recreational Lease between the Village and Commonwealth Edison Company to Construct a Bike/Pedestrian Overpass**

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Village Bikeway Plan, approved by the Village 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 Commonwealth Edison (ComEd) right-of-way to build an off-street path for use by cyclists and pedestrians. The path was planned to connect the already established Sauganash Valley Trail in Chicago and the Skokie Valley Trail in Skokie. On August 18, 2015, the Village Board authorized the execution of a lease with ComEd and the Valley Line Trail was subsequently constructed in 2016.

In 2011, the Village was awarded a Congestion Mitigation and Air Quality (CMAQ) grant for construction of a bike/pedestrian overpass over Touhy Avenue along the planned Valley Line Trail. Since then, the Village has contracted with Stanley Consultants to design the project. Throughout the process of negotiating the initial lease and developing the design, ComEd was unwilling to discuss the additional land that would be required to accommodate the construction of the overpass until final construction plans were developed. Since the overpass is being constructed with CMAQ funds, the plans need to be approved by the Illinois Department of Transportation (IDOT) who will ultimately bid the project and manage the construction contract. Final plans were approved by IDOT in April and immediately after, an application to amend the existing lease was submitted to ComEd.

The area of land included in the amended lease is relatively minor and allows for a local access path to be constructed on the east side of the overpass so that users of the Valley Line Trail have a means of accessing Touhy Avenue. The term of the lease will also be extended by an additional two years until August 31, 2037 to account for IDOT's requirement of a 20 year lease for use of CMAQ funds.

The Touhy Avenue Overpass project is scheduled to be included in the August 4, 2017 IDOT letting and construction is anticipated to begin in autumn.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:

1. Proposed Ordinance
2. Draft Proposed Lease Amendment
3. Proposed Location of Lease Amendment
4. Existing Lease with ComEd

RECOMMENDED MOTION:

Move to approve an Ordinance authorizing the execution of a lease amendment between the Village of Lincolnwood and Commonwealth Edison.

Return to VB Agenda

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2017-____

AN ORDINANCE APPROVING A FIRST AMENDMENT TO THE RECREATIONAL LEASE AGREEMENT BETWEEN THE VILLAGE OF LINCOLNWOOD AND COMMONWEALTH EDISON COMPANY

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

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

Return to VB Agenda

ORDINANCE NO. 2017-___

AN ORDINANCE APPROVING A FIRST AMENDMENT TO THE RECREATIONAL LEASE AGREEMENT 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, on August 18, 2015, the Village Board approved an agreement between the Village and Commonwealth Edison Company (***"ComEd"***) for the lease by the Village of a right-of-way owned by ComEd (***"Lease"***) for improvement and use by the Village as the Valley Line Trail (***"Project"***), which project includes the construction of an overpass over Touhy Avenue (***"Overpass"***); and

WHEREAS, the plans for the Project required approval from the Illinois Department of Transportation (***"IDOT"***), which approval was received in April of this year; and

WHEREAS, the plans approved by IDOT require the Village to lease additional property from ComEd adjacent to the future site of the Touhy overpass; and

WHEREAS, IDOT requires the Village to extend the term of the lease to August 31, 2037, to enable the use of Congestion Mitigation and Air Quality Improvement program funds for the Project; and

WHEREAS, the Village and ComEd now desire to enter into an amendment to the Lease (***"First Amendment"***) for the Village to lease additional property from ComEd and to extend the term of the Lease; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the First Amendment with ComEd;

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 FIRST AMENDMENT. The First Amendment by and between the Village and ComEd is hereby approved in a final form to be approved by the Village Manager and the Village Attorney.

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

SECTION 4. EXERCISE OF HOME RULE AUTHORITY. The Board of Trustees hereby declares that the approval of the First Amendment 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.

PASSED this _____ day of _____, 2017.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of _____, 2017.

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

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

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

#51866275_v1

LEASE # 1033343
C.E.CO. R/W: OAKTON-BRYN MAWR
PARCEL NO. TL63-5, 6 & 7
SW ¼, NW ¼ SEC. 27/34, TWP 41N, RANGE 13E
OF THE THIRD PRINCIPAL MERDIAN
COOK COUNTY, ILLINOIS
C.E.CO.REGION: NORTH
PIN #: 10-34-102-024, 10-34-102-023, 10-34-102-002, 10-27-307-017, 10-27-307-014, 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

FIRST AMENDMENT TO RECREATIONAL LEASE

This First Amendment to Recreational Lease (this "**Amendment**") is made as of _____, 2017, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation (the "**Landlord**") and the VILLAGE OF LINCOLNWOOD, a municipal corporation (the "**Tenant**") whose address is 6900 N. Lincoln Avenue, Lincolnwood, IL 60712.

RECITALS

A. Pursuant to that certain Recreational Lease (the "**Lease**") dated September 1, 2015, Landlord granted a lease to Tenant to use the Leased Premises (as defined in the Lease).

B. Landlord and Tenant desire to amend the Lease as set forth herein.

NOW, THEREFORE, for and in consideration of the recitals set forth above, which are incorporated herein and made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree that the Lease is hereby amended and modified as follows:

1. Pursuant to Section 1 of the Lease, Landlord hereby consents to the following Term to be extended and shall terminate on August 31, 2037 unless sooner terminated as provided herein.

2. Pursuant to Section 9 of the Lease, Landlord hereby consents to the following Alterations: (a) Installation of a Pedestrian Bridge over Touhy Avenue on the existing recreational trail as depicted on the attached Exhibit A; (b) Re-directing a portion of the existing recreational trail towards the proposed Pedestrian Bridge as depicted on the attached Exhibit A; (c) Installation of a underdrain and storm sewer system that will accept the drainage and maintain the outlet by connecting directly to the manhole located on the south side of Touhy Avenue on the recreational trail as depicted on the attached Exhibit A.

3. In addition to all other terms and conditions of this Amendment and the Lease, Tenant shall comply with all additional requirements included in the attached Exhibit B.

4. Except as expressly modified in this Amendment, all of the terms and conditions of the Lease shall remain in full force and effect, the parties hereto ratifying and confirming the same.

5. This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but, in making proof hereof, it shall only be necessary to produce one such counterpart.

DRAFT

EXECUTED as of the day and year first above written.

LANDLORD:
COMMONWEALTH EDISON COMPANY

BY: _____
Kendall Hodge
Director, Real Estate & Facilities

TENANT:
VILLAGE OF LINCOLNWOOD

BY: _____
Name: _____
Title: _____

DRAFT

EXHIBIT A

Alterations

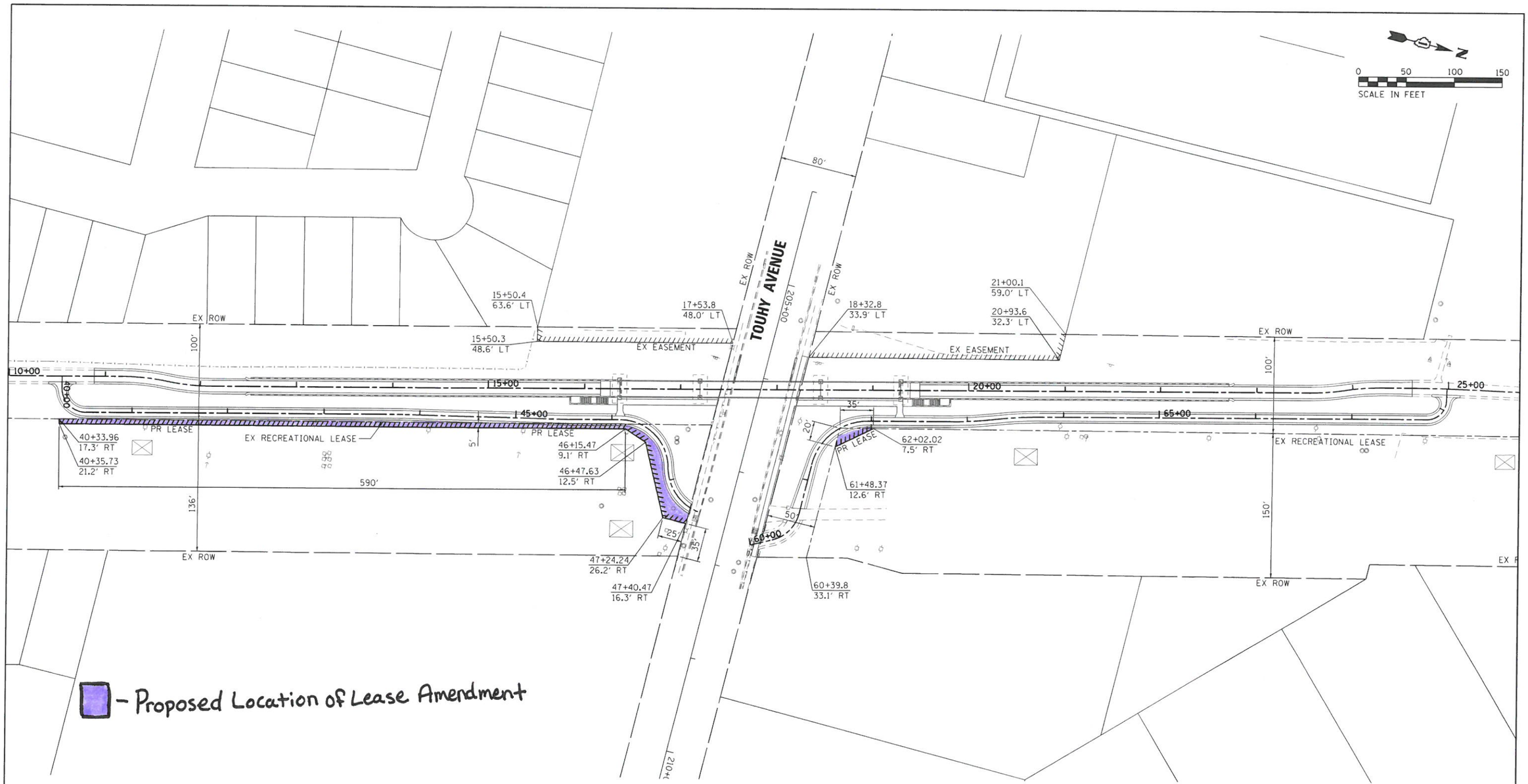
DRAFT

Return to VB Agenda

EXHIBIT B

Additional Requirements

Return to VB Agenda



Stanley Consultants INC.	USER NAME = 8291	DESIGNED - T.H.G.	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	LINCOLNWOOD VALLEY LINE TRAIL OVERPASS RIGHT-OF-WAY PLAN
		DRAWN - T.H.G.	REVISED -		
	PLOT SCALE = 100.0000 ' / in.	CHECKED - D.L.D.	REVISED -		
	PLOT DATE = 5/5/2017	DATE - 05-08-17	REVISED -		SCALE: 1"=50' SHEET OF SHEETS STA. TO STA.

F.A.U RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1340	12-00059-00-BR	COOK	93	15
		CONTRACT NO. 61D97		
		ILLINOIS FED. AID PROJECT		

Form Recreation Lease Revised 5/7/15

RECREATIONAL LEASE
SEPTEMBER 1, 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 SEPT. 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 Leased 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.

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Form Recreation Lease Revised 5/7/15

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first written above.

LANDLORD:

COMMONWEALTH EDISON COMPANY

By: Timothy Hughes
Name: Timothy Hughes
Title: Director of Real Estate and Facilities

TENANT:

VILLAGE OF LINCOLNWOOD

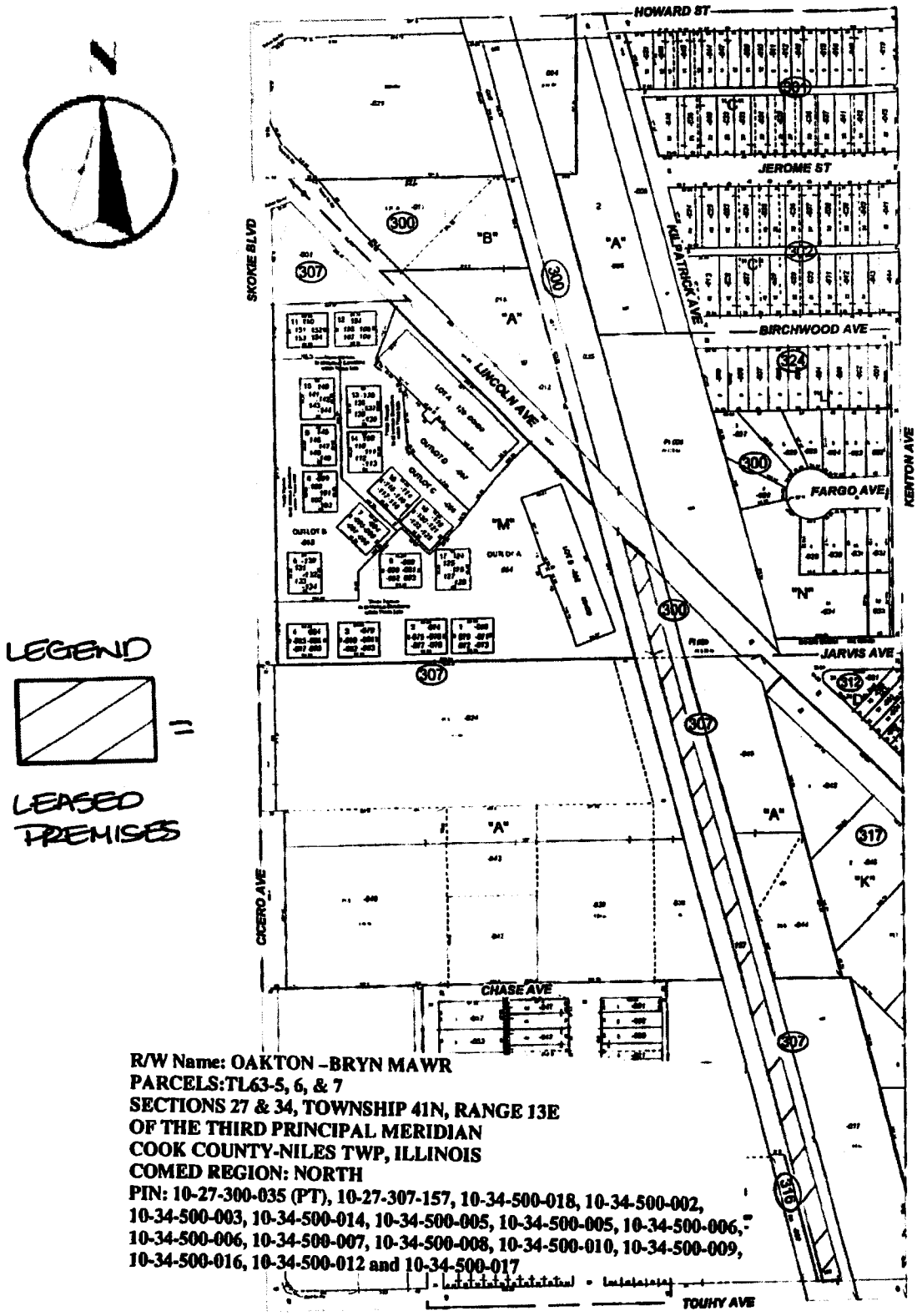
By: J. Wilk
Name:
Title: VILLAGE MANAGER

ATTEST: Deputy Village Clerk

By: Caroline Dick

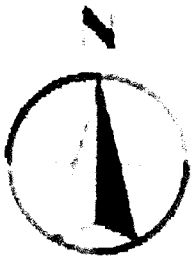
EXHIBITS
A-1 thru A-4 Leased Premises
B Base Rent Schedule
C-1 & C-2 Fencing and Barrier Requirements
D Insurance Requirements
E Additional Requirements
F-1 thru F-17 Plans for Proposed Federal Aid Highway

EXHIBIT A-1

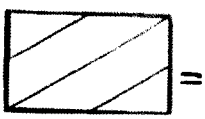


R/W Name: OAKTON –BRYN MAWR
PARCELS:TL63-5, 6, & 7
SECTIONS 27 & 34, TOWNSHIP 41N, RANGE 13E
OF THE THIRD PRINCIPAL MERIDIAN
COOK COUNTY-NILES TWP, ILLINOIS
COMED REGION: NORTH
PIN: 10-27-300-035 (PT), 10-27-307-157, 10-34-500-018, 10-34-500-002, 10-34-500-003, 10-34-500-014, 10-34-500-005, 10-34-500-005, 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

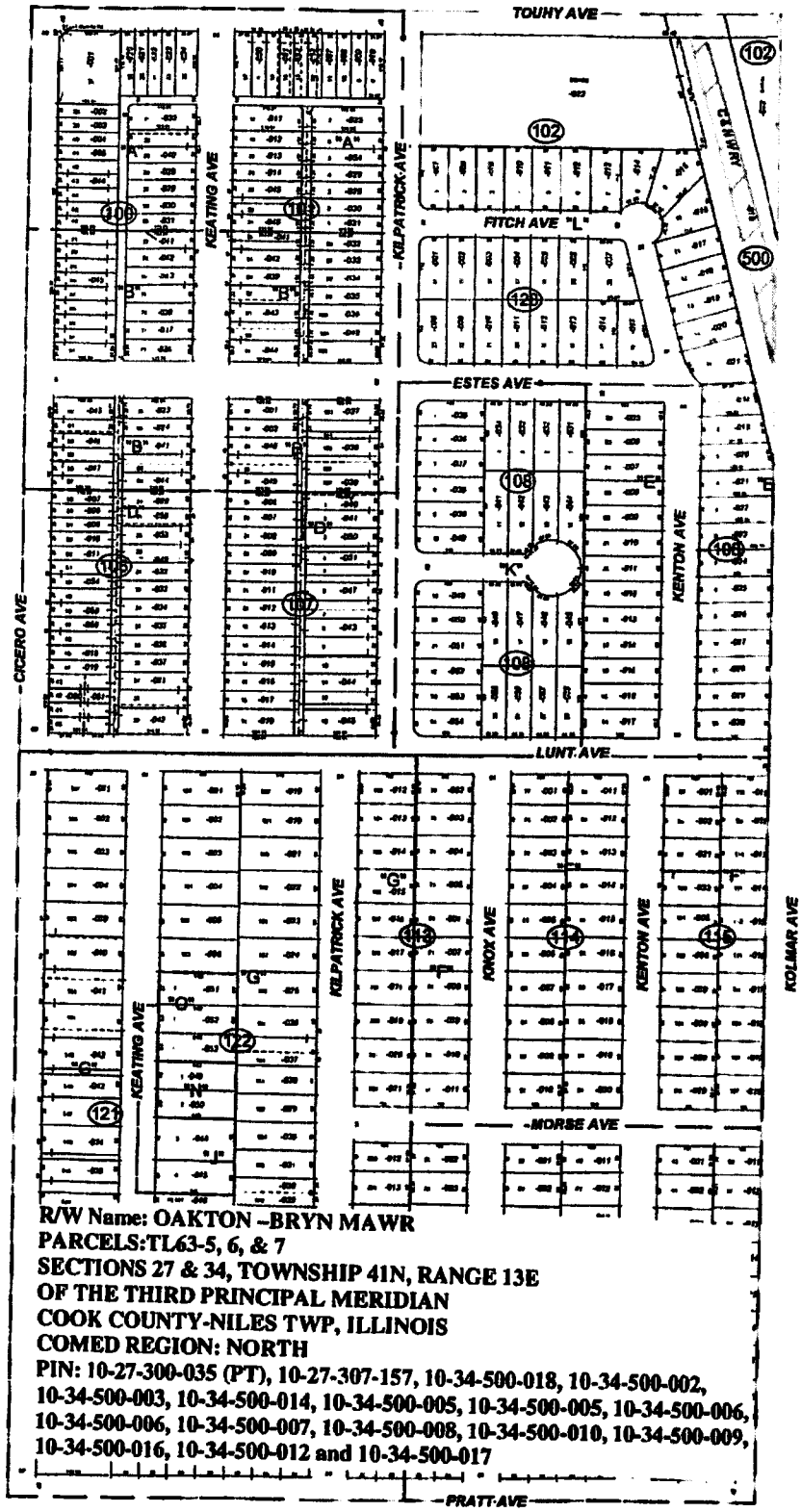
EXHIBIT A-2



LEGEND

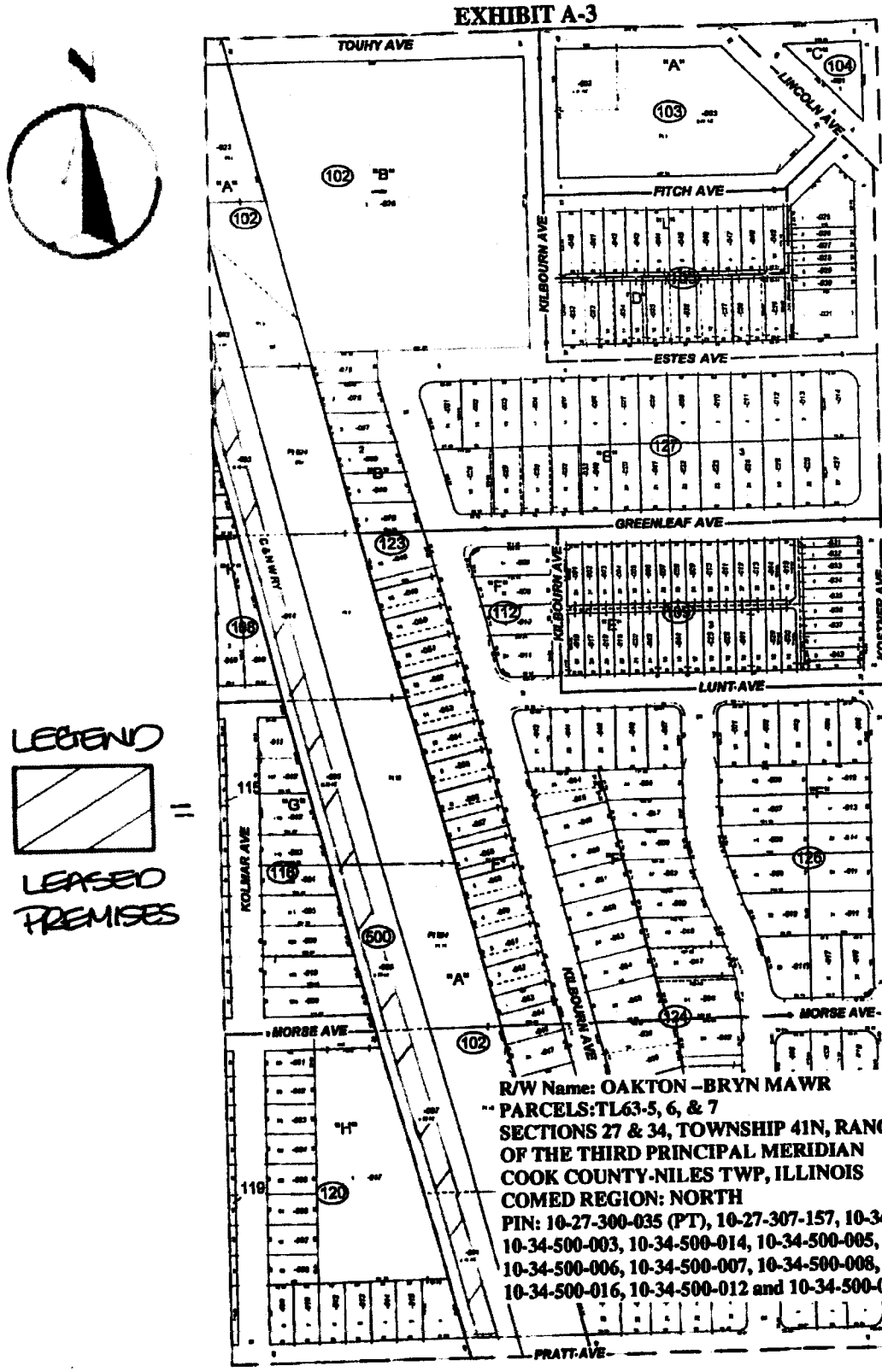


= LEASED PREMISES



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, 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

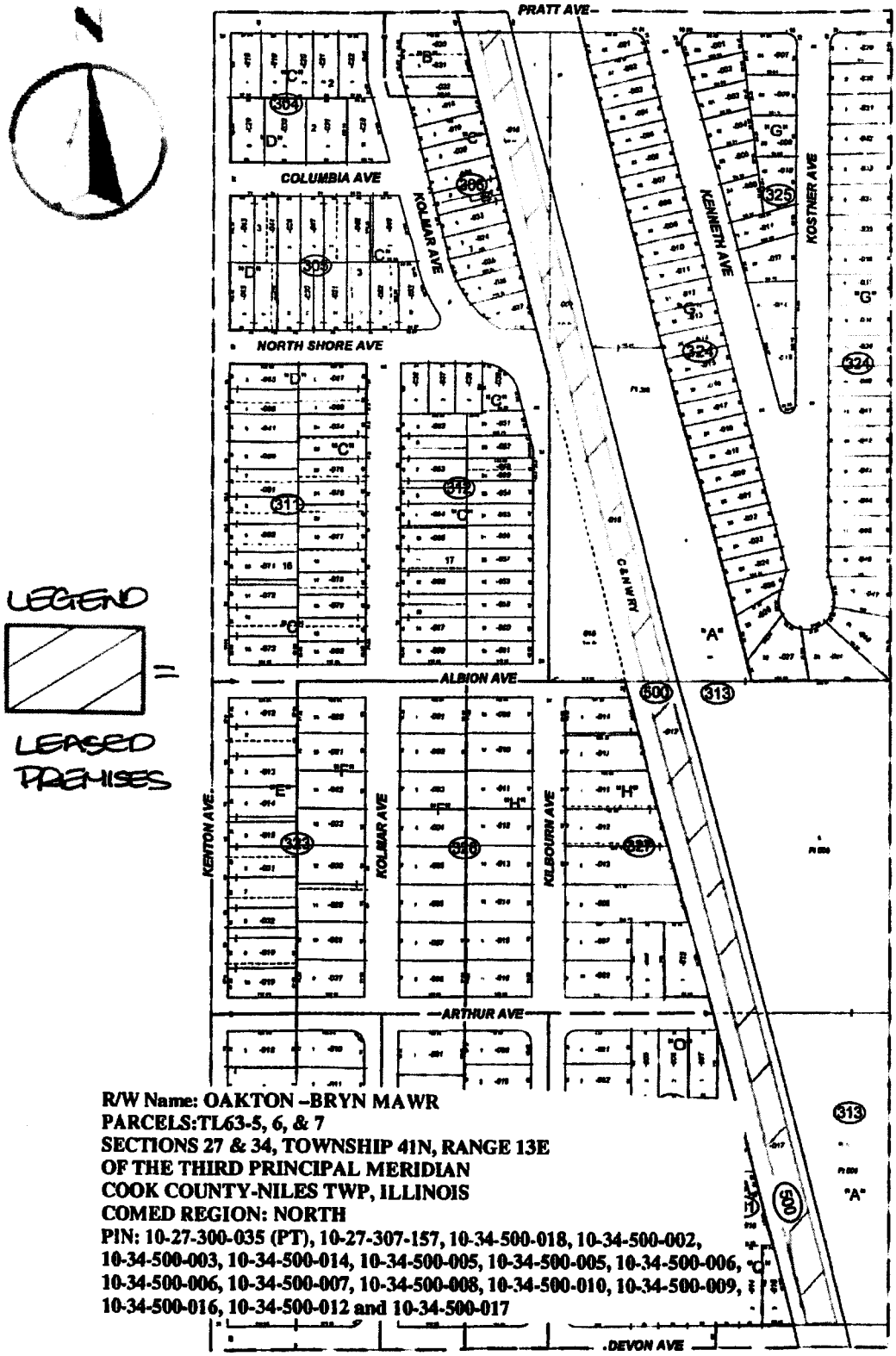
EXHIBIT A-3



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

3086306

EXHIBIT A-4



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

3086306

EXHIBIT B

Base Rent Schedule

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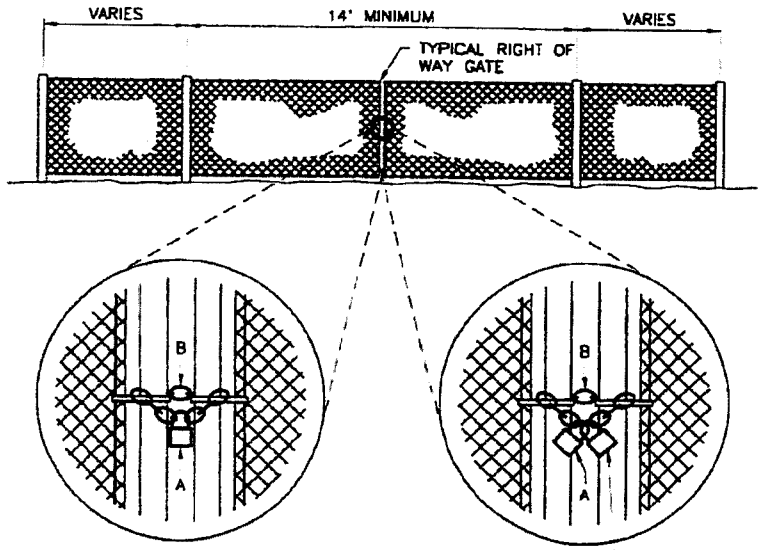
EXHIBIT C-1 and C-2
Fencing and Barrier Requirements

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



C9522.1
SINGLE LOCK ARRANGEMENT

C9522.2
ARRANGEMENT FOR TWO OR MORE LOCKS

ITEM	DESCRIPTION	EM	S.I.	UNIT	QUANTITY .1	QUANTITY .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

1. CHAIN ORDERING DESCRIPTION STRAIGHT LINK CHAIN, TRADE SIZE 5/0, MATERIAL DIAMETER 0.25 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 O E~~
REVISION

ACAD

3086306

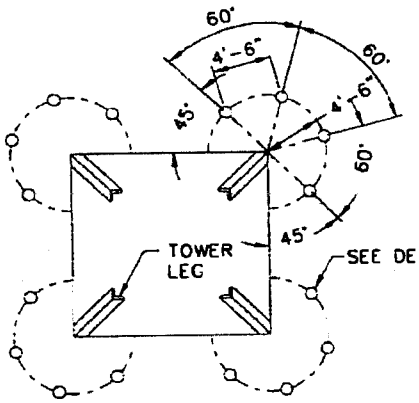
Return to VB Agenda

CONSTRUCTION SPECIFICATION
REVISED SPECIFICATION DATED 1-15-99

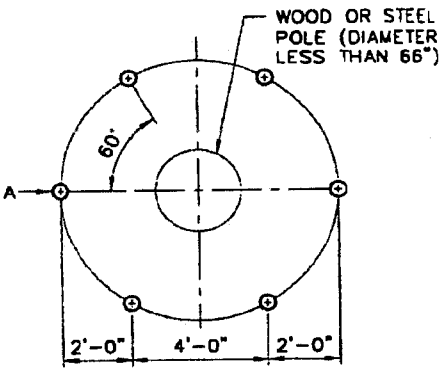
8-1-00
C9520
PAGE 1 OF 7

PROTECTIVE BARRIERS
FOR TRANSMISSION STRUCTURES (69KV AND ABOVE)

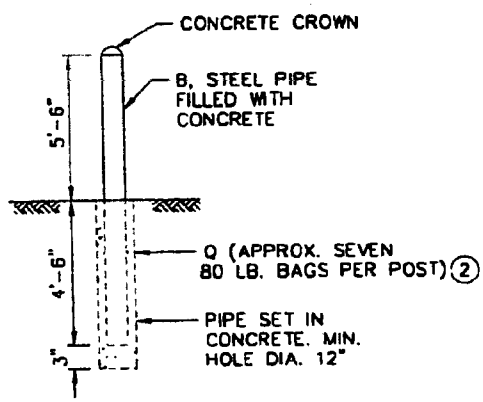
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES ADJACENT TO PARKING AREAS (USING CONCRETE-FILLED STEEL PIPES) C9520.1_



PLAN
TYPICAL TOWER LEG PROTECTION
C9520.11



PLAN
TYPICAL WOOD OR STEEL POLE PROTECTION
C9520.12



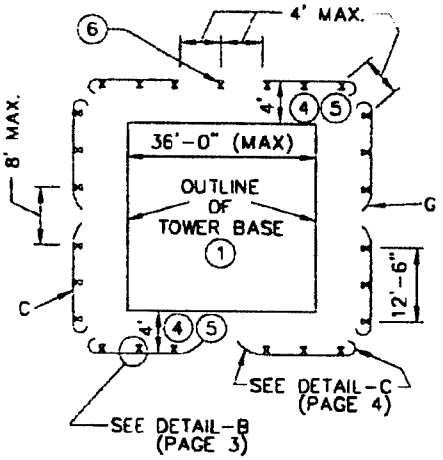
DETAIL-A

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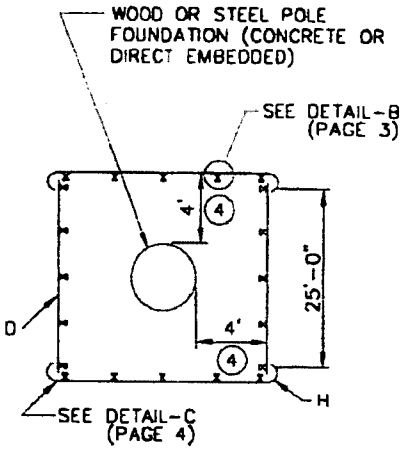
Return to VB Agenda

8-1-00
C9520
PAGE 2 OF 7

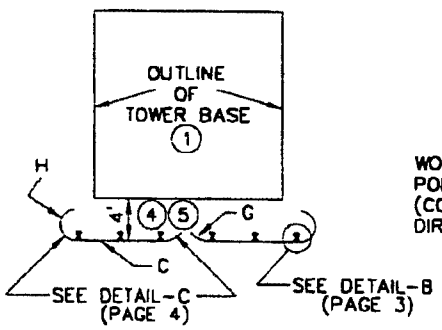
PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES NEAR ROADWAYS (USING HIGHWAY GUARDRAIL) C9520.2_



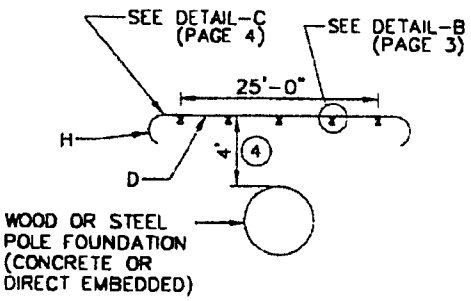
PLAN
TYPICAL TOWER PROTECTION
ON ALL SIDES
C9520.21



PLAN
TYPICAL POLE PROTECTION
ON ALL SIDES
C9520.22



PLAN
TYPICAL TOWER PROTECTION
ON ONE SIDE
C9520.23



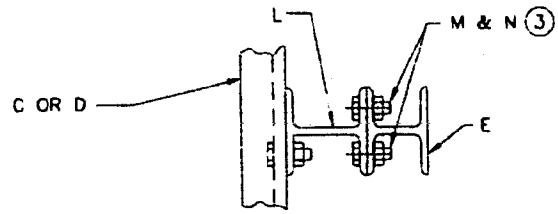
PLAN
TYPICAL POLE PROTECTION
ON ONE SIDE
C9520.24

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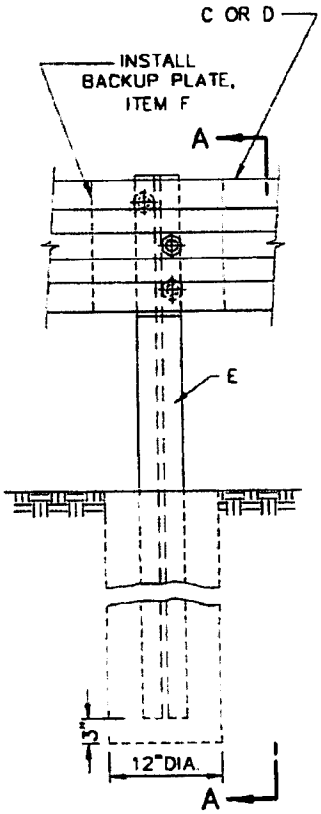
Return to VB Agenda

8-1-00
C9520
PAGE 3 OF 7

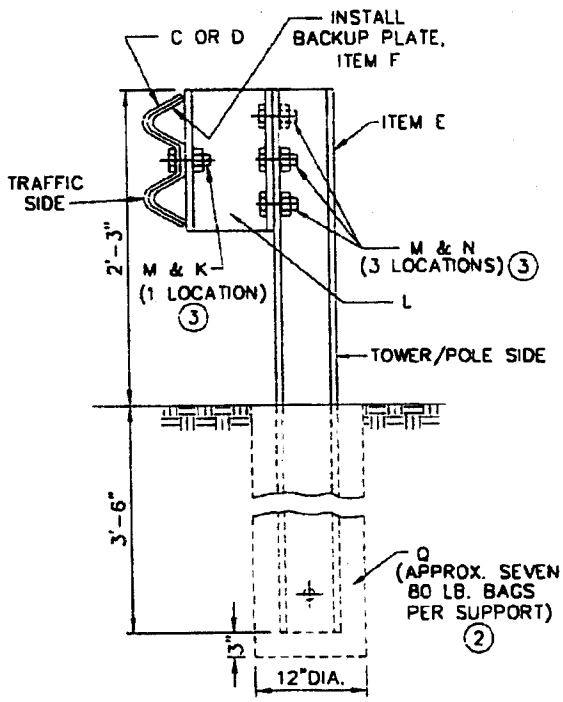
GUARDRAIL SUPPORT DETAILS, C9520.2_



DETAIL-B, PLAN



DETAIL-B, ELEVATION

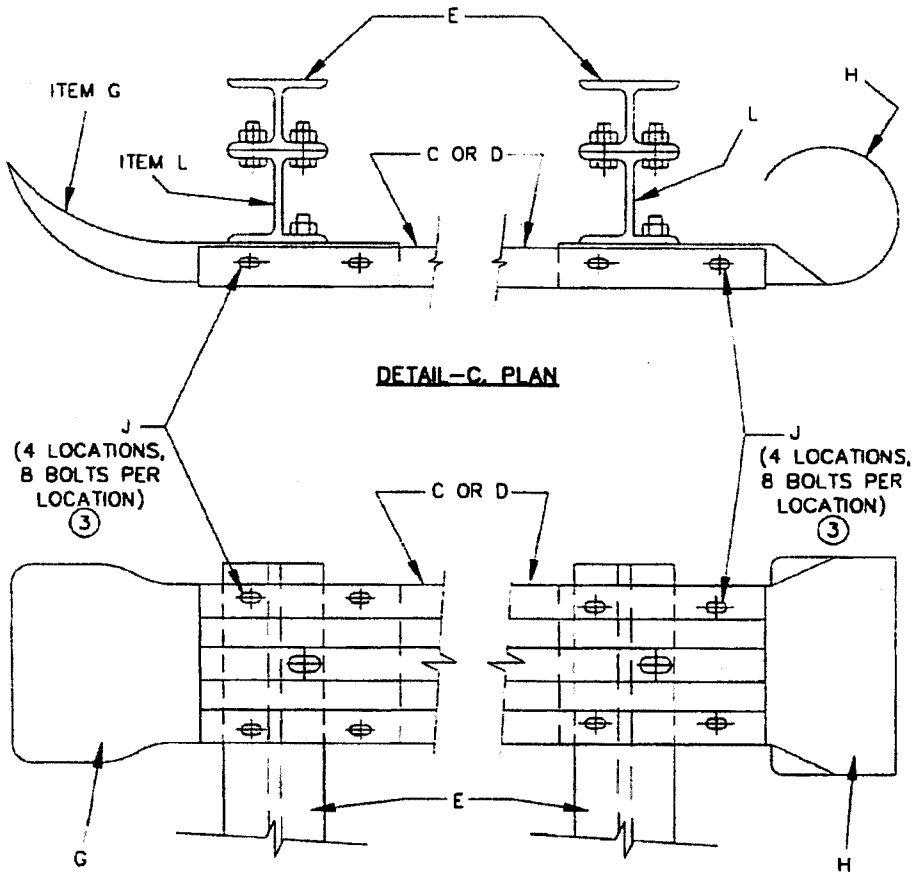


SECTION A-A

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8-1-00
C9520
PAGE 4 OF 7

GUARDRAIL END SUPPORT/TERMINAL SECTION DETAILS, C9520.2_

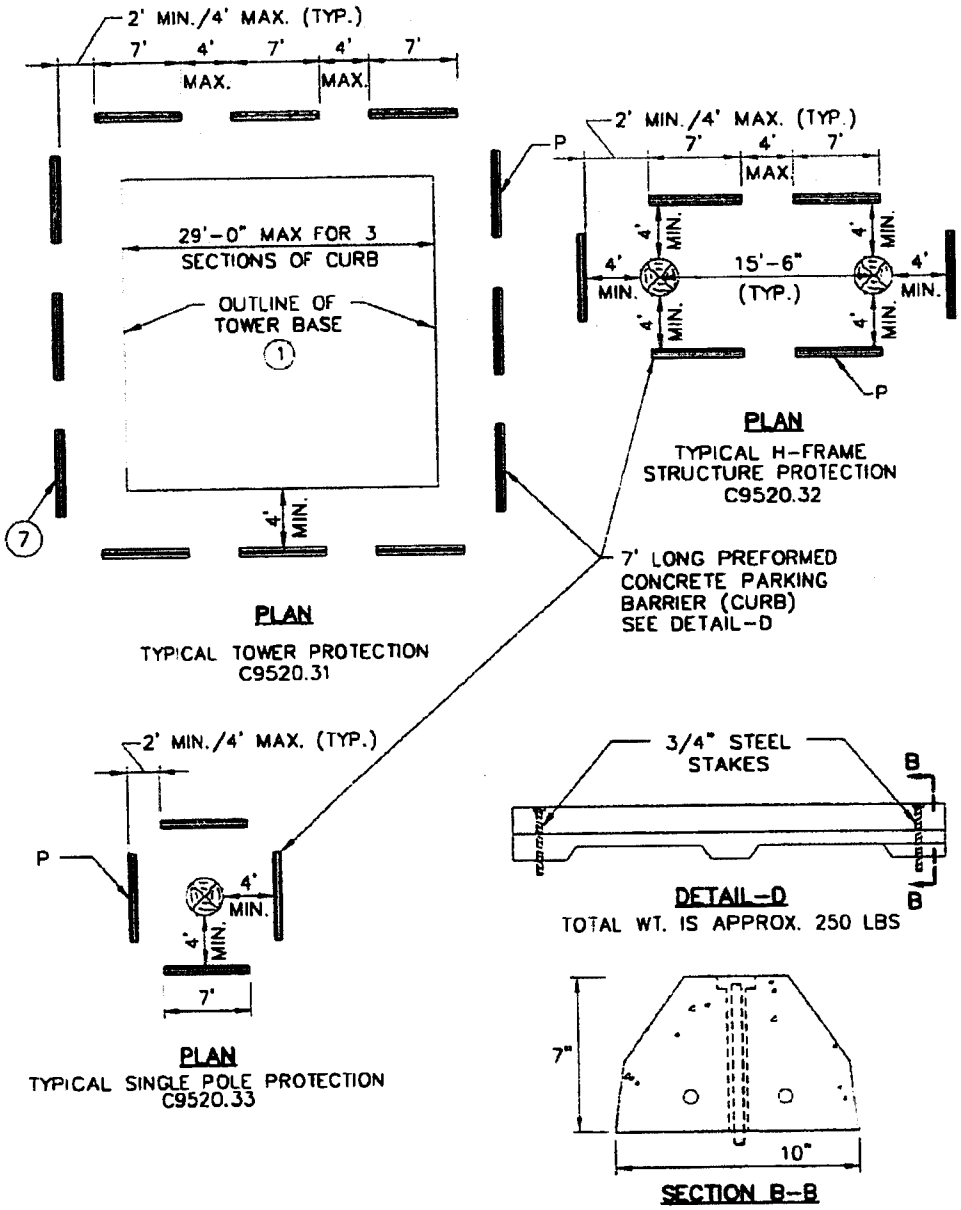


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8-1-00
C9520
PAGE 5 OF 7

PROTECTIVE BARRIERS FOR TRANSMISSION STRUCTURES ADJACENT TO PARKING AREAS (USING PARKING CURBS) C9520.3_



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Return to VB Agenda

8-1-00
C9520
PAGE 6 OF 7

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 "Q", (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.

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Return to VB Agenda

ITEM	DESCRIPTION	EM	SI	UNIT	QUANTITY .11	.12	.21	.22	.23	.24	.31	.32	.33
A													
B	CONDUIT, RIGID, STEEL, 5 IN. IPS, GALV., 10FT. LONG.		376232	EA	16	8							
C	GUARD RAIL, BEAM TYPE, 13'-6 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 1	386003	EA			8		2				
D	GUARD RAIL, BEAM TYPE, 26'-1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180).	10220 ITEM 2	386004	EA				4		1			
E	I BEAM POST SUPPORT, 4" X 6" X 5'-9" LONG, 9 LBS./FT., A36 CARBON STEEL, HOT DIPPED GALVANIZED W6 X 9.	10220 ITEM 3	386005	EA			25	20	6	5			
F	BACKUP PLATE 12 1/4" X 12 1/2" LONG, 10 GAGE STEEL, HOT DIP GALVANIZED.	10220 ITEM 4	386006	EA			8	12	2	3			
G	WING, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 5	386007	EA			8		2				
H	CURLED, TERMINAL SECTION, 10 GAGE STEEL, HOT DIP GALVANIZED (AASHTO M-180)	10220 ITEM 6	386008	EA			8	4	2	2			
J	BOLT, CARRIAGE 5/8" DIA. x 1 1/4" LONG, A307 BOLT WITH NUT WASHER, HOT DIPPED GALVANIZED	10220 ITEM 7	386009	EA			128	32	32	16			
K	WASHER 3" X 1 3/4" X 3/16" THICK (6 GAGE WASHER) A36 STEEL HOT DIPPED GALV.	10220 ITEM 8	386011	EA			24	20	6	5			
L	I BEAM BOLTS W 8 X 10 X 1'-1" LONG, A36 CARBON STEEL, HOT DIPPED GALV.,10# PER FT.	10220 ITEM 9	386010	EA			24	20	6	5			
M	MACHINE BOLTS 5/8" DIA. X 2" LONG A307 BOLT HOT DIPPED GALVANIZED WITH NUT A563	10257	621602	EA			96	80	24	20			
N	5/8" DIA. FLAT WASHER (HOT DIPPED GALVANIZED)	10220 ITEM 11	532666	EA			168	140	42	35			
P	CURB, PARKING, 7 FT. LONG X 7 IN. HIGH X 10 IN. WIDE, W/TWO 3/4" X 18" STEEL STAKES		247982	EA							12	6	4
Q	MIXTURE, CONCRETE 80 LB. (2)		701129	BG	112	42	175	140	42	35			

8-1-00
C9520
PAGE 7 OF 7

3086306

CONNECT STANDARD SPECIFICATION

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REVISION

ACAD

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 polices 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.).

Return to VB Agenda

EXHIBIT F-1

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
-	09-00052-00-BT ILLINOIS	COOK	55	1
		CONTRACT NO. 61A19		

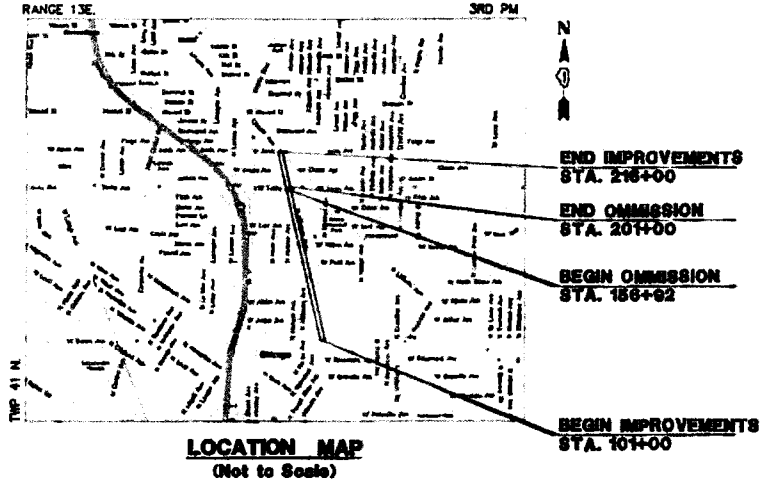
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

FOR INDEX OF SHEETS, SEE SHEET NO. 2

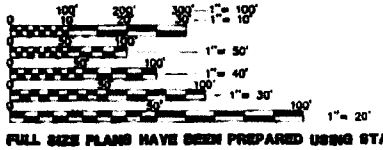
PLANS FOR PROPOSED FEDERAL AID HIGHWAY

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





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 811

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

GEWALT HAMILTON ASSOCIATES, INC.
625 Forest Edge Drive • Vernon Hills, IL. 60061
TH. 847 478 9700 • FAX 847 478 9701

GROSS LENGTH OF PROJECT = 7,200 FEET = 1.364 MILES
NET LENGTH OF PROJECT = 7,092 FEET = 1.343 MILES

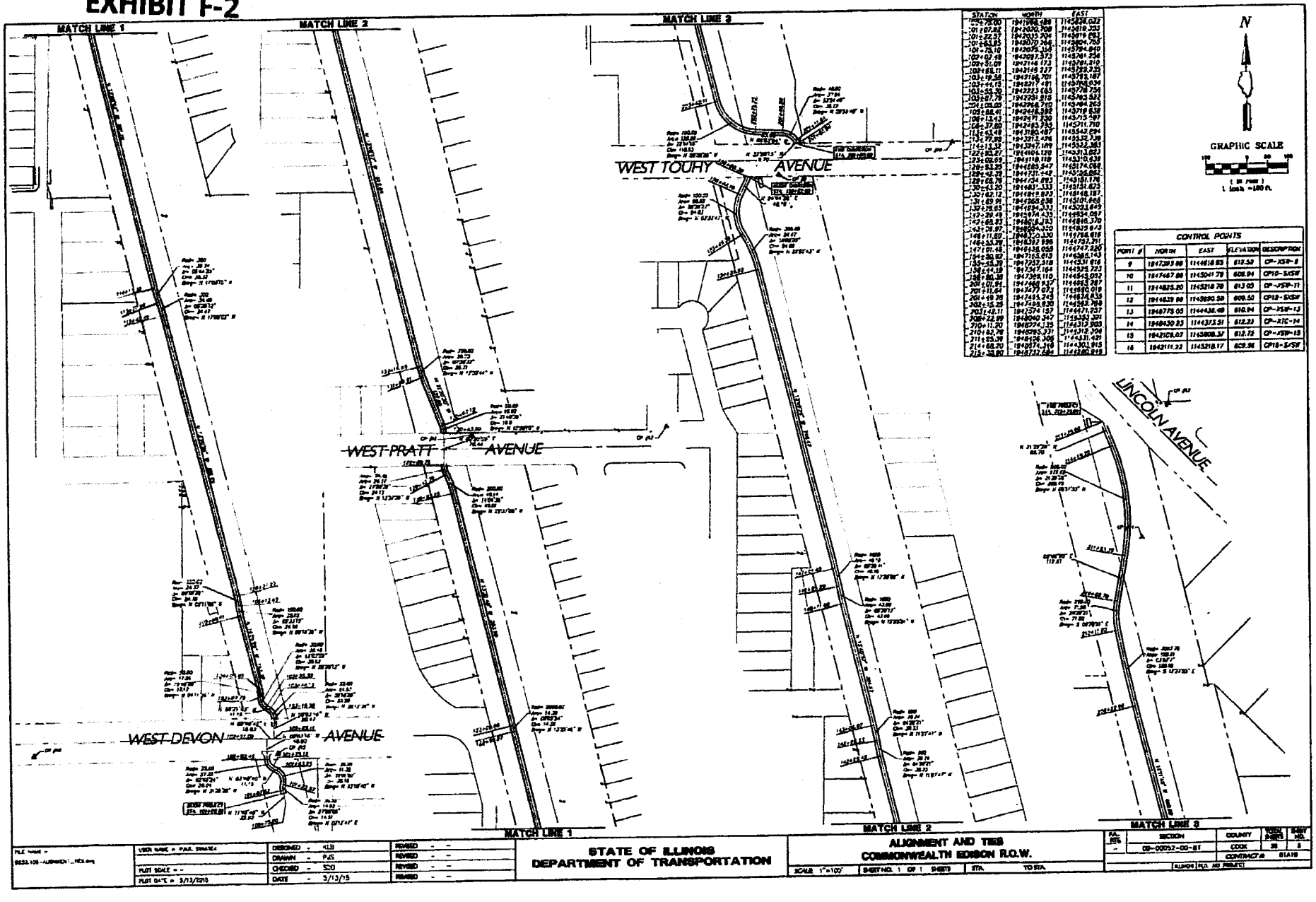
CONTRACT NO. 61A19

PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS

FEDERAL AID PROGRAM ENGINEER: FAHAD ADJEEL, P.E. (847) 705-4021 SCHAUMBURG, IL

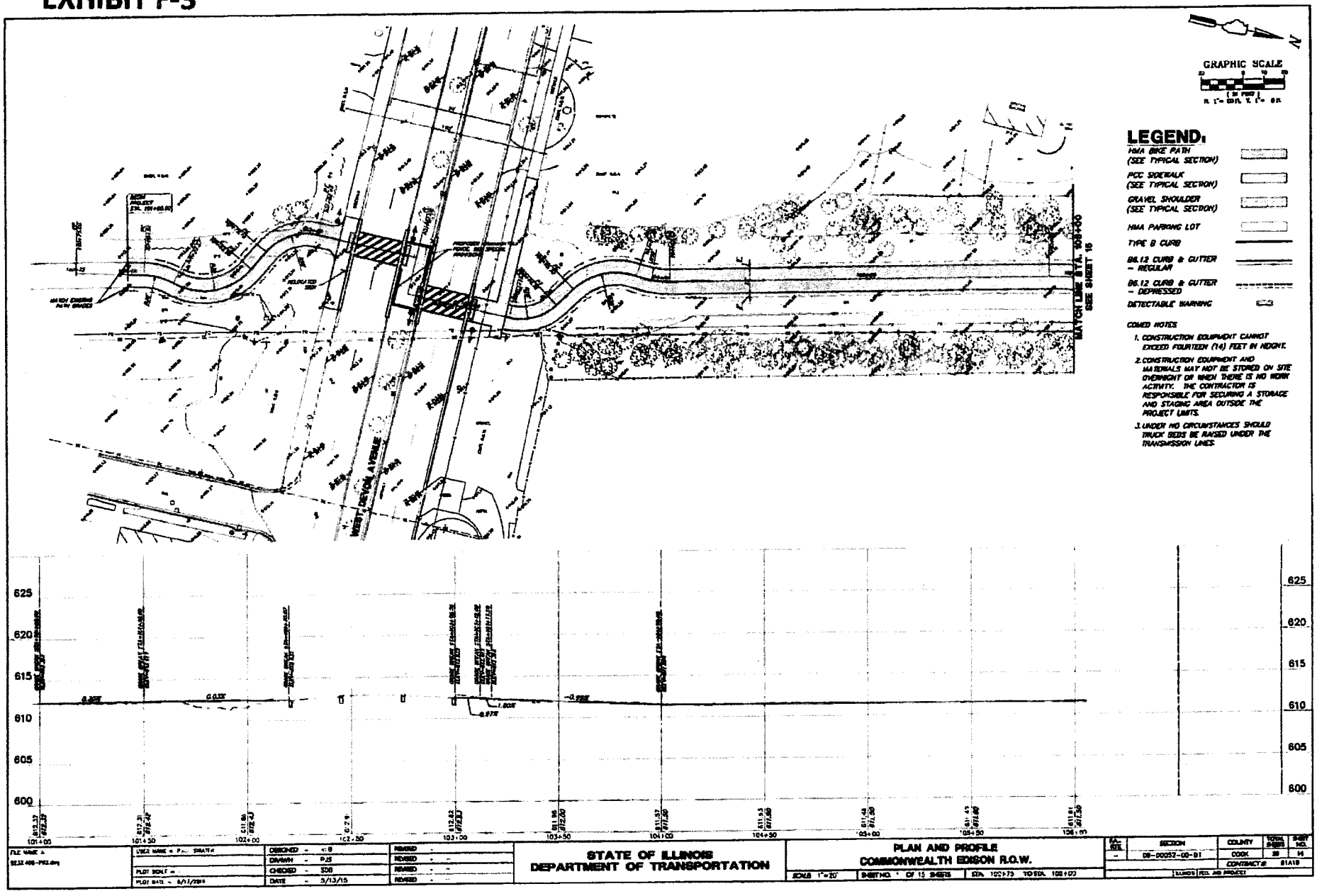
Return to VB Agenda

EXHIBIT F-2



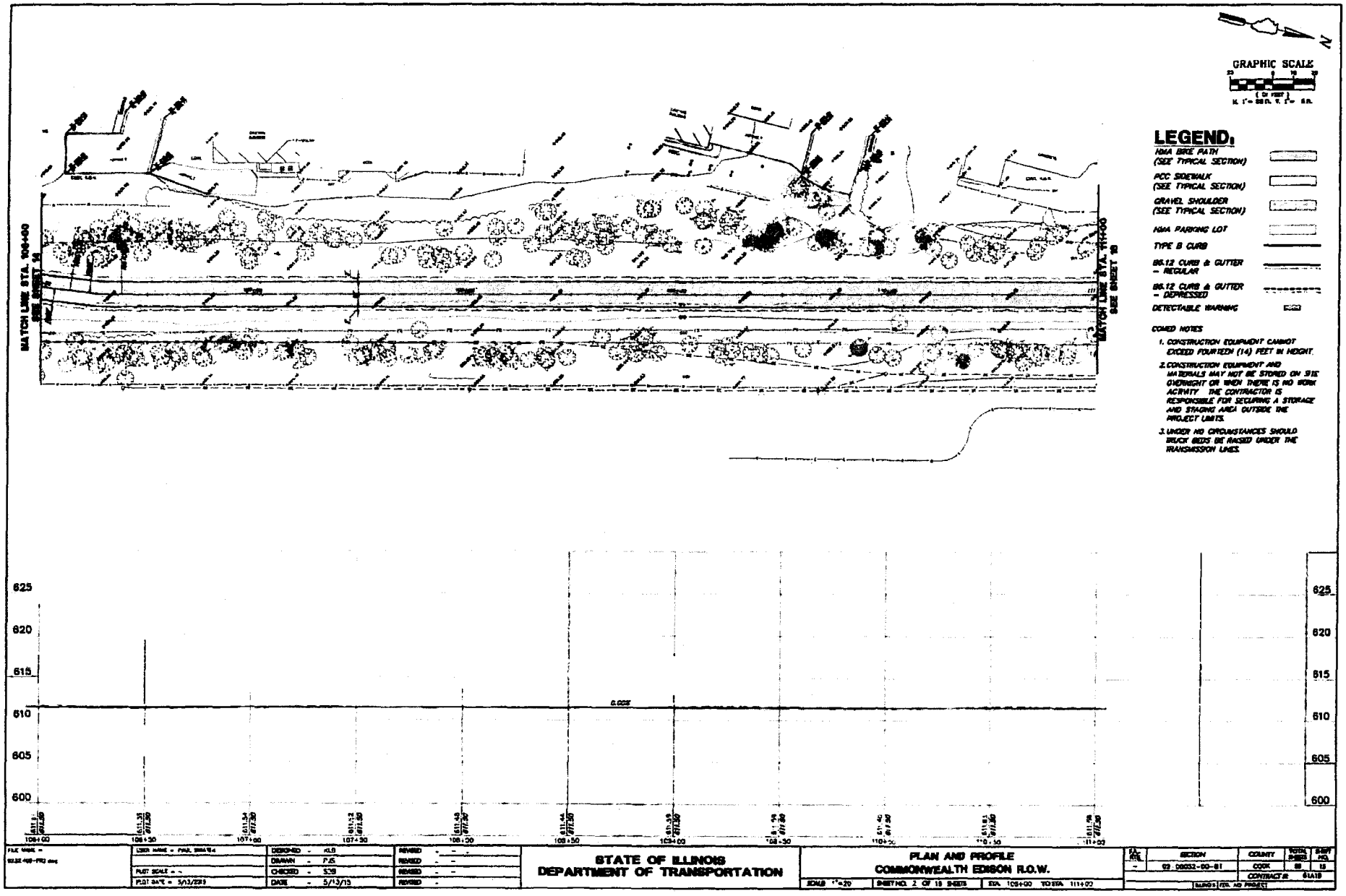
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EXHIBIT F-3



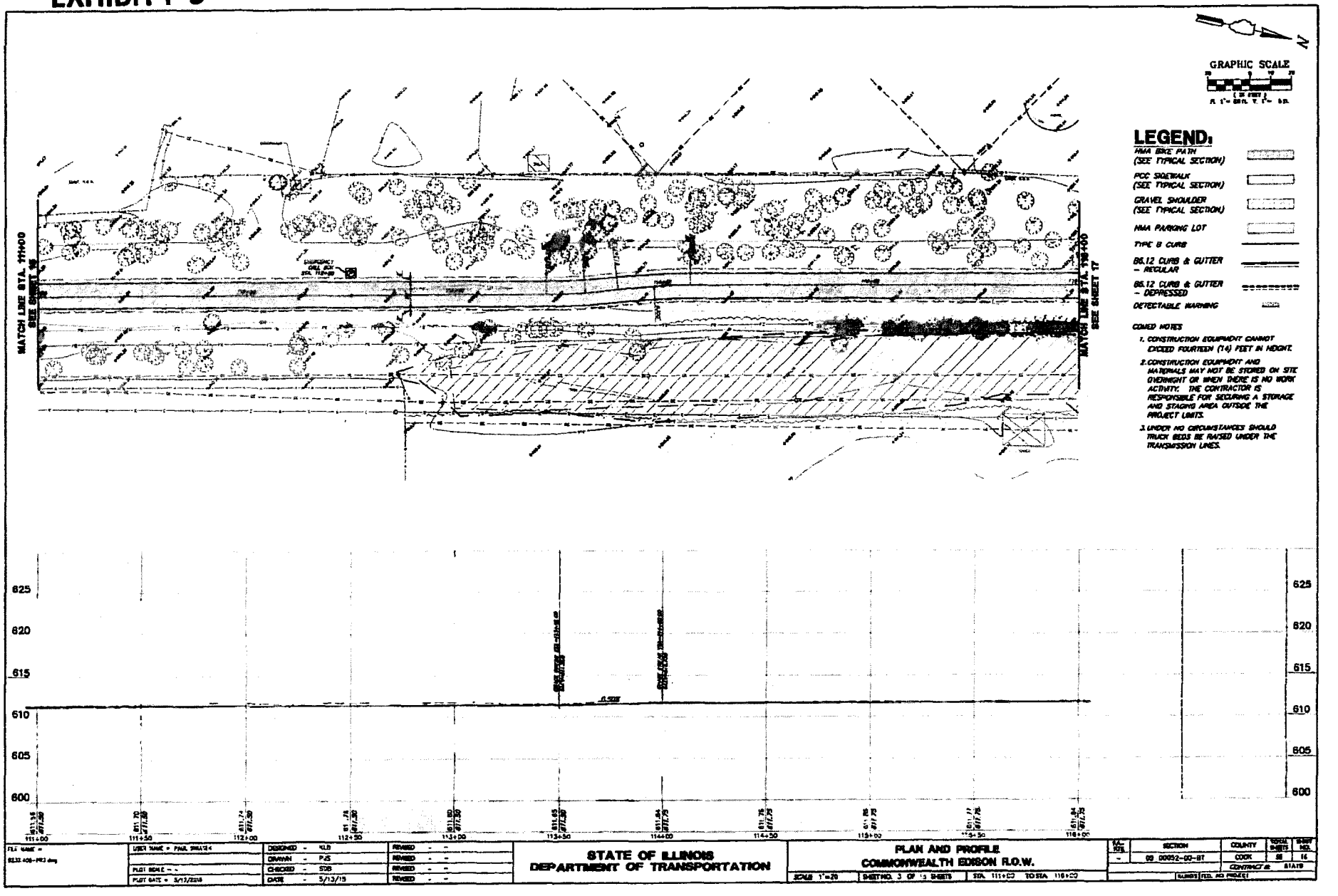
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EXHIBIT F-4



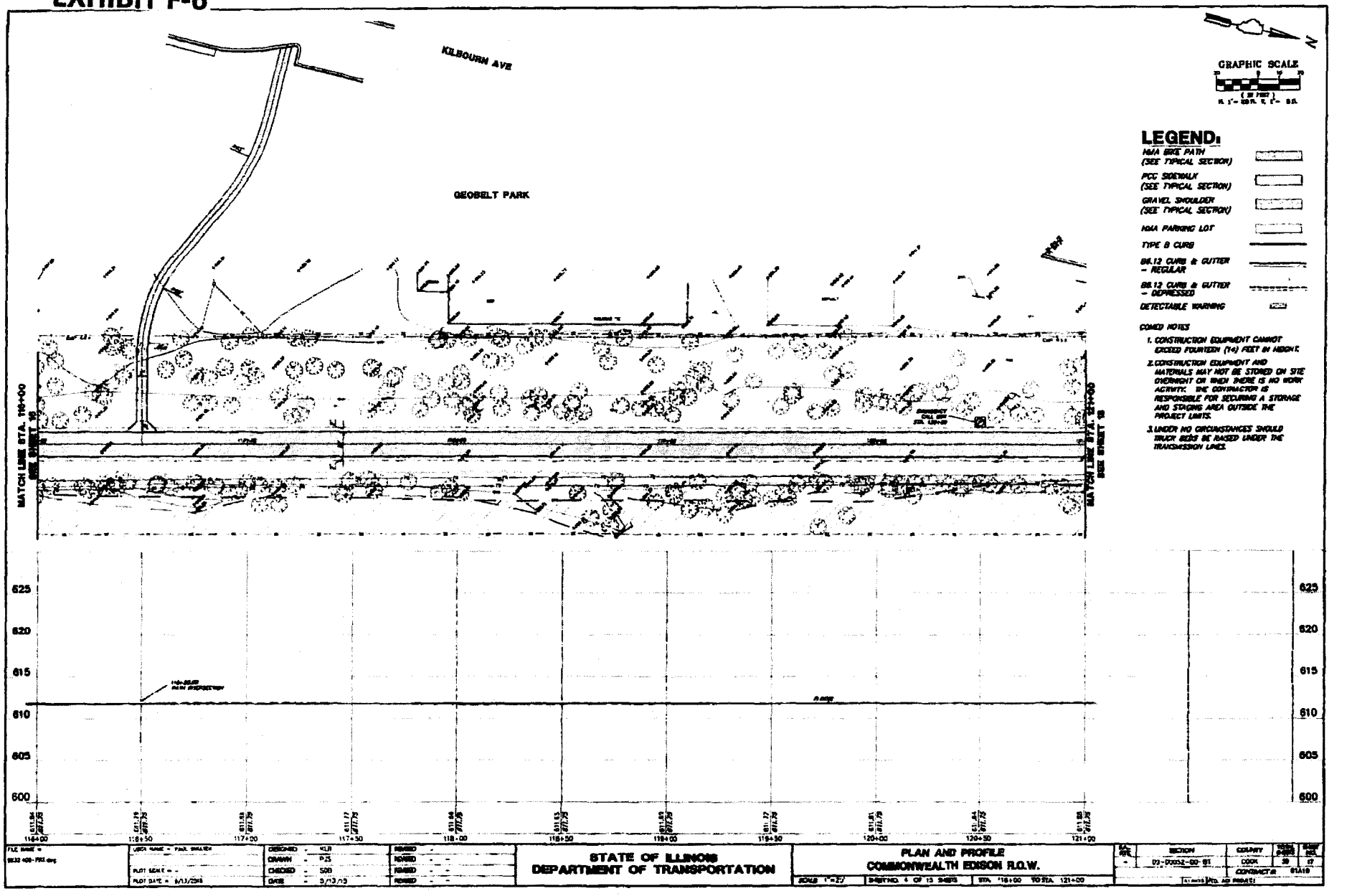
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EXHIBIT F-5



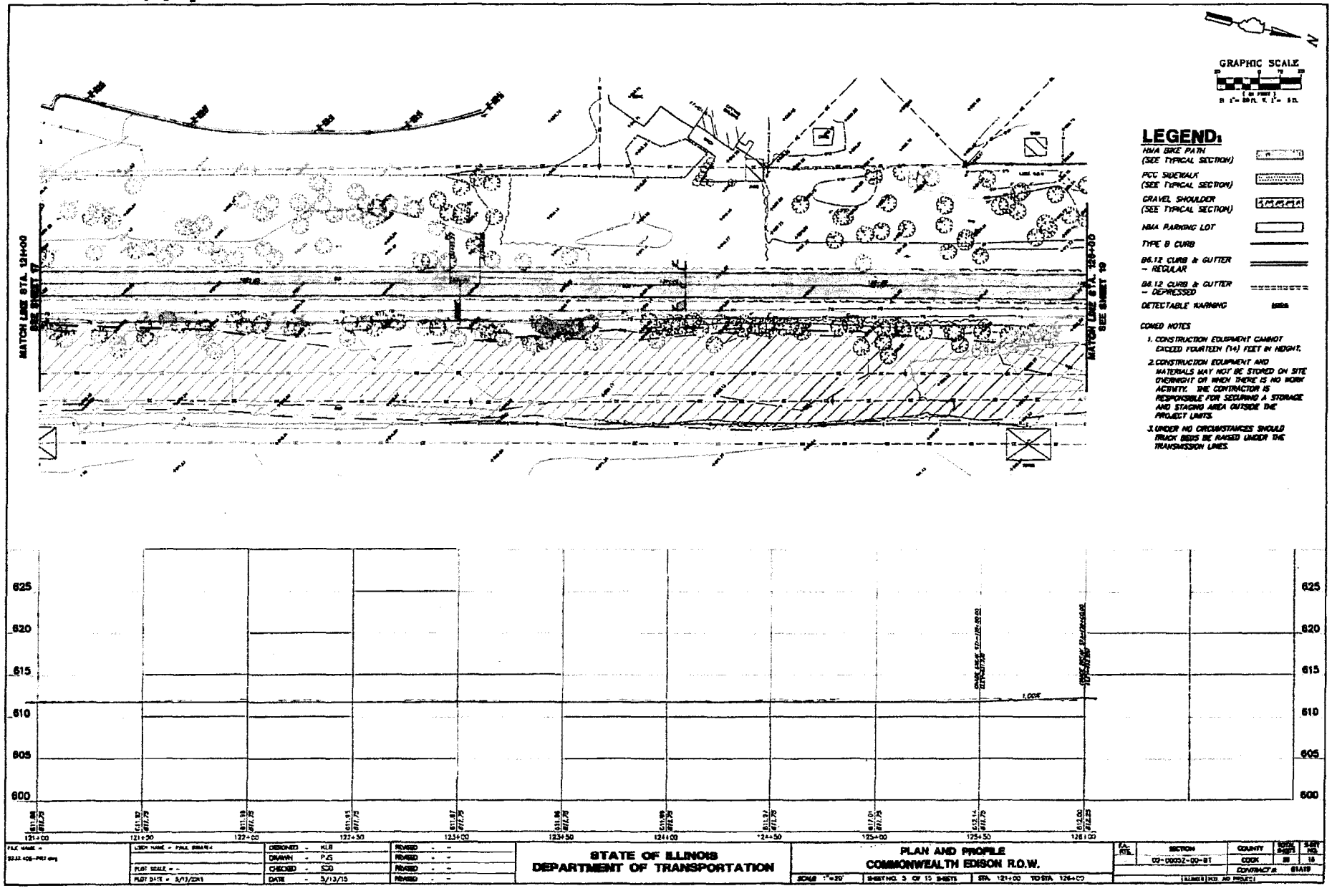
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EXHIBIT F-6



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EXHIBIT F-7



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EXHIBIT F-8

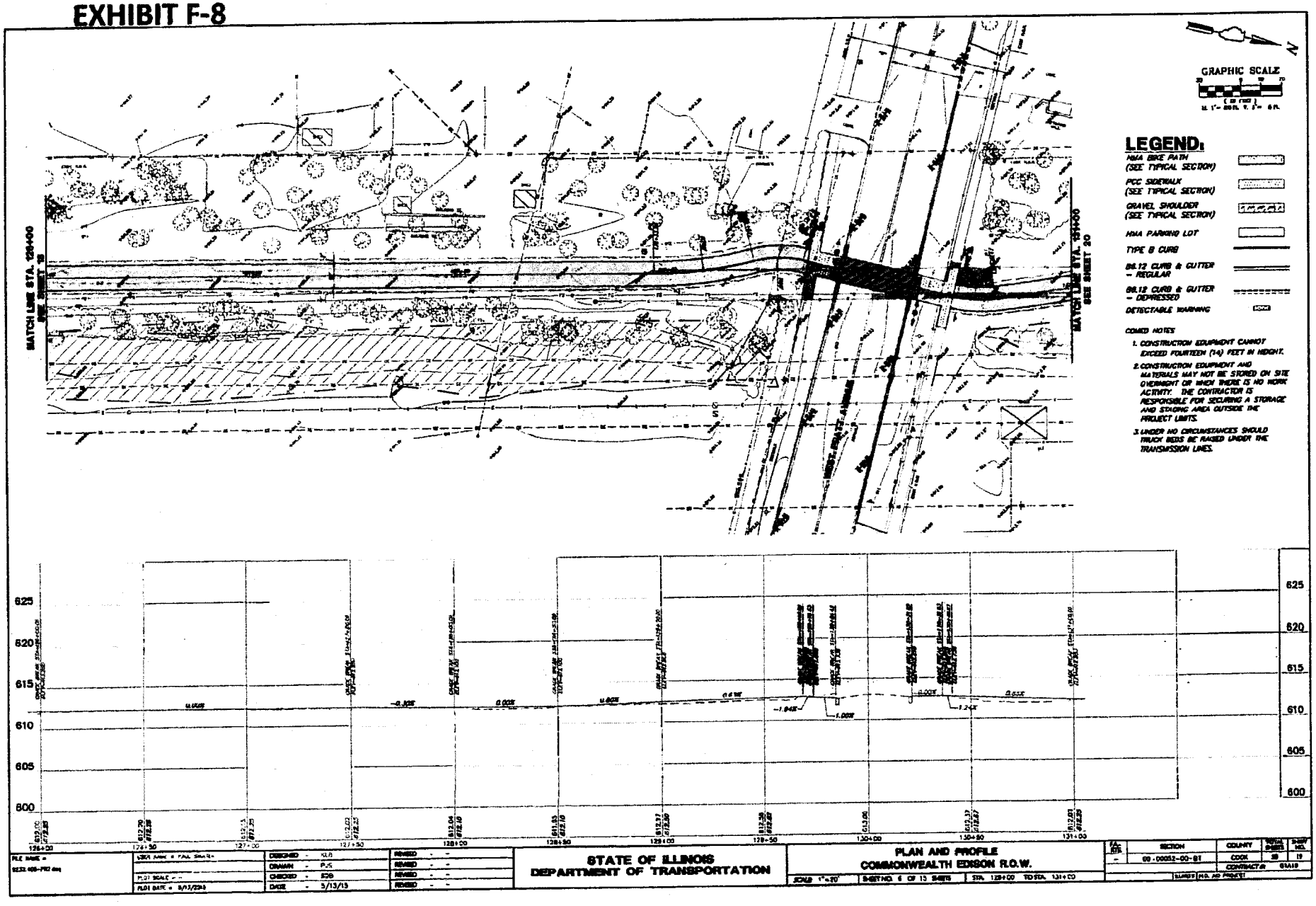
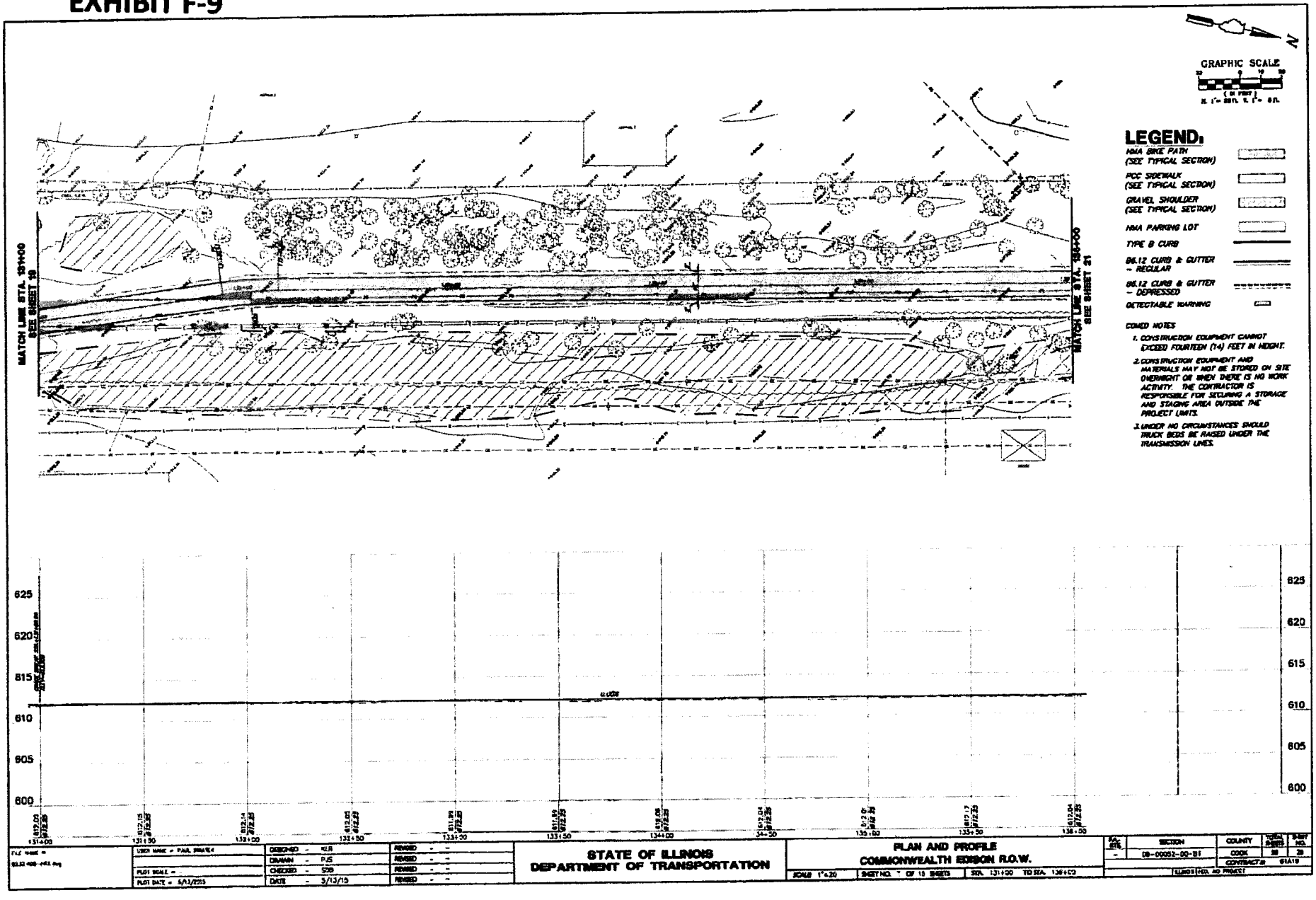
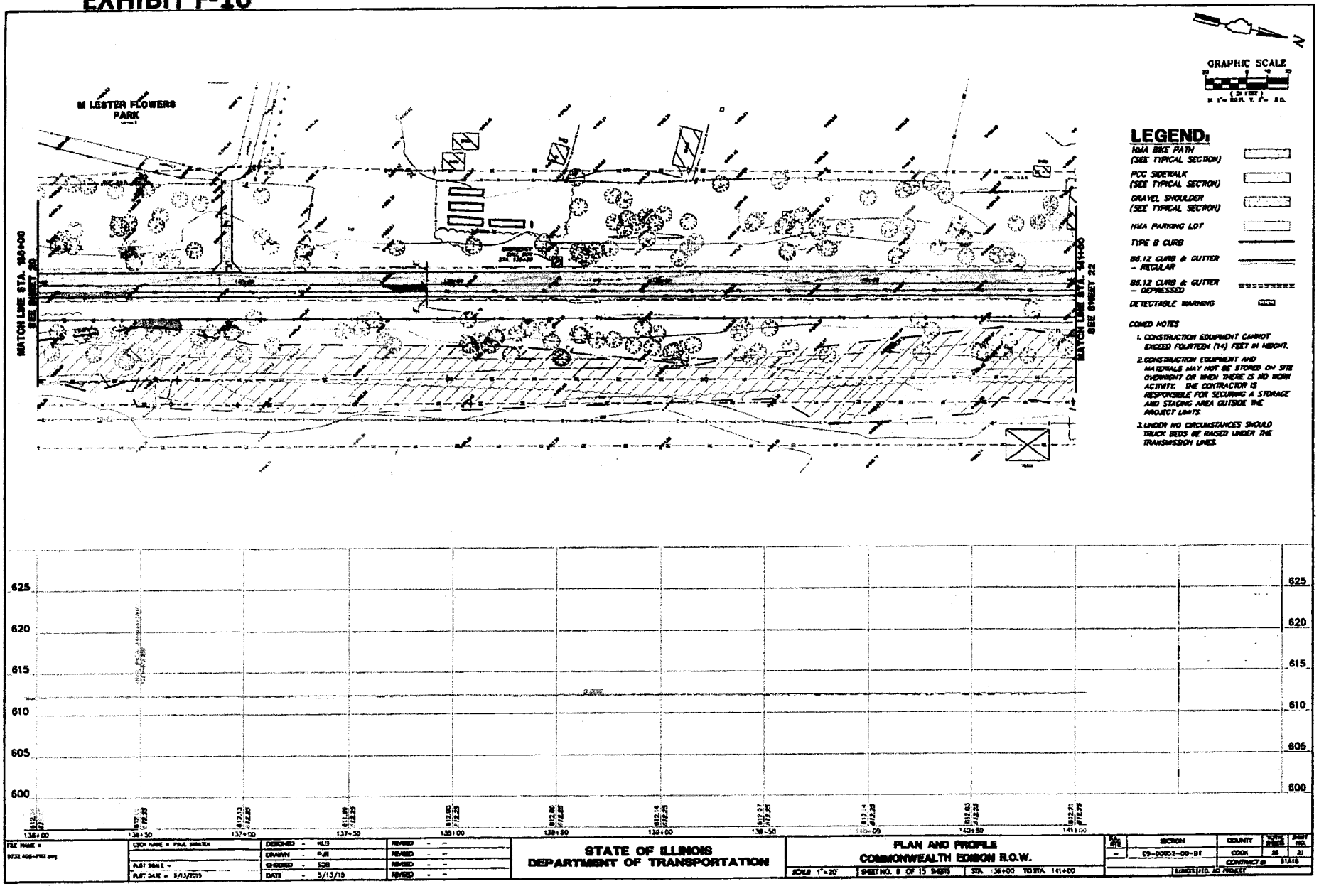


EXHIBIT F-9


GRAPHIC SCALE
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
GENERAL 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.
MATCH LINE STA. 131+00 SEE SHEET 19
MATCH LINE STA. 138+00 SEE SHEET 21
625
620
615
610
605
600
131+00
131+50
132+00
132+50
133+00
133+50
134+00
134+50
135+00
135+50
136+00
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
PLAN AND PROFILE
COMMONWEALTH EDISON R.O.W.
SCALE 1"=20'
SHEET NO. 1 OF 10 SHEETS
STA. 131+00 TO STA. 136+00
SECTION
09-00052-00-EI
COUNTY
COOK
CONTRACT #
61A19
ILLINOIS FED. AID PROJECT

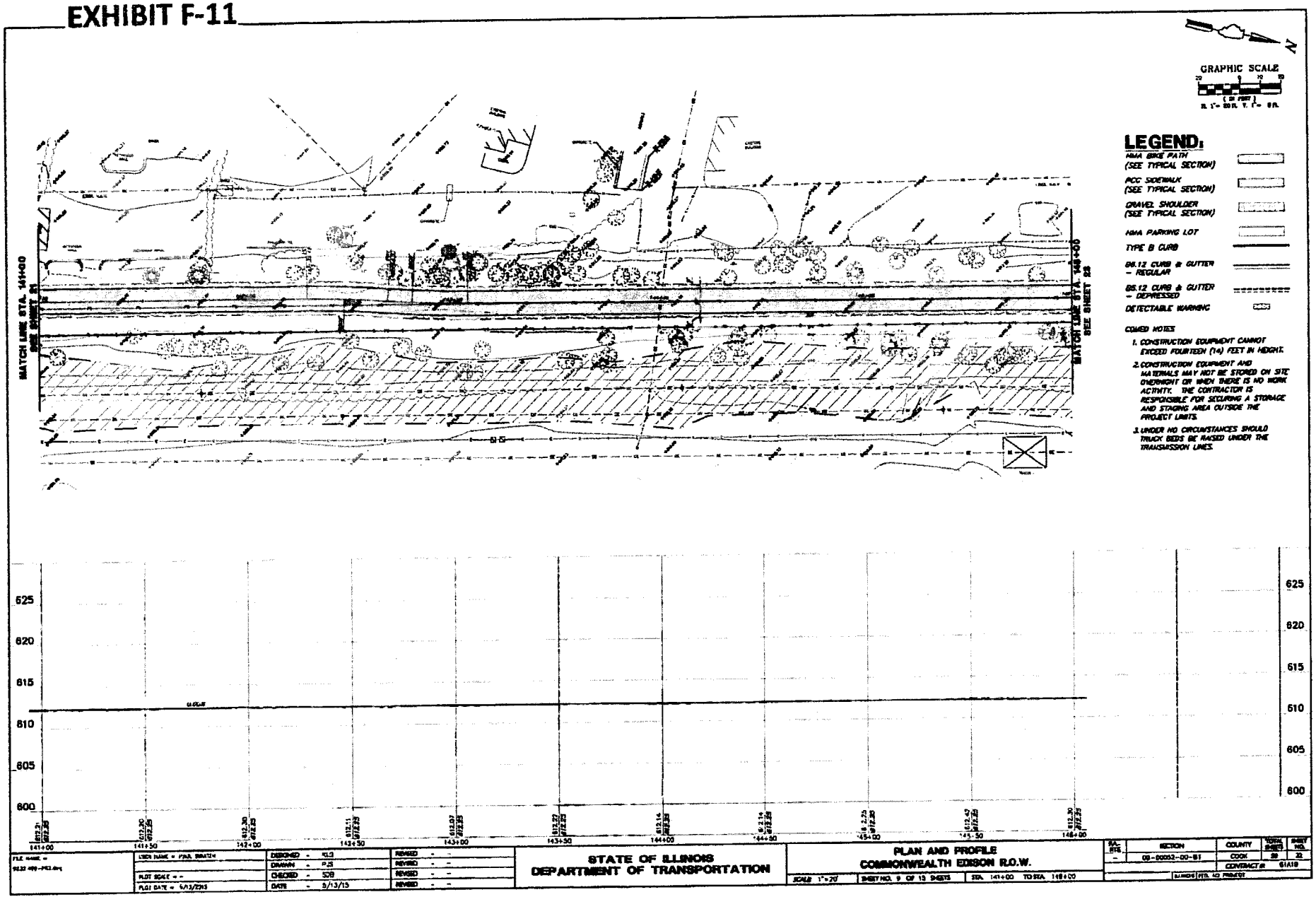
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EXHIBIT F-10



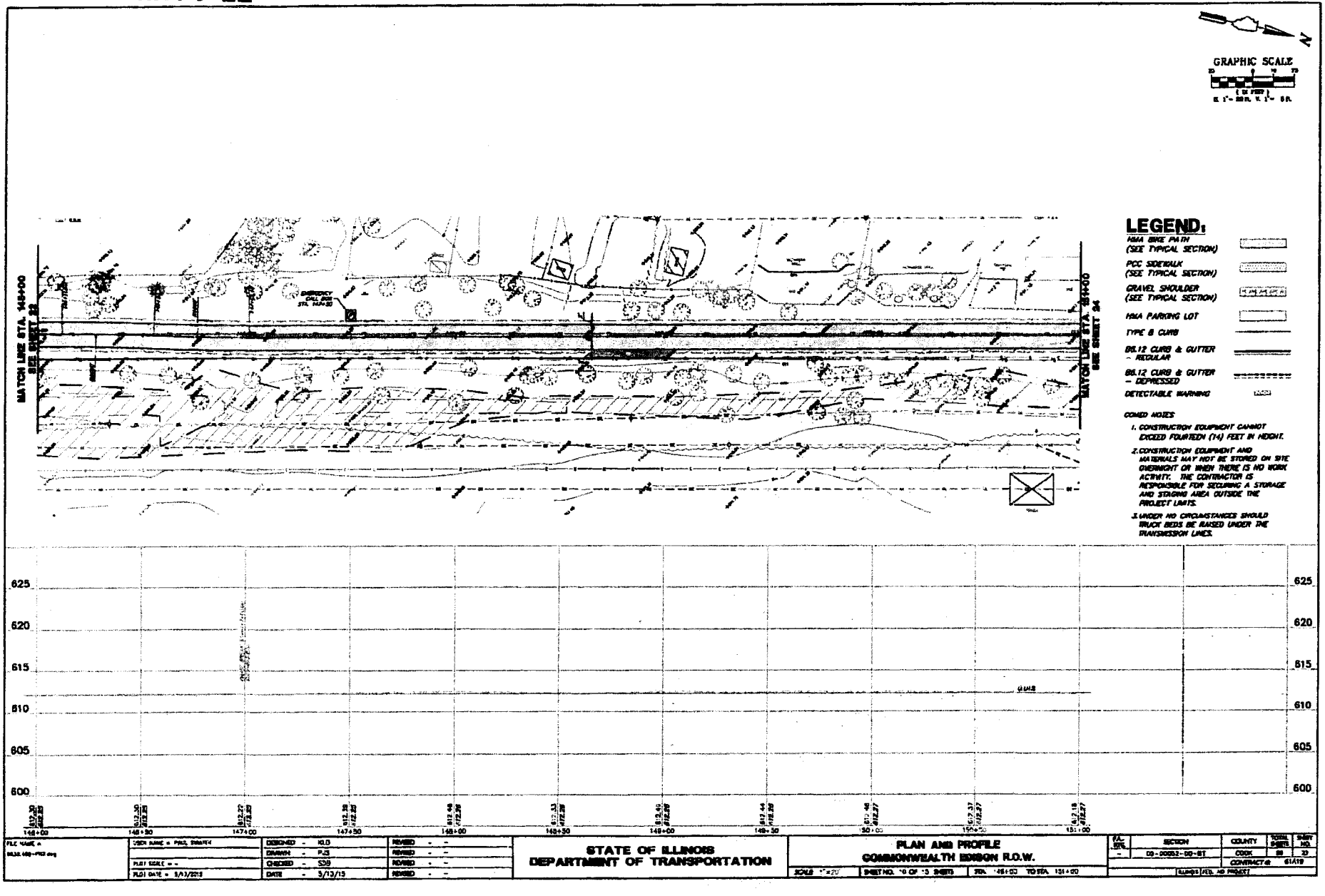
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EXHIBIT F-11



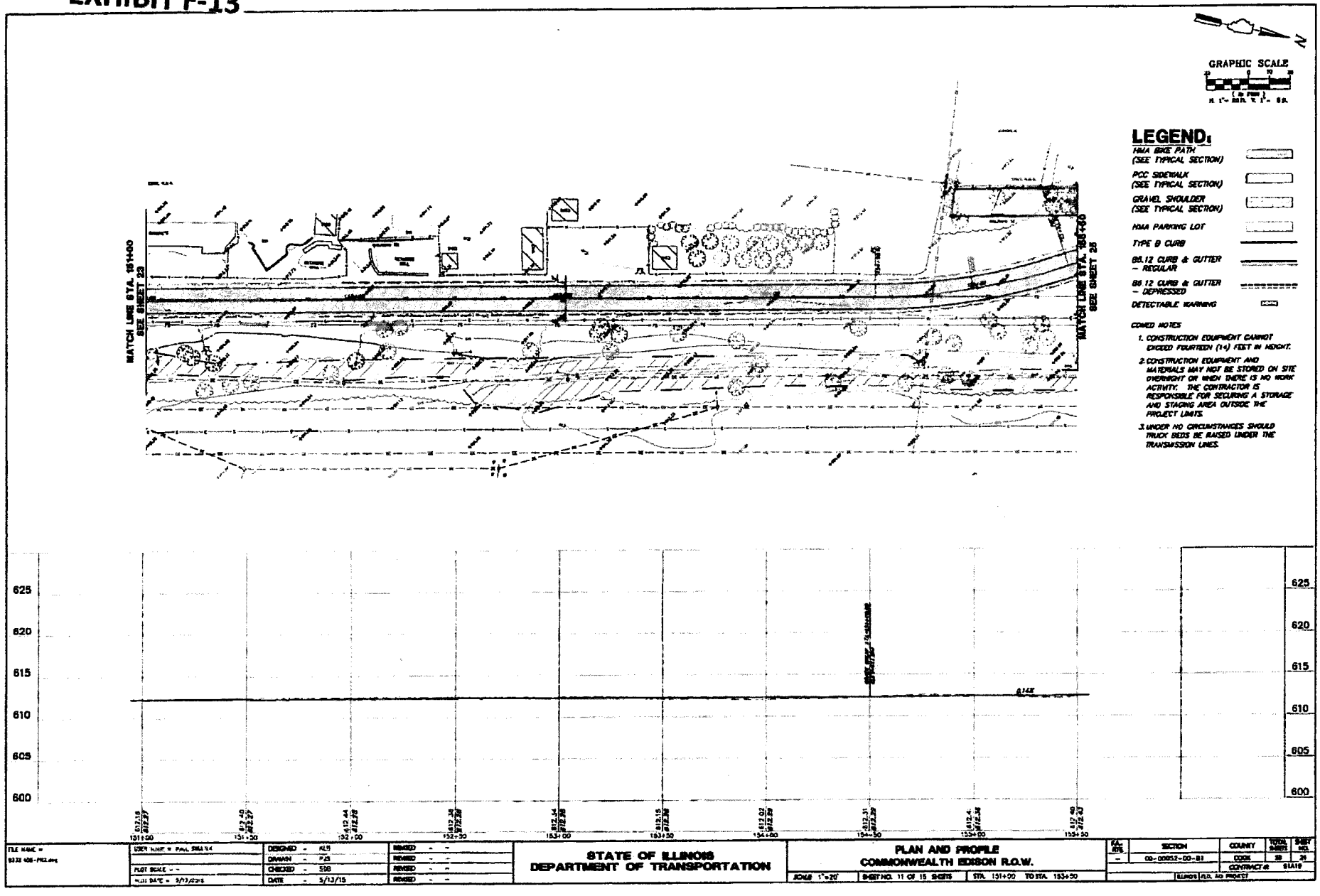
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EXHIBIT F-12



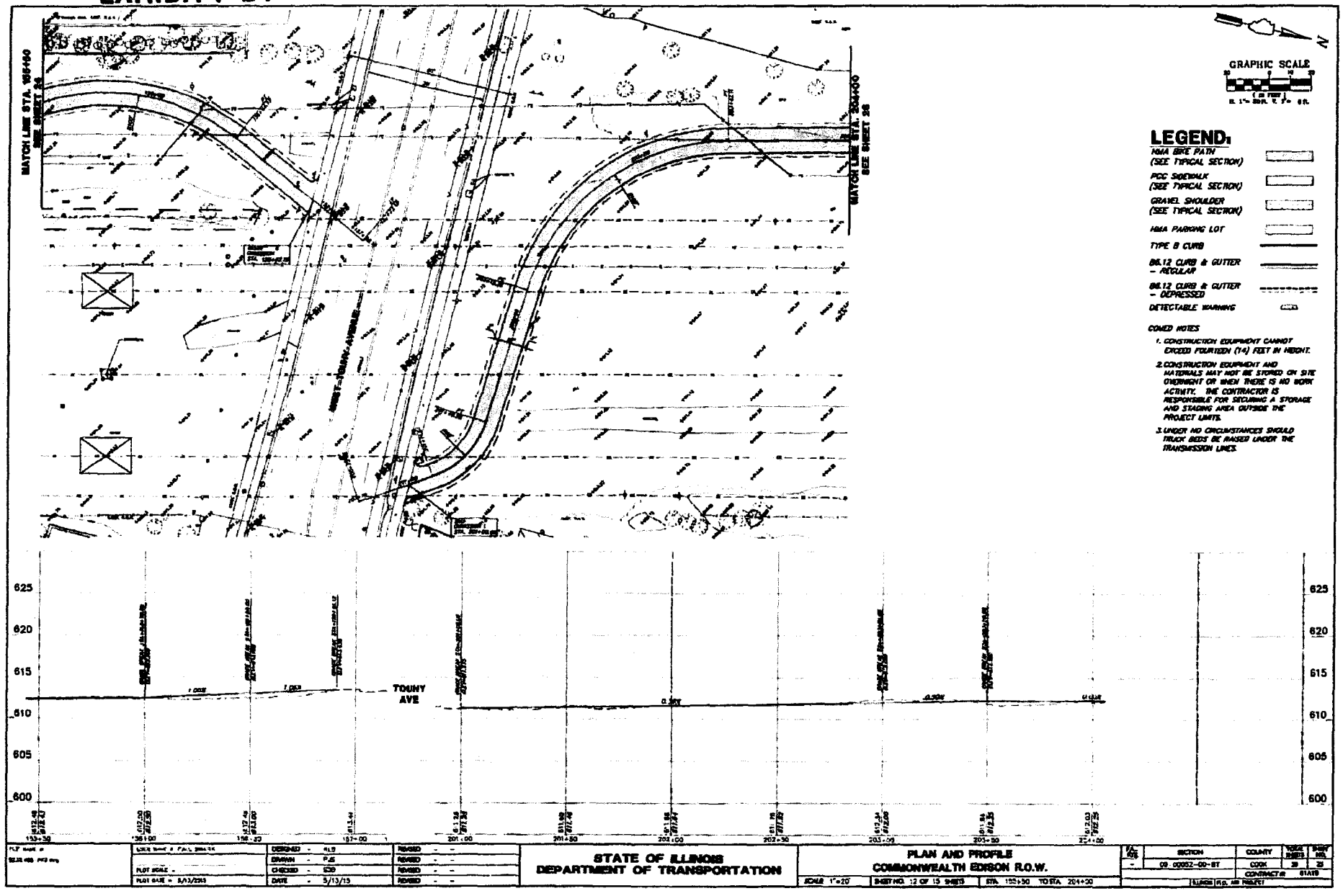
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EXHIBIT F-13



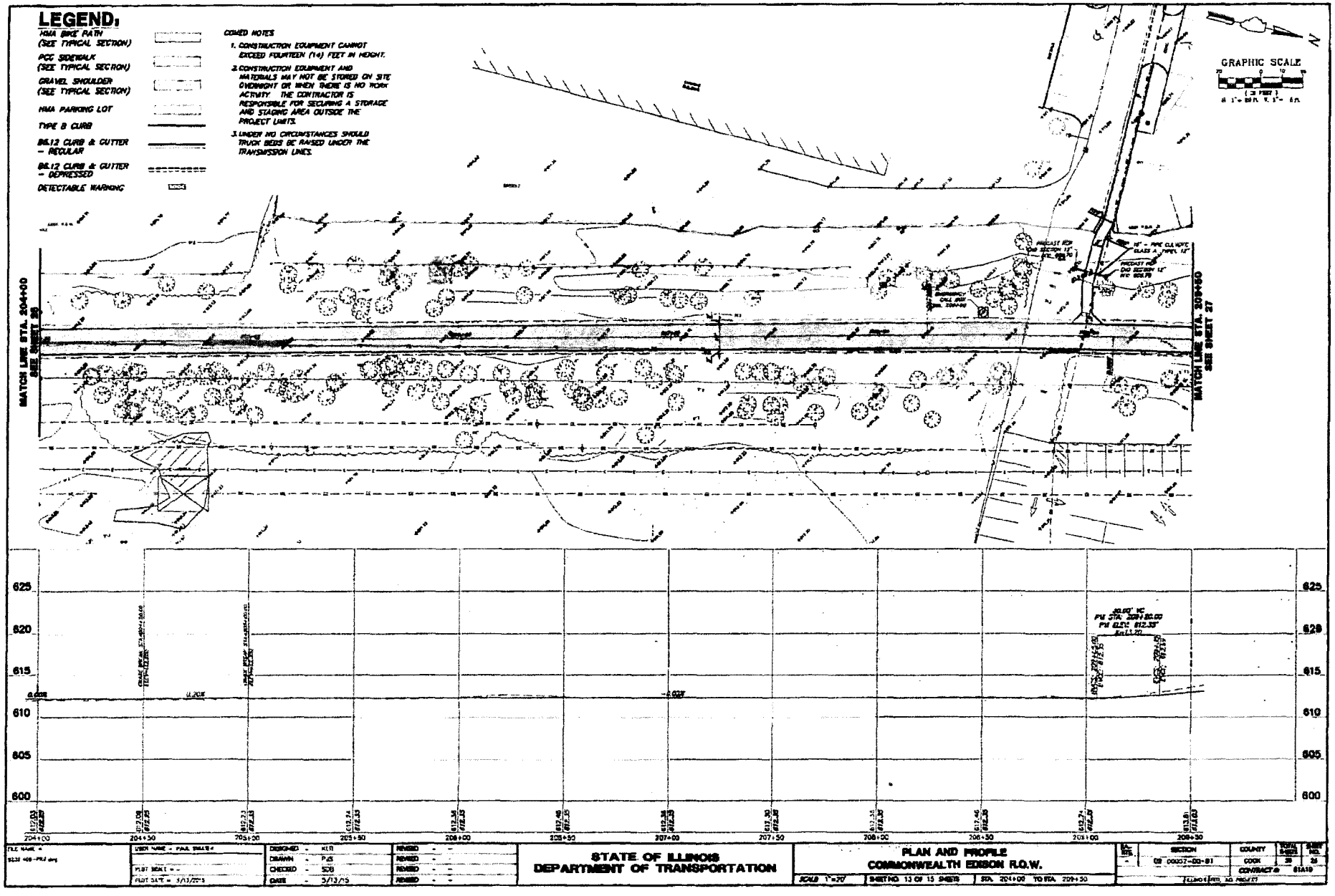
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EXHIBIT F-14



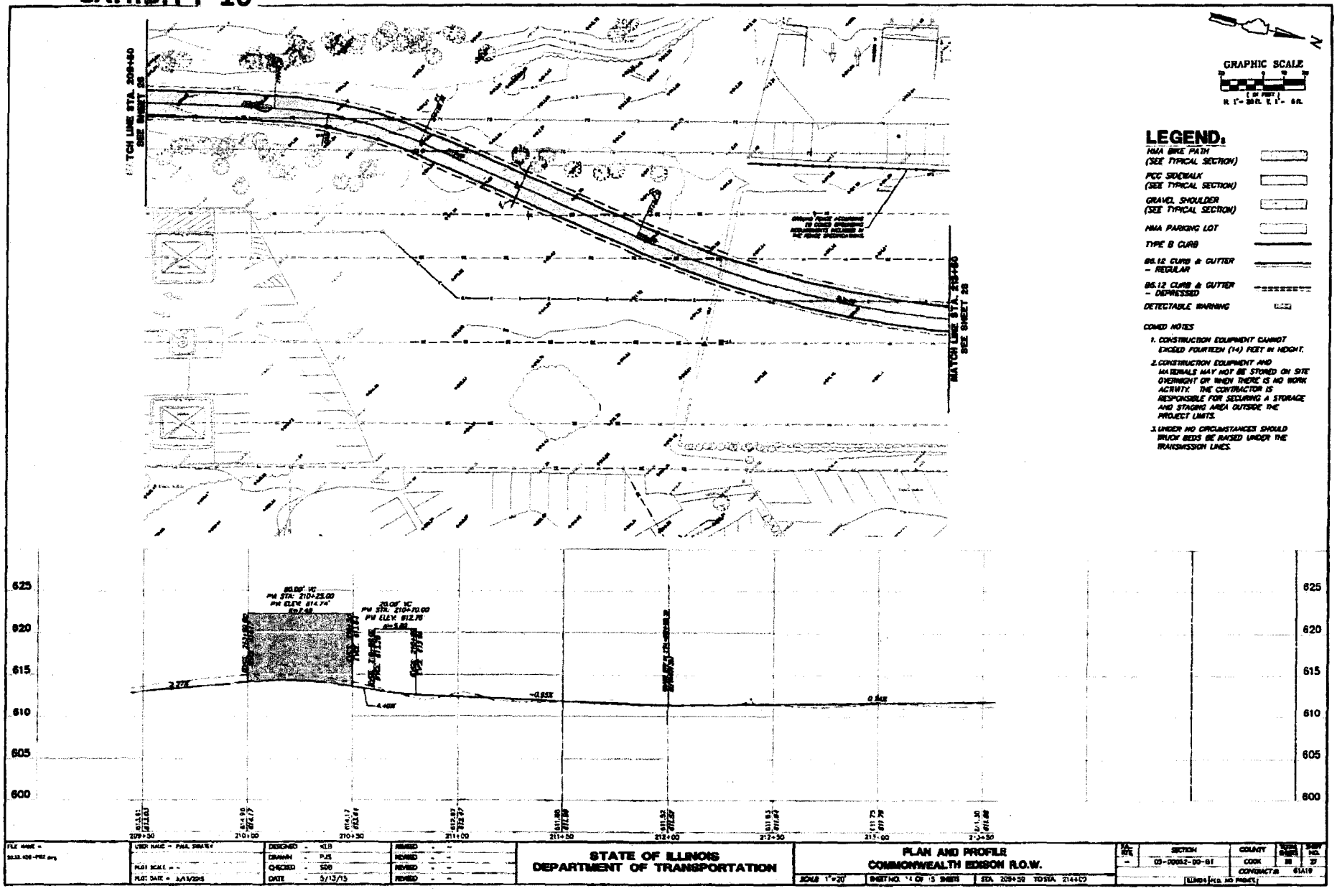
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EXHIBIT F-15



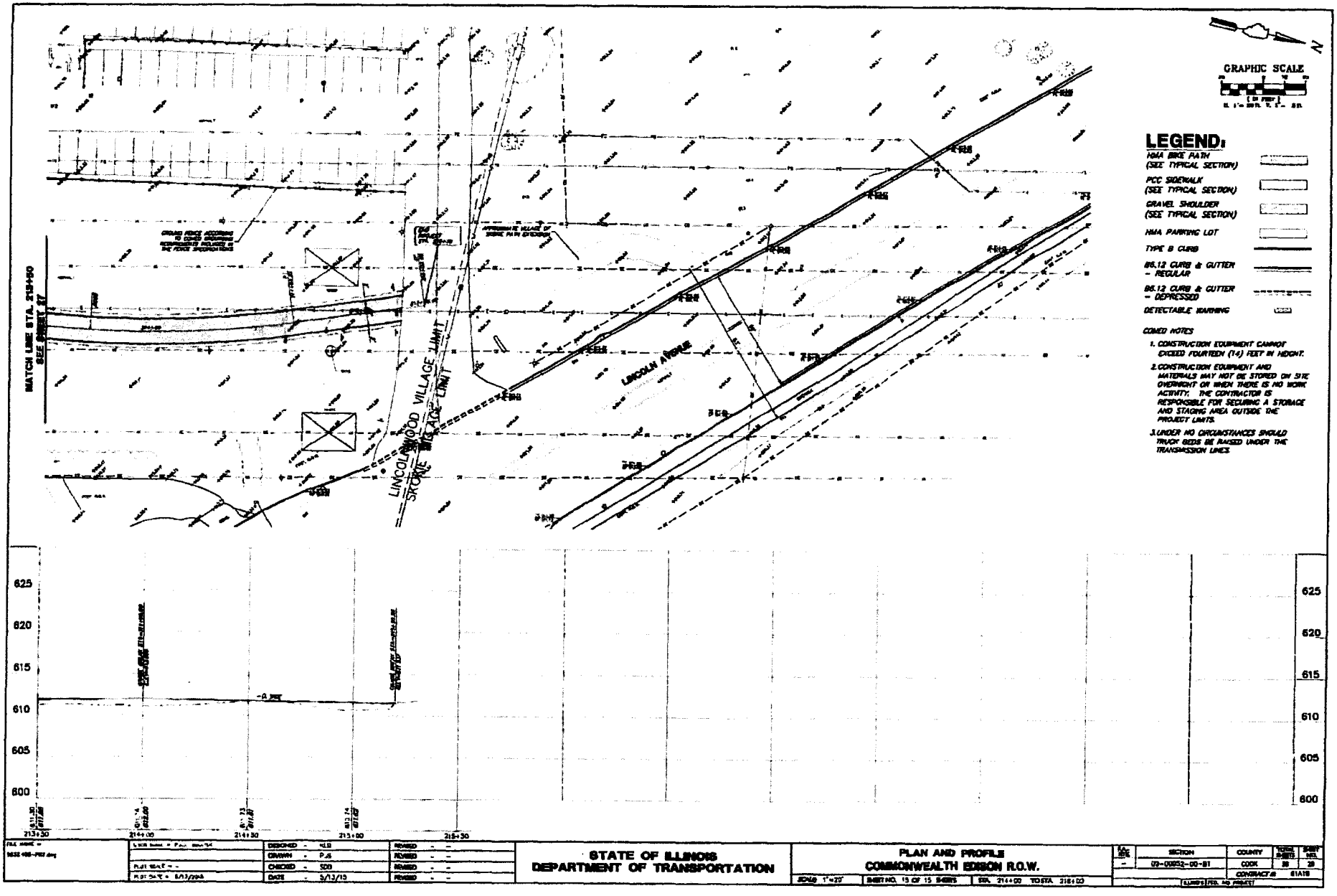
Return to VB Agenda

EXHIBIT F-16



Return to VB Agenda

EXHIBIT F-17



Return to VB Agenda

From: "Wiberg, Tim" <TWiberg@lwd.org>
Date: August 14, 2015 at 11:39:18 AM CDT
To: "'Cavallaro, Carlo F.:(ComEd)'" <Carlo.Cavallaro@ComEd.com>
Cc: "Hincapie, Janice" <jphincapie@lwd.org>, Hart Passman <Hart.passman@hklaw.com>
Subject: RE: ComEd/Lincolnwood: recreational lease

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

Return to VB Agenda

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.
    - 1-3 – Seem out of place, there are no goals or other fixtures on the route at this time.
    - 4-7 are OK
    - 8 – Are there buried cables etc. along this route? What else is out there?
    - 9 is OK
    - 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.
    - 11-27 are OK
    - 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
    - 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: June 20, 2017 **AGENDA ITEM NO: 6**

ORIGINATING DEPARTMENT: Public Works

SUBJECT: Consideration of a Resolution Approving the Lincolnwood Chamber of Commerce Street Light Banner Program on Pratt Avenue between McCormick Boulevard and Hamlin Avenue and in the Northeast Industrial District on Northeast Parkway, Hamlin Avenue, and Morse Avenue

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
On February 17, 2015 the Village Board discussed a request from the Lincolnwood Chamber of Commerce and Industry (Chamber) to install banners on Village-owned street lights on Touhy Avenue. The banners would include language identifying the Chamber and include the name of businesses that paid to advertise on the bottom of the banner. The purpose of the program is to provide Lincolnwood businesses an opportunity to advertise along the Village's industrial corridor, create a community identifier for the commercial district, and provide an ongoing fundraiser for the Chamber through the annual program. The program will be offered to any businesses that are in good standing with the Chamber. The Chamber will hire a contractor to install and maintain the banners and the contractor will name the Village as additionally insured on their liability insurance. In the event of emergencies, the Public Works Department will communicate with the Chamber if any banners become damaged and require maintenance. The Village maintains the right to hang banners on the poles and will provide the Chamber with 30 day notice prior to hanging any Village banners.

The Village Board endorsed the program and requested that the Plan Commission hold a public hearing to discuss changes to the Zoning Code to allow advertising on street lights. The Plan Commission held a public hearing on April 11, 2015 and the Village Board adopted Ordinance No. 2015-3155 which allowed advertising on street light pole banner signs. The Ordinance requires any banners to receive approval of the Village Board via a Resolution.

As previously noted, the program was originally intended for Touhy Avenue which is under control of the Illinois Department of Transportation (IDOT) and a permit application for the Chamber's banner program was submitted to IDOT for review. After a lengthy review of the request, IDOT informed the Village that the permit would not be approved because State law does not allow for advertising within the State's right-of-way.

On February 7, 2017 the Village Board discussed a revised program that included the installation of banners on Pratt Avenue between McCormick Boulevard and Hamlin Avenue as a pilot site. If the program were to be successful, the Chamber discussed the possibility of seeking to expand the program into other areas of the Northeast Industrial District on Northeast Parkway, Hamlin Avenue, and Morse

Avenue. There are 32 light poles on Pratt Avenue, eight light poles on Hamlin Avenue, five light poles on Morse Avenue, and 20 light poles on Northeast Parkway that could be used to hold banners. Each pole can accommodate two banners. During discussion, the Village Board expressed concern with installing banners that included advertising on the same street as residential properties as well as whether the banners would be sufficiently visible when the trees were full of leaves. The Village Board unanimously voted to continue the discussion at a future date.

Following the February 7, 2017 meeting, staff mailed letters to all of the residential properties on Pratt Avenue between McCormick Boulevard and Hamlin Avenue seeking input on the program. Letters were sent to 82 residential addresses and staff received one response, who indicated they were not in favor of the program. On June 1, 2017 the Chamber submitted a letter stating that they do not believe the leaves would hinder their program and requested that it be again reviewed by the Village Board.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Letters from Chamber of Commerce & Industry
3. Mockup of Proposed Banner and Draft Brochure
4. February 7, 2017 Village Board Minutes
5. June 20, 2017 Presentation

RECOMMENDED MOTION:
Move to approve a Resolution approving the installation of street pole banner signs on Pratt Avenue between McCormick Boulevard and Hamlin Avenue, and in the Northeast Industrial District.

Return to VB Agenda

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

A RESOLUTION APPROVING THE INSTALLATION OF STREET POLE BANNER SIGNS ON PRATT AVENUE BETWEEN MCCORMICK BOULEVARD AND HAMLIN AVENUE, AND IN THE NORTHEAST INDUSTRIAL DISTRICT

WHEREAS, the Village 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, Section 11.05(25) of the "The Village of Lincolnwood Zoning Ordinance," as amended (***"Zoning Ordinance"***), regulates the display of banner signs affixed to street poles in public rights-of-way (***"Street Pole Banner Signs"***); and

WHEREAS, pursuant to Section 11.05(25)(ii) of the Zoning Ordinance, Street Pole Banner Signs may only be installed upon specific street poles in a public right-of-way approved by the Village Board of Trustees by resolution, which resolution must not be adopted unless evidence is presented that the owner of the affected poles and right-of-way authorize the installation of the Street Pole Banner Signs; and

WHEREAS, the Lincolnwood Chamber of Commerce (***"Chamber"***) has submitted an request to the Village to install Street Pole Banner Signs on Pratt Avenue between McCormick Boulevard and Hamlin Avenue (***"Proposed Street Pole Banner Signs"***); and

WHEREAS, the Chamber has indicated that, if its Street Pole Banner Sign program is successful on Pratt Avenue, it may desire to expand the program to other streets in the Village, including Northeast Parkway between McCormick Boulevard and Central Park Avenue, Central Park Avenue between Lawndale Avenue and Pratt Avenue, Hamlin Avenue between Lunt Avenue and Pratt Avenue, and Morse Avenue between the former Union Pacific right-of-way and Hamlin Avenue (collectively, the ***"Northeast Industrial District"***); and

WHEREAS, the Village is the owner of both the poles and right-of-way affected by the Proposed Street Pole Banner Signs and, in its authority as owner, desires to authorize the installation of the Proposed Street Pole Banner Signs by the Chamber; and

WHEREAS, the Village President and Board of Trustees have determined that the installation of the Proposed Street Pole Banner Signs by the Chamber will serve and be in the best interest of the Village and its residents;

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 PROPOSED STREET POLE BANNER SIGNS. In accordance with, and pursuant to, Section 11.05(25) of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 3 of this Resolution, the Village President and Board of Trustees do hereby: (i) approve the installation by the Chamber of the Proposed Street Pole Banner Signs on Pratt Avenue and, upon request by the Chamber and approval by the Village Manager, the other Village-owned streets within the Northeast Industrial District; and (ii) authorize the Village Manager to approve the final designs and specifications for all Proposed Street Pole Banner Signs prior to installation.

SECTION 3. LIMITATION OF APPROVAL. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance or any other rights the Chamber may have, the approval granted in Section 2 of this Resolution will apply and be limited only to the installation of Street Pole Banner Signs at those specific locations identified in the recitals of this Resolution. No additional Street Pole Banner Signs may be installed without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.

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 _____, 2017.

AYES: _____

NAYS:_____

ABSENT:___

ABSTENTION:_____

APPROVED by me this _____ day of _____, 2017.

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

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

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

Return to VB Agenda

LINCOLNWOOD
Chamber of Commerce & Industry
4433 West Touhy Avenue, Mezzanine Level
Lincolnwood, Illinois 60712

June 1, 2017

Village of Lincolnwood
6900 Lincoln Avenue
Lincolnwood, Illinois 60712

Re: Lincolnwood Chamber Banner Program

Dear Village Board,

Please let this letter serve as an update to the Banner Program. Following concerns over the obstructed view posed at the last Board Meeting, we waited until the leaves grew in by the proposed light poles. After some discussion on the matter, we have agreed as a Board that the growth will not be a hindrance to our banners.

We therefore request that the Village Board grant our initial request to allow the Chamber of Commerce to begin the Banner Program as presented in earlier meetings.

We thank you for your continued support and guidance.

Sincerely,

Damien Kardaras, President
Lincolnwood Chamber of Commerce & Industry

Return to VB Agenda

LINCOLNWOOD
Chamber of Commerce & Industry
4433 West Touhy Avenue, Mezzanine Level
Lincolnwood, Illinois 60712

January 12, 2017

Village of Lincolnwood
Mayor Turry, President
6900 North Lincoln Avenue
Lincolnwood, Illinois 60712

Re: Banner Program Proposal

Dear Mayor Turry,

Our initial request for consideration dated February 17th 2015 asked the Village to allow the Lincolnwood Chamber of Commerce & Industry (hereafter the "Chamber") to host a banner program. The Chamber proposed that the Village allow a section of Touhy Avenue between Crawford and McCormick as an initial starting point for the banner program. Since the Touhy Avenue roadway is managed by IDOT, the Village made a formal request with IDOT representatives asking for approval for the banner program following Village approval. After some delay, the final response from IDOT was to deny the program due to Illinois law that prevents commercial advertising along IDOT managed roadways.

In an effort to move forward with the program, Chamber members and Village members met to discuss other options. One option was to utilize Pratt Avenue and another option was to utilize the North East Parkway since both roadways are managed solely by the Village. In addition, sections of Pratt Avenue that are residential were discouraged as an initial testing site for the program. An agreed testing site along Pratt Avenue starting at McCormick and running West bound along the commercial section of the roadway was selected as the best option to begin the program.

The Chamber humbly requests permission from the Village of Lincolnwood to allow the Chamber to begin the banner program. As previously stated during the February 17th, 2015 meeting, the Chamber proposes the following:

- Purpose of the program:
  - Opportunity for businesses to advertise
  - Creation of a community identifier and brand for the commercial district
  - Provide an ongoing fundraiser for the Chamber
- Annual program
- Offered to Lincolnwood businesses that are in good standing with the Chamber
- The Chamber would be responsible for receiving and placing all banner orders:
  - Their contractor (Bannerville USA) would install and maintain the banners
  - Public Works will assist in emergency situations and communicate with the Chamber if banners need maintenance
  - The Chamber's contractor would name the Village as an additional insurer on their liability insurance and provide proof of insurance annually
- The Village would maintain the right to hang Village owned banners on the street lights

Following additional discussion about the program and concerns raised by the Village, additional considerations that will be made if the program is allowed are as follows:

- In the event that banner maintenance agreements are not renewed, the Chamber would, at its own expense, provide banners without corporate sponsorship logos attached in order to maintain a full set of banners along the test site until such time as another corporate sponsor commitment is put in place of the "sponsor-less" banners.
- The Chamber will provide a request letter for approval of the banner program. A final mock-up of the banner graphics would be provided in conjunction with the request letter. Both the request letter and the final mock-up would be subject to Village approval.
- The Village will consider adding additional street poles if the initial test site is successful. The Chamber will be required to submit additional written requests and be granted permission from the Village prior to any such expansion of the program.

With the Lincolnwood Chamber of Commerce committed to providing support to our business community, and the Village of Lincolnwood aiming to provide a framework by which organizations within the Village can all prosper together, the Chamber feels that gaining Village acceptance of the banner program would solidify a bond that all of us share by beautifying an area with visual indicators of a main Lincolnwood road, by promoting businesses within the Village, and by supporting the ongoing efforts of the Lincolnwood Chamber to bring us all together. We ask that you allow us that opportunity.

Return to VB Agenda

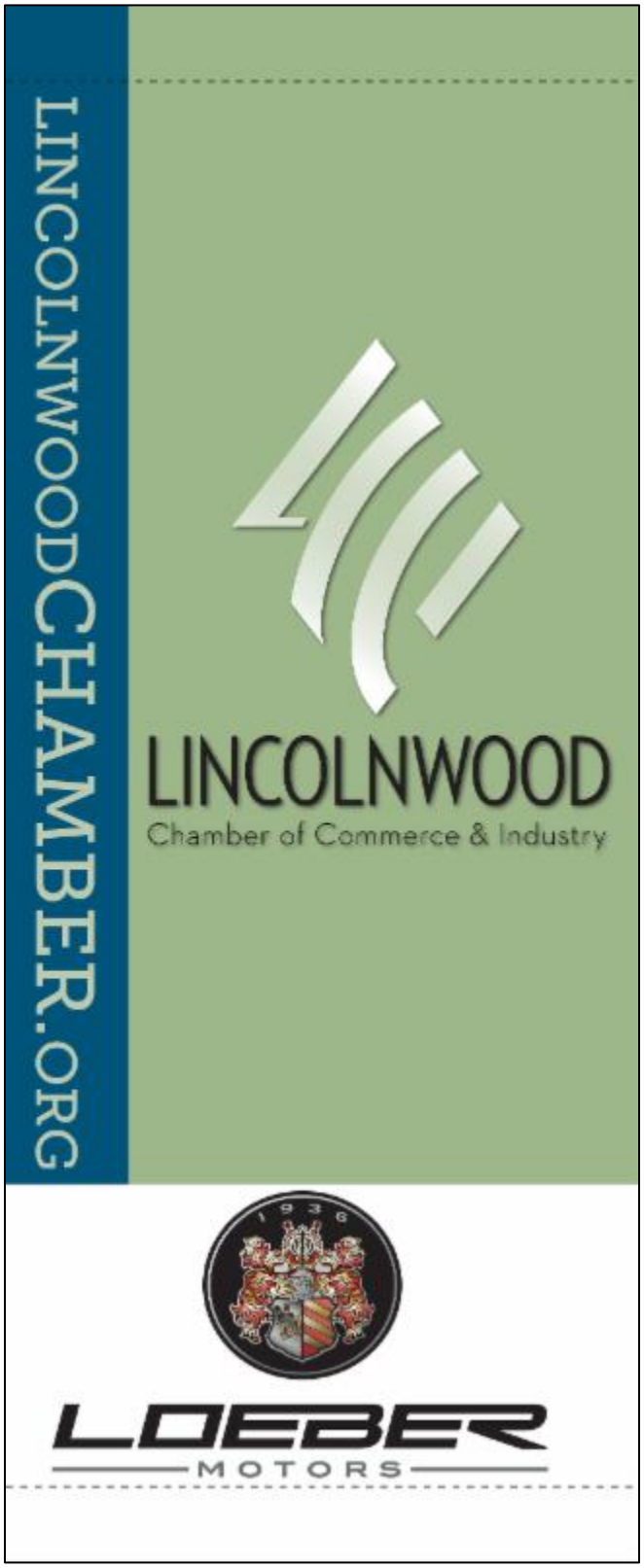
Thank you for your continued support and guidance.

Sincerely,

Damien Kardaras, President
Lincolnwood Chamber of Commerce & Industry

Return to VB Agenda

Banner Mockup



Return to VB Agenda

LINCOLNWOOD
Chamber of Commerce & Industry

Your Information Here

For best results consider selecting 1 or 2 of the following to be printed on your banner:

Company Name
Logo
Website
Phone number

Pricing and Renewal Fees

NEW ORDERS

$300 each for 1-2 banners + $50 (set-up fee)
$275 each for 3-9 banners + $50 (set-up fee)
$250 each for 10+ banners + $50 (set-up fee)

ANNUAL RENEWAL FEE

$150 each for 1-2 banners
$125 each for 3-9 banners
$100 each for 10+ banners

The annual renewal fee covers all maintenance and permitting fees.

_____
Name

_____
Company

_____
Address

_____
Phone

_____
Fax

1-2 banners _____ x $300 each = $ _____

3-9 banners _____ x $275 each = $ _____

10+ banners _____ x $250 each = $ _____

+ $50 set-up fee

Total Amount Due $ _____

Payment

Please make check payable to the Lincolnwood Chamber of Commerce & Industry. Payment must be received before the order can be processed

Please provide approximate addresses of where you would like your banners displayed below. Locations are not guaranteed. See opposite side for restrictions.

1. _____
2. _____
3. _____
4. _____
5. _____

Terms: I understand by signing below that the banners I ordered will remain up for one full year. After one year, an renewal fee must be paid annually in order for the banner to remain up. Also, I understand that my annual SCOC membership must be current to remain in the program.

_____
(please sign for order to be processed)

PLEASE RETURN FORM TO:

Lincolnwood Chamber of Commerce & Industry
4433 W. Touhy Ave. Mezzanine Level
Lincolnwood, Il. 60712

Return to VB Agenda

Lincolnwood Chamber of Commerce & Industry Banner Program

Display your business name on prominent commercial streets by ordering street pole banners for your business!

Through participation in this exciting program, you can advertise to the thousands that pass through the commercial streets of Lincolnwood daily. This promotional offer is exclusive to Lincolnwood Businesses who are Chamber members in good standing

Program Details

- The banners are installed on light poles along commercial streets in Lincolnwood
- Business information will be printed on the lower 1/3 of both sides of the 6-foot banner.
- Your banner is guaranteed to remain up for one year at which time members will have the option to renew.*
- The Chamber will fix or replace any wear or tear the banner suffers during the first year at no additional charge.
- Membership must be current for banners to be displayed.
- Banners cannot be displayed on signal lights, poles currently occupied by other members or on poles outside of competitors.

*The Lincolnwood Chamber of Commerce does not guarantee continual banner display on some streets. The Village of Lincolnwood reserves the right to remove banners.

LINCOLNWOOD
Chamber of Commerce & Industry

2015 Lincolnwood Chamber of Commerce & Industry Street Pole Banner Program

Advertise
24 hours a day,
7 days a week!

Return to VB Agenda

VILLAGE OF LINCOLNWOOD
PRESIDENT AND BOARD OF TRUSTEES
REGULAR MEETING
VILLAGE HALL COUNCIL CHAMBERS
FEBRUARY 7, 2017

Call to Order

President Pro-Tem Elster called the regular meeting of the Lincolnwood Board of Trustees to order at 7:30 PM, Tuesday, February 7, 2017, in the Council Chambers of the Municipal Complex at 6900 N. Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

Pledge to the Flag

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

Roll Call

On roll call by Village Clerk Beryl Herman the following were:
PRESENT: President Pro-Tem Elster, Trustees Cope, Patel, Klatzco, Spino,
ABSENT: President Turry (by phone).

A quorum was present. Also present: Timothy Wiberg, Village Manager; Ashley Engelmann, Assistant Village Manager; Charles Greenstein, Village Treasurer; Heather McFarlan, Management Analyst; Steven Elrod, Village Attorney; Charles Meyer, Assistant to the Village Manager; Steve McNellis, Director of Community Development ; Robert LaMantia, Police Chief; Robert Merkel, Finance Director.

Approval of Minutes

The minutes of the January 17, 2017 Village Board meeting were distributed and examined in advance. Trustee Patel moved to approve the minutes as presented. The motion was seconded by Trustee Spino.

The motion passed by Voice Vote.

Trustee Bass abstained.

Warrant Approval

Trustee Klatzco moved to approve warrants in the amount of $979,207.11. The motion was seconded by Trustee Spino.

Upon a Roll Call by the Village Clerk the results were:
AYES: Trustees Spino, Klatzco, Patel, Cope, Bass, Elster
NAYS: None The motion passed.

Village President's Report

1. President Pro-Tem Elster spoke regarding Earth Day which will take place around the world on March 25.

2. The Human Relations Commission is sponsoring an Iron Chief event on February 11, 2017

3. Upcoming Meetings

President Pro-Tem Elster announced upcoming meetings. These meeting dates may be found on the Village Website.

4. President Pro-Tem Elster wished a happy 90th birthday to Village Treasurer Chuck Greenstein, all in attendance joined in the good wishes.

Consent Agenda

1. Approval of a Resolution Approving Payment for Reprogramming of Wireless Fire and Burglar Alarms by Chicago Metropolitan Fire Prevention Company in the Nor-to-Exceed Amount of $32,625.

2. Approval of a Request to Issue a Class S-E Liquor License to the Friends of Lincolnwood 2015, Inc. for the 2017 Lincolnwood Fest

3. Approval of Four Resolutions Requesting Motor Fuel Tax Funds from the State of Illinois Pertaining to General Maintenance, Infrastructure Improvements, and Local Match Requirements for a Surface Transportation Program Grant

4. Approval of an Ordinance Approving Special Uses and Variations for the Development of a New Retail Building with a Drive-Through Facility at 4320 West Touhy Avenue

Trustee Patel moved to approve the Consent Agenda, as presented, seconded by Trustee Klatzco.

Upon Roll Call the Results were:
AYES: Trustees Patel, Klatzco,
NAYS: None The motion passed

Regular Business

5. Consideration of a Resolution Approving the Lincolnwood Chamber of Commerce Street Light Banner Program on Pratt Avenue between McCormick Boulevard and Hamlin Avenue and in the Northeast Industrial District

This item was presented by Mark Facchini using PowerPoint

Background and Actions

*February 2015 – The Chamber presented a request to install banners on streetlights along Touhy Avenue
*May 2015 – the Zoning Code was amended to allow Village approved banner advertisements on street light poles
*IDOT reviewed a permit application, which was denied due to a State law that prohibits banners with advertising in the State's right- of- way

Program

*Chamber is requesting that banners be allowed on Pratt Avenue from McCormick Boulevard to Hamlin Avenue
*Chamber will hire a vendor to install and maintain the banners
*Members will pay an annual fee to the Chamber
*The program is intended to provide Lincolnwood businesses an opportunity to advertise along the industrial corridor
*If successful, the Chamber may request to expand the program into other areas of the Northeast Industrial District
#Expansion will require approval of the Village Manager

Light poles and banner mock-up were presented as was a map of the potential location of banners.

Damien Kardaras, Chamber President of the Board of the Chamber addressed the Board and responded to some questions.

Trustee Patel asked if any Chamber member will be able to advertise.

Yes, Chamber members may advertise, even if the business is not located in Lincolnwood.

Trustee Cope wished to know the type of banners. A description was provided.

Discussion ensued regarding alternate placements.

The Chamber Board wishes to start on Pratt and when the area is filled, to place banners on Northwest Parkway.

Trustee Klatzco stated that the best locations for banners would be in the Manufacturing District.

Trustee Spino added that she understood the desire for Pratt. Trustee Cope agreed with Trustee Klatzco.

Trustee Patel moved to continue this discussion at a future date, seconded by Trustee Cope.

Staff needs to be consulted on this.

6. Consideration of an Ordinance Initiating an Eligibility Study for the Re-Designation of the Lincoln-Touhy Redevelopment Project Area, and Waiving Competitive Bidding and Authorizing an Agreement with Kane, McKenna and Associates, Inc., for Performance of the Study

This item was presented by the Village Attorney.

This is in regard to the Lincoln-Touhy TIF. Purpose is to increase property valuation which has declined.

TIF Lifespan is 23 years, six years have gone by.

The Village could end the TIF and open a new TIF, if all requirements are met.

To begin the process, a required study is necessary. Trustee Elster questioned the purpose now.

Attorney Elrod stated that the Village could wait for a new developer. When the TIF was started, the property was not vacant, currently, it is vacant.

Questions regarding the process. Attorney Elrod provided clarification.

Attorney Elrod discussed initiating the process and waiving of bidding.

Trustee Cope questioned at what point a study becomes "stale". At 12 months, it was determined that it was not too long (stale).

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

Upon Roll Call the results were:
AYES: Trustees Spino, Klatzco, Patel, Elster
NAYS: Trustees Cope, Bass

A Super Majority was needed and not achieved.

Trustee Patel moved to approve the Ordinance, not to include the waiver of competitive bidding process, seconded by Trustee Spino.

Upon Roll Call the results were:
AYES: Trustees Patel, Spino, Elster, Klatzco
NAYS: Trustees Cope, Bass The motion passed

7. Consideration of a Resolution Approving an Implementation Plan Addressing the Goals in the Adopted 2016 Comprehensive Plan for the Village of Lincolnwood

Trustee Cope moved to Table this item, seconded by Trustee Bass.

The motion passed by Voice Vote.

Manager's Report

1. Mr. Wiberg announced that Village Offices will be closed on Monday February 20 for observance of Presidents Day

2. Transition of Emergency Police and Fire services to Skokie will take place on March 1.

Board and Commissions Report

None

Village Clerk's Report

None

Trustees Reports

None

Public Forum

Stacey Field read a letter from an attorney regarding Lydia Cohan and the Village.

Resident Lydia Cohan spoke of her issues with the Mayor and Village employees.

Resident Howard Cohan spoke of issues with the Police Department.

Resident Buzz Alpert of issues regarding Village Staff.

Resident Georjean Nickell had questions regarding Banners, TIF and Purple Hotel.

Adjournment

At 9:10 P.M. Trustee Patel moved to adjourn the meeting, seconded by Trustee Cope. The motion passed with a Voice Vote

Respectfully Submitted,

Beryl Herman

Beryl Herman
Village Clerk

Return to VB Agenda

ITEM #6
CHAMBER BANNER PROGRAM

June 20, 2017

Purpose of Discussion

- Request of the Lincolnwood Chamber of Commerce to install banners on light poles along:
  - Pratt Avenue between McCormick Boulevard and Hamlin Avenue
  - Northeast Industrial District on Northeast Parkway, Hamlin Avenue, and Morse Avenue

Background and Actions

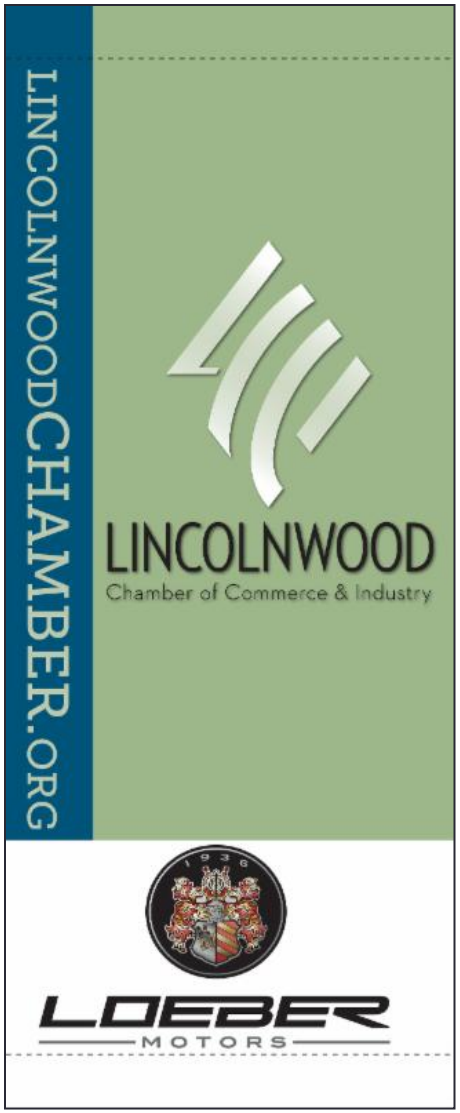
- February 2015, the Chamber presented a request to install banners on street lights along Touhy Avenue
- May 2015, the Zoning Code was amended to allow Village approved banner advertisements on street light poles
- IDOT reviewed a permit application, which was denied after a lengthy review due to a State law that prohibits banners with advertising in the State's right-of-way
- Chamber sought to identify a location on Village-controlled streets to hold the program

Amended Program

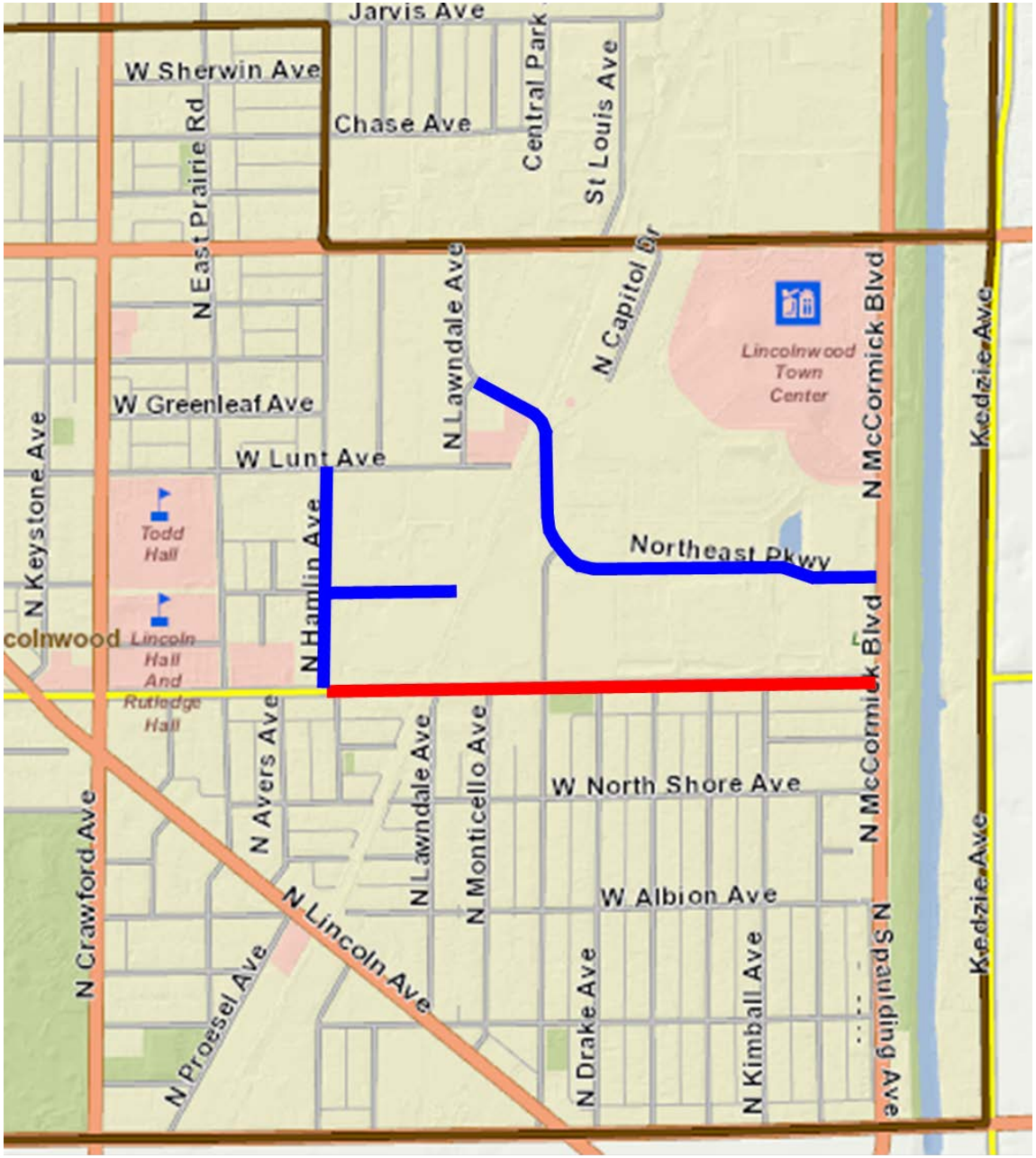
- Chamber is requesting that banners be allowed on Pratt Avenue from McCormick Boulevard to Hamlin Avenue
- Chamber will hire a vender to install and maintain the banners
- Members will pay an annual fee to the Chamber
- The program is intended to provide Lincolnwood businesses an opportunity to advertise along the industrial corridor and provides community identification
- If successful the Chamber may request to expand the program into other areas of the Northeast Industrial District
  - Expansion will require approval of the Village Manager

Light Poles and Banner Mock-up





Location



Pilot Area

Potential Expansion

February Discussion and Follow Up

- February 2017, the Village Board reviewed the amended program that included installation of banners on Pratt Ave and in the NEID
- Discussion was tabled to allow for resident input and for the Chamber to determine if trees with full leaves would impede their program
- Letters were sent to 82 residential properties seeking input
  - Staff received one response from a resident, who was not in favor of the program
- On June 1, 2017 the Chamber submitted a letter stating that the trees were not a concern and they would like to have the program be revisited

Recommended Motion

- Move to approve a resolution approving the installation of street pole banner signs on Pratt Avenue between McCormick Boulevard and Hamlin Avenue and in the Northeast Industrial District

Return to VB Agenda

Request For Board Action

REFERRED TO BOARD: June 20, 2017 **AGENDA ITEM NO: 7**

ORIGINATING DEPARTMENT: Community Development

SUBJECT: Consideration of a Resolution Approving a Pre-Demolition Hold Harmless Agreement between the Village and Phil Stefani, and Waiver of Code Requirements Regarding Demolition Restoration

SUMMARY AND BACKGROUND OF SUBJECT MATTER:
The Zoning requests necessary for a proposed Stefani's Osteria & Bar, to be located at 6755 N. Cicero Avenue, were unanimously approved at the May 2, 2017 Village Board meeting. Since that time, the Petitioner and their design team have been working on preparing Building plans for permit submittal, and have met with staff to discuss all submittal requirements in furtherance of obtaining permits in an expedient timeframe. Mr. Stefani has noted to staff throughout the process that time is of the essence, due to the amount of work necessary to complete this project and the traditional timeframe in which restaurants need to open to ensure early success. Given this expedited schedule, Mr. Stefani feels it necessary to move forward with demolition on-site as soon as possible, in order to be prepared to immediately move forward on new construction once a Building Permit has been approved. However, Village Code Section 14-14-11-7 (attached) requires that construction of a new structure commences or restoration of the site occurs within 30 days after the completion of demolition of a structure. Given the potential for review time on the Building Permit to exceed 30 days after demolition, and the impractical nature of restoring a site that is about to be constructed, Mr. Stefani is seeking relief from the Village Code.

While neither a demolition Permit nor a Building Permit have yet been submitted, both are anticipated in the next few weeks. Given the length of a typical review process for a full Building Permit, and the much shorter time period for a Demolition Permit, obtaining a Demolition Permit prior to the Building Permit could save several weeks in the overall construction schedule. The Village Attorney has prepared the attached Hold Harmless Agreement that would permit the Village to waive the requirements of Village Code Section 14-14-11-7 for a defined period, and would give the Village the right to compel restoration of the property if no construction occurs.

To the best of staff's knowledge, the only other similar request to the Village Board was for the former Purple Hotel demolition. That Hold Harmless Agreement was approved by the Village Board. However, ultimately the prospective developer of that site did not meet the requirements for a continued waiver of Village Code Section 14-14-11-7, and the Village filed suit to compel restoration. The Hold Harmless Agreement approved for the Purple Hotel relied upon that prospective developer moving forward with a concept plan that had no zoning approvals at the time the agreement was approved, and several remaining steps before approvals could be achieved. The difference in this request is that Mr. Stefani has all zoning approvals and anticipates submitting a Building Permit shortly after a demolition Permit is

submitted. In other words, this project is much further along and the likelihood of a failure to construct after demolition is significantly smaller. However, if demolition occurs and no construction takes place within 90 days (or earlier if the occurrence of an Automatic Terminating Event occurs, as defined in the attached agreement), the Village shall have the right to enforce Section 14-14-11-7, which would compel restoration if no construction is underway.

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
1. Proposed Resolution
2. Proposed Hold Harmless Agreement
3. Village Code Section 14-14-11-7

RECOMMENDED MOTION:
Move to approve a Resolution approving a pre-demolition hold harmless agreement with Phil Stefani to issue a demolition permit and temporarily waive enforcement of Section 14-14-11-7 of the Village Code for the property at 6755 N. Cicero Avenue.

Return to VB Agenda

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2017-_____

A RESOLUTION APPROVING A PRE-DEMOLITION SERVICES AGREEMENT WITH PHIL STEFANI AND TEMPORARILY WAIVING ENFORCEMENT OF SECTION 14-14-11-7 OF THE VILLAGE CODE

WHEREAS, the property located at 6755 North Cicero Avenue in the Village (***"Property"***) is currently improved with a building that formerly housed the Kow Kow Restaurant (***"Existing Building"***); and

WHEREAS, Phil Stefani, managing member of Stefani Restaurant Group (***"Stefani"***) is the record title owner of the Property; and

WHEREAS, Stefani proposes to demolish a portion of the Existing Building and to construct a new building on the Property (***"Proposed Building"***), which Proposed Building is to be used as a restaurant; and

WHEREAS, Stefani has obtained certain zoning relief from the Village in connection with its proposed redevelopment of the Property (including, but not limited to, construction of the Proposed Building), and has submitted an application with the Village for building permits in connection with the Proposed Building (***"Building Permits"***); and

WHEREAS, Stefani wishes to obtain a demolition permit (***"Demolition Permit"***) from the Village to begin a partial demolition of the Existing Building prior to issuance by the Village of the Building Permits for the Proposed Building; and

WHEREAS, pursuant to Section 14-14-11-7 of the Municipal Code of the Village of Lincolnwood, as amended (***"Village Code"***), within 30 days after the completion of demolition of a principal structure, either (i) construction of a new principal structure on the same property must commence; or (ii) the property must be restored to, and maintained in, a clean and safe condition in accordance with all applicable provisions of the Village Code and several additional provisions set forth therein which collectively provide for the property to be returned to a park-like state; and

WHEREAS, Section 14-14-11-7(E) of the Village Code provides the Village President and the Board of Trustees with the right, in their sole and absolute discretion, to extend the time for compliance with, or to waive the enforcement of any and all of the requirements set forth in Section 14-14-11-7 of the Village Code upon receipt of a written request therefor; and

WHEREAS, although Stefani and the Village anticipate that the Building Permits will be issued within a reasonable period of time following execution of this Agreement, Stefani has requested that the Village (i) issue the Demolition Permit prior to issuance of the Building Permits, and (ii) temporarily waive enforcement of Section 14-14-11-7 of the Village Code so as to enable Stefani to begin partial demolition of the Existing Building without being required to restore the Property to the condition required pursuant to Section 14-14-11-7(A) of the Village

Code in the event construction of the Proposed Building does not commence within 30 days following completion of the proposed demolition work; and

WHEREAS, the Village President and the Board of Trustees have determined that, in light of Stefani's request, the likelihood that the Building Permits will be issued within a reasonable period of time, and the hardship that strict enforcement of Section 14-14-11-7 of the Village Code would impose on the proposed redevelopment of the Property, it is appropriate to temporarily waive enforcement of Section 14-14-11-7 of the Village Code with respect to the partial demolition of the Existing Building; provided that Stefani agrees to safely secure the Property during the period between the completion of demolition work with respect to the Existing Building and the commencement of construction of the Proposed Building; and

WHEREAS, the Village and Stefani desire to enter into an agreement for the performance of certain activities in preparation for, and in furtherance of, the partial demolition of the Existing Building (***"Agreement"***) as a condition to the Village (i) issuing the Demolition Permit prior to issuance of the Building Permits for the Proposed Building, and (ii) temporarily waiving enforcement of the restoration requirements set forth in Section 14-14-11-7 of the Village Code; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interest of the Village to enter into the Agreement with Stefani and, subject to the terms and conditions contained in the Agreement, to temporarily waive enforcement of Section 14-14-11-7 of the Village Code with respect Stefani's partial demolition of the Existing Building; and

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

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

SECTION 2. APPROVAL OF AGREEMENT. The Agreement by and between the Village and Stefani shall be, and 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 shall be, and they 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 Stefani; provided, however, that if the executed copy of the Agreement is not received by the Village Clerk within 7 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. TEMPORARY WAIVER OF CODE ENFORCEMENT. In accordance with Section 14-14-11-7(E) of the Village Code, the Village President and Board of Trustees do hereby temporarily waive enforcement of Section 14-14-11-7 of the Village Code with respect to

the partial demolition of the Existing Building during the term of the Agreement, and as provided in the Agreement.

SECTION 5. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this ___ day of June, 2017.

AYES: _____

NAYS:_____

ABSENT:____

ABSTENTION:_____

APPROVED by me this _____ day of June, 2017.

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

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

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

#51881308_v1

Return to VB Agenda

EXHIBIT A

AGREEMENT

6/14/17

PRE-DEMOLITION HOLD HARMLESS AGREEMENT
BETWEEN
THE VILLAGE OF LINCOLNWOOD
AND
PHIL STEFANI

(6755 NORTH CICERO AVENUE)

THIS PRE-DEMOLITION HOLD HARMLESS AGREEMENT (***"Agreement"***) is made as of the ___ day of June, 2017, (***"Effective Date"***) between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation (***"Village"***), and **PHIL STEFANI**, Managing Member of Stefani Restaurant Group (***"Stefani"***) (collectively, the Village and Stefani are the ***"Parties"***).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's home rule powers, the Parties hereto agree as follows:

SECTION 1. RECITALS.

A. Stefani is the record title owner of the Subject Property.

B. The Subject Property is currently improved with a building (***"Existing Building"***) which formerly housed the Kow Kow Restaurant.

C. Stefani desires to demolish a portion of the Existing Building, to construct a new restaurant building on the Subject Property (***"Proposed Building***).

D. Stefani has obtained certain zoning relief from the Village in connection with its proposed redevelopment of the Subject Property (including, but not limited to, construction of the Proposed Building), and has submitted an application with the Village for building permits in connection with the Proposed Building (***"Building Permits"***).

E. Stefani wishes to obtain a demolition permit (***"Demolition Permit"***) from the Village to begin partial demolition of the Existing Building in accordance with Section 14-14-11 of the Municipal Code of the Village of Lincolnwood, as amended (***"Village Code***") prior to issuance of the Building Permits by the Village.

F. Pursuant to Section 14-14-11-7 of the Village Code, within 30 days after the completion of demolition of a principal structure, either (i) construction of a new principal structure on the same property must commence; or (ii) the property must be restored to, and maintained in, a clean and safe condition in accordance with all applicable provisions of the Village Code and several additional provisions set forth therein which collectively provide for the property to be returned to a park-like state.

G. Although Stefani and the Village anticipate that the Building Permits will be issued within a reasonable period of time following execution of this Agreement, Stefani has

requested that the Village (i) issue the Demolition Permit prior to issuance of the Building Permits, and (ii) temporarily waive enforcement of Section 14-14-11-7 of the Village Code so as to enable Stefani to begin partial demolition of the Existing Building without being required to restore the Subject Property to the condition required pursuant to Section 14-14-11-7(A) in the event construction of the Proposed Building does not commence within 30 days following completion of the proposed demolition work.

H. Section 14-14-11-7(E) provides the Village President and the Board of Trustees with the right, in their sole and absolute discretion, to extend the time for compliance with, or to waive the enforcement of any and all of the requirements set forth in Section 14-14-11-7 of the Village Code upon receipt of a written request therefor.

I. The Village President and the Board of Trustees have determined that, in light of Stefani's request, the likelihood that the Building Permits will be issued within a reasonable period of time, and the hardship that strict enforcement of Section 14-14-11-7 of the Village Code would impose on the proposed redevelopment of the Subject Property, it is appropriate to temporarily waive enforcement of Section 14-14-11-7 of the Village Code with respect to the partial demolition of the Existing Building, subject to the terms and conditions contained in this Agreement.

J. The Village and Stefani desire to enter into this Agreement to memorialize their rights and responsibilities regarding the partial demolition of the Existing Building, the performance of the Site Security Services and the proposed redevelopment of the Subject Property.

SECTION 2. SITE SECURITY SERVICES.

In consideration of the agreement by the Village to issue the Demolition Permit and temporarily waive enforcement of Section 14-14-11-7 of the Village Code, all as provided in Section 3 of this Agreement, Stefani shall, and does hereby agree to secure the Subject Property for safety (***"Site Security Services"***), as determined by the Village Manager, during the period between completion of the partial demolition of the Existing Building and the commencement of construction of the Proposed Building.

SECTION 3. VILLAGE AGREEMENT.

In consideration of the agreement by Stefani to perform and complete all of its obligations under this Agreement (including, without limitation, the Site Security Services), the Village shall, and does hereby agree as follows:

A. Issuance of Demolition Permit. So long as this Agreement remains in effect and has not been terminated pursuant to Section 4 of this Agreement, the Village shall issue the Demolition Permit in accordance with and, except as otherwise expressly provided herein, subject to the provisions of Section 14-14-11 of the Village Code.

B. Temporary Waiver of Code Enforcement. So long as this Agreement remains in effect and has not been terminated pursuant to Section 4 of this Agreement, and Stefani continues to provide the Site Security Services in accordance with Section 2 of this Agreement,

Stefani shall have no obligation to restore the Subject Property and the Village shall refrain from enforcing Section 14-14-11-7(A) of the Village Code with respect to Stefani's partial demolition of the Existing Building located on the Subject Property.

SECTION 4. TERM.

A. Term. This Agreement shall be for a term (***"Term"***) commencing on the Effective Date of this Agreement, and terminating on the earlier of: (a) 90 days following the Effective Date; and (b) the occurrence of an Automatic Terminating Event (as defined in Section 4.B below).

B. Automatic Early Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate in the event Stefani fails to comply with any of the terms or conditions of this Agreement, including, without limitation, performance of the Site Security Services, and fails to cure any such breach within 48 hours after receipt of a notice thereof from the Village ("***Automatic Terminating Event***"):

C. Demolition and Restoration as a Consequence of Termination. Upon the termination of this Agreement for any of the reasons set forth in this Section 4, the Village shall have the right, without any further notice to Stefani and without notice to, or authorization from, any court of law, to demolish, or cause to be demolished, the Existing Building, and to restore the Subject Property in accordance with Section 14-14-11-7(A) of the Village Code, unless (i) Stefani has not yet commenced any work in connection with the partial demolition of the Existing Building, or (ii) Stefani shall have first either (A) obtained the Building Permits and commenced construction of the Proposed Building in accordance therewith, or (B) restored the Subject Property to the condition required by Section 14-14-11-7(A) of the Village Code.

SECTION 5. ENFORCEMENT.

A. General. The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, enforce this Agreement. Stefani agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the Village, 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, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

C. Survival. This Section 5 shall survive the expiration of the Term or the earlier termination of this Agreement.

SECTION 6. LIABILITY AND INDEMNITY OF VILLAGE.

A. Indemnity. Stefani agrees to, and does hereby, hold harmless and indemnify the Village and all Village elected or appointed officials, officers, employees, agents,

representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the terms and provisions of this Agreement; (ii) the Village's review and approval of any plans for the performance of the partial demolition of the Existing Building; (iii) the issuance of any approval, permit, certificate, or acceptance for proposed demolition of the Existing Building and subsequent construction of the Proposed Building, including, but not limited to, the Demolition Permit and the Building Permits; and (iv) the performance by Stefani of all of its obligations under this Agreement (including, without limitation, performance of the Site Security Services) (***"Indemnified Claims"***); provided, however, that this indemnity shall not apply to: (i) willful misconduct or gross negligence on the part of the Village; (ii) claims against the Village that are asserted pursuant to a contract that the Village has previously or hereafter enters into; or (iii) claims against the Village made as a result of the Village's breach of this Agreement.

B. Defense Expense. Stefani shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Indemnified Claims.

C. Survival. This Section 6 shall survive the expiration of the Term or the earlier termination of this Agreement.

SECTION 7. REIMBURSEMENT OF VILLAGE COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, Stefani shall be liable for payment to the Village, promptly upon presentation of a written demand or demands therefor, of all legal and administrative fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Agreement. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. This Section 7 shall survive the expiration of the Term or the earlier termination of this Agreement.

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement shall be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the Village: Village of Lincolnwood
6900 North Lincoln Avenue
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 Stefani: Phil Stefani
1033 West Van Buren Street, 5th Floor
Chicago, IL 60607

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

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

D. Non-Waiver. The Village shall 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 such right shall not be deemed or construed to be a waiver thereof, nor shall such failure void or affect the Village's right to enforce such right or any other right.

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

F. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, firm, corporation, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

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

H. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Each provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

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

J. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Village or Stefani.

K. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original document and together shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

_____
Beryl Herman, Village Clerk

VILLAGE OF LINCOLNWOOD,
an Illinois home rule municipal corporation

By:_____
Timothy Wiberg
Its: Village Manager

ATTEST:

By: _____

Its: _____

PHIL STEFANI, as Managing Member of Stefani Restaurant Group

By: _____

Its: _____

#51865606_v3

Village Code Section 14-14-11-7

14-14-11-7 **Commencement of construction or site restoration.**

(A)

Within 30 days after the completion of demolition of a principal structure, either: (i) construction of a new principal structure on the same property must commence; or (ii) the property must be restored to, and maintained in, a clean and safe condition in accordance with all applicable provisions of this Code and with the following additional regulations:

(1)

All other structures, including, without limitation, signs, must be removed from the property.

(2)

All excavated portions of the property must be backfilled.

(3)

All concrete and asphalt pavement on the property must be removed.

(4)

No new pavement may be installed on the property.

(5)

Notwithstanding any provision of Section 14-14-10(F) of this Code to the contrary, all garbage, debris, and litter must be removed from the property.

(6)

All trees and bushes on the property must be trimmed to a neat condition.

(7)

All nuisance bushes, trees, and plants must be removed from the property.

(8)

For all areas of the property.

(a)

Black topsoil must be spread at a minimum depth of four inches; and

(b)

The soil must either be seeded with a commercial perennial blend of grass, at a minimum quantity of five pounds per 1,000 square feet, or sodded; provided, however, that no seeding or sodding is required prior to April 15 or after October 15 of any calendar year.

(9)

All grass must be maintained and mowed at a height not to exceed six inches.

(10)

No vehicles, equipment, or other personal property may be kept or stored upon the property, except as necessary to comply with this Section 14-14-11-7(A).

(B)

The thirty-day period set forth in Section 14-14-11-7(A) of this Code may be extended by one calendar day for every calendar day that weather conditions prevent construction or restoration work on the subject property, up to a maximum of 30 additional calendar days, as determined by the Village Manager or his or her designee, in his or her sole and absolute discretion.

(C)

This Section 14-14-11-7 shall apply to all demolitions of principal structures in the Village, including, without limitation: (1) demolitions approved by permit issued by the Village; (2) demolitions ordered by a court of competent jurisdiction; or (3) demolitions that occur due to an act of God.

(D)

This Section 14-14-11-7 shall apply to all property in the Village on which a principal structure is demolished, notwithstanding the submission to the Village, if any, of building plans and specifications for the construction of a new structure pursuant to Section 14-14-4(A) of this Code.

(E)

The Village President and Board of Trustees shall have the right, but not the obligation, and in their sole and absolute discretion, to extend the time for compliance with, or to waive the enforcement of any and all provisions of, this Section 14-14-11-7 with respect to any parcel or parcels of real property in the Village, upon receipt of a written request therefor.