



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
7:15 PM, MARCH 18, 2020**

**REVISED**

**AGENDA**

- I. Call to Order**
- II. Roll Call**
- III. Approval of Minutes**
  - 1. Minutes of the Committee of the Whole Workshop of January 6, 2020
  - 2. Minutes of the Committee of the Whole Meeting of January 7, 2020
  - 3. Minutes of the Committee of the Whole CIP Workshop of January 22, 2020
  - 4. Minutes of the Committee of the Whole Meeting of February 18, 2020
  - 5. Minutes of the Committee of the Whole Meeting of March 3, 2020
- IV. Regular Business**
  - 1. Discussion Regarding Emergency Water Interconnection with the Village of Skokie  
(7:15-7:30 P.M.)
- V. Public Comment**
- VI. Closed Session**
- VII. Adjournment**

DATE POSTED: March 16, 2020

Please note the start times for discussion topics are estimates and may be  
Adjusted during the meeting as determined by the Village Board

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE WORKSHOP  
VILLAGE HALL COUNCIL CHAMBERS  
JANUARY 6, 2020**

[Draft](#)

**Call to Order**

President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:00 P.M. Tuesday, January 6, 2020 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

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

PRESENT: President Bass, Trustee Cope, Trustee Sargon, Trustee Nickell, Trustee Halevi, Trustee Patel, and Trustee Klatzco

ABSENT: None

A quorum was present

Also, present: Anne Marie Gaura, Village Manager; Chuck Meyer, Assistant Village Manager; Heather McFarland, Assistant to the Village Manager; Jon Bogue, Management Analyst; Andrew Letson, Public Works Director; Nadim Badran, Assistant to the Public Works Director; Jim Amelio, Village Engineer; Daniel Dem, Village Engineer.

**1. Follow-up Discussion and Direction Regarding Private Drainage Issues**

- An overview on storm water drainage on private property was provided by Andrew Letson, Director of Public Works. Mr. Letson noted that in regards to private drainage the following issues were important for the conversation:
  - That with more intense drainage – it will become run-off and impact the Village’s overall system
  - This will create overflow that is getting blocked and has nowhere to go. Either the street or a sewer then into a resident’s backyard.

In these instances, water cannot find its way to the sewer and then leads to ponding on the private property of residents and that the goal of this meeting is to present methods to create an overland flow route to prevent ponding for residents while not negatively impacting the Village’s system.

- Mr. Letson added that in some cases the sewer is too small in the homes and the sump pump can’t keep up.
  - As of January 1st, Illinois rainfall average has gone up from, 7.6 in to 8.6 in
- Mr. Letson stated that the existing drainage issues lead to:
  - Standing water in the alley
  - Downspouts are not big enough
- It was stated that Street Storage has problems that are completely different:

- Overland flow route gets blocked
- Inside pipes can be very expensive
- The water is conveyed to the North Shore channel
- Mr. Letson provided a summary of drainage concerns for Alleys:
  - 47 backyard complaints, 20 alley complaints- less than 40% of Lincolnwood has an alley
  - Residents were worried that water was going to go into their garage.
  - Some residents have serious ponding in their backyard.
  - A resolution that was proposed was that the alley can be higher than the driveway
  - Engineers are going through the plans and price of lowering the alley, 4200 lineage feet of alleys
- It was added that per the Village Code, it will need to be restricted. But it won't alleviate the issue.
- Staff relayed that residents have the following concerns:
  - That the water would go into their garage
  - Water is blocked with landscape
  - Downspouts are in the wrong direction
  - Common theme the water is trapped
- Mr. Letson provided an overview of the Next steps
  - Regarding the alleys \$4.7 million village wide expense to regrade all the alleys
  - Trustees Patel and Klatzco asked what happens in areas with severe flooding with alleys?
    - Mr. Letson stated that if a depression was made it would not create a significant difference in regards to flooding concerns
  - Trustee Cope voiced concerns as to why the water is getting into the residence backyards – some put “French drains” into their backyards.
  - Staff noted that most of the alleys are higher than the backyard Mayor Bass said that sand would help more for the soil but right now we have clay in Lincolnwood.
- A discussion was held on the next steps for the process.
  - Mayor Bass large quantities of top soil was taken away per the World's Fair and the first thing that was found was clay and that is the reason that the water is not going anywhere
  - Mayor Bass voiced concerns that the Village does not have excess funding to pay for all the repairs and that a new funding source may be needed to finance this project.
- Trustee Patel asked a question about SSA (special service area) would be a better option.
  - It was noted by staff that there are some concerns with using SSAs for this purpose but that it could be reviewed as part of this process.

- Trustee Klatzco asked about overtime with new construction and said that Residents could hire a private contractor. If a depression was created, it would only be on one end and not the other.
- Trustee Hlepas Nickell asked if the permit fee was calculated. Staff noted that the permit fees were not calculated but that it would be and shared with the Village Board.
- Trustee Cope asked if you pitch the ground the water will pond on stone instead of dirt. There are people who have bad flooding. They installed French Drains. What would be different?
  - Mr. Letson said that the alley is higher than the backyards and ponding in the alley would not alleviate flooding.
- Village Manager Gaura summarized the discussion and stated that if you go the SSA route Private funding or Public funding you would see it on another line on the tax bill.
- Daniel Dem presented options related to addressing private drainage issues for residential properties using PowerPoint:
  - First Option: Use of grading
  - Second Option: Use of a French Drain or Drywell
  - Third Option: Use of a private sewer that includes a pop-up drain that connects the back yard to the sewer system
  - Fourth Option: Use of a private sewer with a sump pump to overcome grading issues that prevent the private drain from flowing into the public system.
- Once we know there will be ponding. Trustee Patel asked wherever the water is coming out, it will be going in the street, gravity will put it there.
- In the winter it will turn to ice. Neighbors have asked him that question. It was asked if the Village want to provide funding assistance to residents looking to develop private drainage for their own property?
  - Mr. Letson said that a program could be provided with a \$2,000 rebate. The Village has received over 90 complaints about private flooding issues in the last two years and many residents noted that the cost for addressing private drainage issues was not worth their money.– rebate – Some residence will get the whole \$2k however some will get less per the work that is needed to be done. In the last 2 years there were 90 complaints. Some find it not worth it.
- Trustee Cope discussed an alley program and mentioned that it is not one house it is the whole area and that if an SSA is established and the majority says no that it opens the door with issues amongst the neighbors.
- Village Manager added that an may SSA be beneficial and repaid through the tax bill within a 20 year time period born by the taxpayer.
- Trustee Klatzco stated that he does not think this will be a good way of having other people pay for others water issue. Through an SSA
- Trustee Patel tried to explained the virtue of an SSA. Trustee Patel also explained why the SSA program increases the value of your home.
- Trustee Hlepas Nickell mentioned another village had the SSA program and failed.

Mayor Bass wanted to hear from the public about all of this.

- Jane Ihouse stated that Skokie is worse than Lincolnwood. Her parents got overhead sewers. Ms. Ihouse added that private homeowners should pay for the costs and that the Village should not spend millions to address these concerns.
- John Flirty said that he lived here for 31 years. He stated that he had overhead sewers put in, he still ponds and once the addition was replaced the sump pump 3 times in 20 years. N He would like to be helped out.
- Cheryl – lives on Kilpatrick and stated that the backyard becomes the everglades with the Roof is pitched where the water goes into window-weeks and that regrading would help.
- Trustee Hlepas Nickell asked about the rain barrel program and if it still exists. Staff noted that they would be performing research on this topic and would be providing that information to the Village Board.
- Roosevelt Jenven – Lives behind the Cemetery and does get a pond in the backyard along with his neighbor.
- Trustee Sargon asked if everyone can apply for the rebate?
  - Mr. Letson stated that all residents could apply for the rebate.
- John Dubois – behind his house they installed a French Drain now there is no outlet for the water to go due to the increase of rainfall we are getting now. Now it is worse than before. 6800 Kostner The village came and removed the water however now it ponds more than ever.
- Deborah Macrin -

The Village Board directed staff to peruse more information related to a Private Drainage Assistance Program. The Consensus of the Village Board was to not peruse an alley improvement program.

## **2. Follow-Up Discussion and Direction Regarding Street Storage-Stage II**

This item was presented by Andrew Letson, Public Works Director, using PowerPoint.

- Mr. Letson provided an overview of this process and the lessons learned from the pilot area that could then be applied to State II of the street storage program. Mr. Letson added that:
  - Street storage helps with restricting and through the use of underground restrictors that allow for better controlled flow of water
  - The underground restrictors are less likely to get clogged as compared to the above ground restrictors
  - Mr. Letson added that the vortex system presented to the Village Board is more expensive but requires less manpower which evens out the cost for this program.
  - An overview of Phase I and Phase II of the stormwater plan was provided to the Village Board. Mr. Letson provided a priority list for Phase II:
    - Priority 1 containment and berm and restrictions
    - Priority 2 North shore outfall
    - Priority 3 Storm sewer and ComEd central detention basin
    - Priority 4 Storm sewer and former up row detention
    - Priority 6 Jarvis Ave storm sewer

At the conclusion of the discussion, it was the consensus of the Village Board that staff look into a public funding, policy and other limits, legal issues, and permit fees.

**Public Forum**

None

**Adjournment**

At 8:25 P.M. Trustee Sargon moved to adjourn Committee of the Whole and move to Close Session regarding, seconded by Trustee Klatzco.

The motion passed by Voice Vote.

Respectfully Submitted,

Beryl Herman  
Village Clerk

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
JANUARY 7, 2020**

**Draft**

**Call to Order**

President Pro Tem Cope called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:03P.M., Tuesday, January 7, 2020 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

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

PRESENT: President Bass, Trustees Cope, Nickell, Patel, Sargon, Klatzco

ABSENT: None

A quorum was present.

Also present: Anne Marie Gaura, Village Manager; Chuck Meyer, Assistant Village Manager; Heather McFarland, Assistant to the Village Manager; Jon Bogue, Management Analyst; \_\_\_\_.

**Approval of Minutes**

The minutes of December 2, 2019 Committee of the Whole Workshop meeting were presented for

Trustee Nickell moved to approve the minutes of December 2, 2019, seconded by Trustee Halevi.

Motion to approve passed by a voice vote.

**Regular Business**

**1. Discussion Regarding Potential Devon Avenue Bridge Architectural Enhancements**

This item was presented by Andrew Letson, Public Works Director, using PowerPoint.

Staff is seeking direction as to whether the Village Board would like to further explore architectural enhancements for the Devon Avenue Bridge over I-94

### Background

\*IDOT owns and maintains the three bridges that cross the Edens Expressway (I-94)

\*IDOT is planning a bridge deck replacement project on the Devon Avenue Bridge

- Phase I – Ongoing (detailed presentation forthcoming)
- Phase II – 2020
- Construction – 2021 (Potential)

Photos were exhibited of existing conditions and examples of potential improvements

\*As part of the Phase I process IDOT has inquired whether the Village would be interested in pursuing architectural enhancements of the bridge

\*Designed, constructed and maintained at the Village's cost

Mr. Letson stated that there is no signage when you are entering Lincolnwood or entering Chicago. Mr. Letson added that some communities do enhanced fencing at these locations and some communities complete landscaping.

Mr. Letson said that if funding was approved by the Village Board, it would be included for next year.

### CDOT Coordination

\*Devon Avenue is partially in Lincolnwood and partially in Chicago

- CDOT coordination will be required for any enhancement
- Ensure coordinated effort and a unified appearance

\*CDOT has expressed an interest in pursuing architectural enhancements and is willing to consider gateway signage

\*CDOT has indicated to IDOT that at a minimum they would like to have their standard parapet wall installed

### Financial Impact

\*All costs associated with the enhancement will need to be borne by the Village

\*Cost estimates are not available, but could be developed based on the type of improvement that the Village Board would like to consider

\*If enhancements are desired, funds for design will be included in the draft

FY 20/21 budget

### Direction Requested

\*Staff is seeking direction as to whether the Village Board would like to further explore architectural enhancements for the Devon Avenue Bridge over I-94

\*Types of Potential Enhancements

- Signage
  - ^Gateway signage (e.g. “Welcome to Lincolnwood”)
  - ^Street name (e.g. “Devon Avenue” etched into the concrete)
- Fencing
  - ^CDOT parapet wall
  - ^Other types of fencing
- Landscaping
  - ^Not recommended due to ongoing maintenance costs and operational difficulty

Trustee Nickell would like to wait until the Budget Meeting to see the Village’s finances but there should be landscaping.

Trustee Patel stated that this would be a great enhancement and branding for the Village of Lincolnwood. Trustee Patel added that the fencing does not add much value.

Trustee Sargon stated that she was in agreement with Trustee Nickell on this topic.

Trustee Cope voiced a concern about spending money related to this project. Trustee Klatzco voiced concerns about traffic proceeding at 60 miles per hour past this sign and missing it and that the Village could spend the money elsewhere.

It was the consensus of the Village Board that money not be spent on this project but that a placeholder be put in the budget for this to be considered by the Village Board later.

## **2. Discussion Regarding Bike Lanes on Pratt Avenue**

This item was presented by Andrew Letson, Public Works Director, using PowerPoint.

Continuation from the previous committee of the whole meeting

- Option 1 No parking bollards in buffer lane \$229,700
  - Option 1 Parking on North side, 5-foot bicycle lanes \$616,200
  - Option 3 Parking on North side, cycle track on South side \$839,200
- Trustee Nickell – There is no safe passage for the bikes – difficulty if cars are parked and cannot see the bikes  
Trustee Patel – Option 3 Option 2 (any car will be crossing that bike lane) If you can put the line on the other side then Trustee Patel will pick option 2  
Trustee Cope – Likes option 1

Mayor Bass asked if there was anyone from the Public who would like to speak to this issue:

The following residents offered their opinions:

Resident Mary Butler stated that cars will use the bike lane as a passing lane. Option 3 is best – benefit for the bikers, running, and walking – We need a dual bike lane which has the concrete barrier.

Resident Dale Wickham said that Pratt Avenue is the only feasible street for east-west bike riding. Mr. Wickum stated that a simple green bike lane on either side of Pratt. Lincoln to Cicero Ave is the best way to go.

Resident Art Lovering stated that he has lived on Pratt for over 30 years and in that time two of his cars has been struck. Mr. Lovering concluded his comments by saying that Pratt Avenue is a dangerous street to ride your bike on.

It was the consensus of the Village Board to direct staff to include money in the Capital Improvement Plan for enhancements to bike lines and to start on Phase 2.

### **Public Forum**

None

### **Adjournment**

At 7:18 P.M. Trustee Sargon moved to adjourn Committee of the Whole and move to Closed Session regarding the purchase or sale of property, the motion was

seconded by Trustee Klatzco.  
Vote.

The motion passed by Voice

At 7:35 P.M., the Village Board re-convened the public meeting.

At 7:35 P.M. a motion was made by Trustee Patel to adjourn the Committee of the Whole. The motion was seconded by Trustee Sargon. The motion was passed by Voice Vote.

Respectfully Submitted,

Beryl Herman  
Village Clerk

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE  
CAPITAL IMPROVEMENT PLAN WORKSHOP  
VILLAGE HALL COUNCIL CHAMBERS  
JANUARY 22, 2020**

[Draft](#)

**Call to Order 6:01 p.m.**

Trustee Cope called the Committee of the Whole Capital Improvement Plan Workshop of the Lincolnwood Board of Trustees to order at 6:01 P.M., Tuesday, January 22, 2020 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

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

PRESENT: Trustees Ikezoe-Halevi, Cope, Patel, Hlepas Nickell, Sargon, Klatzco

ABSENT: President Bass

A quorum was present.

Also present: Anne Marie Gaura, Village Manager; Chuck Meyer, Assistant Village Manager; Heather McFarland, Assistant to the Village Manager; Andrew Letson, Public Works Director; Steve McNellis, Community Development Director; Melissa Rimdzius, Director of Parks and Recreation; Jay Parrott, Chief of Police; Mike Hansen, Chief of Fire, Ray White, Deputy Chief of Fire, and Jon Bogue, Management Analyst

**Regular Business**

**Discussion of the Fiscal Year 21 Capital Improvement Plan**

**Infrastructure Planning**

Village Manager, Anne Marie Gaura and Public Works Director, Andrew Letson discussed the overview of the agenda for the meeting.

**Fund Balance Policy**

Finance Director Bob Merkel explained that the Village maintains 25-35% of revenue balance. The fund balance estimate is \$8,918,474.

Trustee Cope raised the question on why there is a difference between the expenditure differences between the two years.

Bob Merkel, Finance Director, explained that the Capital Improvement expenditures are the reason for the difference.

**General Fund Summary**

Mr. Merkel explained that the general fund is the operational fund for the Village.

### **Aquatic Center Improvements Water slides & Kiddie Feature Gel Coating/Painting**

Parks and Recreation Director Melissa Rimdzius explained that the gel coating/painting is recommended by the 2016 pool assessment and with proper maintenance can last another 15 years.

A discussion ensued on the painting process and the products used.

Trustee Klatzco raised the question on who does the inspections of the pool.

Melissa Rimdzius answered that the Illinois department of Health inspects the pool, but a contractor also comes out and inspects annually.

### **Flowers Park tennis Court Reconstruction and Resurfacing**

Ms. Rimdzius discussed that the scope of the project increased due to deteriorating conditions.

A discussion ensued regarding warranty, the base of the courts and milling.

### **Police/Fire Station Roof Replacement**

Fire Chief Mike Hansen stated that parts of the drywall from the ceiling are falling out and some of the light fixtures are also coming down.

Trustee Klatzco asked what the age difference between the Fire Department Roof and the Village Hall Roof.

Deputy Chief Ray White answered the difference is about one year.

A discussion continued related to the building materials used for the roof.

### **Firing Range**

Police Chief Jay Parrot explain that the firing range has been closed since 2018 and discussed not having an operational range and the cost of the two year proposed project.

A discussion ensued on how the estimated cost was created, the competition date of the range, and soundproofing.

Trustee Hlepas Nickell asked the question if all Police Departments have shooting ranges.

Chief Parrot responded that most Departments do have ranges.

### **Emergency Operations Improvements**

Assistant Village Manager Chuck Meyer gave an overview of what an Emergency Operations Center is and the improvements that are suggested.

A discussion ensued about the cost of the project and the consultant cost.

### **Facility Security and Space Improvements**

Mr. Letson gave an overview on the space efficiency issues, facility age, and security issues.

A discussion ensued on how the cost estimates are reached and ways it eventually address the facility challenges.

Trustee Klatzco asked if the Village could find one architect to do both projects.

Ms. Gaura responded that it was a possibility.

### **Air Pack Compressor & Fill Station Replacement**

Chief Hansen provided an overview on the air compressor and fill station replacement.

Trustee Hlepas Nickell asked about the possibility of applying for a grant.

Chief Hansen explained that the Department will be applying for grants

A discussion ensued on how the compressor and fill station works.

### **Cardiac Monitor Replacement**

Chief Hansen gave an overview on the cardiac monitor replacement including that the Department is trying to do a joint purchase with Evanston.

Trustee Klatzco asked if the AEDs are current in the Police cars.

Chief Hansen explained that the Fire Department keeps track and that they are current.

### **Fire Department Fleet**

Mr. Letson provided an Overview of the Fire Department fleet.

### **Police Department Fleet**

Mr. Letson provided an overview of the Police Department fleet.

### **Police Vehicle Replacements**

Chief Parrot provided an overview on the process of identifying vehicles to be replaced.

A conversation regarding the model years, decals, and the use of hybrid vehicles ensued.

### **Public Works Department Fleet**

Mr. Letson provided an overview of the Public Works Department fleet including vehicles to be replaced, truck 25 and van 29.

A conversation ensued regarding type of vehicles, engine hours, and exploring purchasing through a local dealer.

Mr. Letson explained that the Department would like to stay with Ford due to repair considerations with the rest of the fleet.

### **General Fund Outlook**

Mr. Letson highlighted the general fund outlook for FY 2022 through 2025.

Trustee Hlepas Nickell asked why was the dog park pushed to FY 2023 and what sites were being considered for the location of the dog park.

A conversation about the dog park ensued.

The board requests moving the dog park study to FY 2022, costing \$15,000.

Trustee Ikezoe-Halevi asked that Chief Parrott explain the proposed jail locking system.

Chief Jay Parrott explained that our electronic jail locking system is not operational and discussed the estimated cost.

### **Water/Sewer Fund Summary**

Mr. Merkel and Mr. Letson reviewed the Water/Sewer Fund balance including the savings from switching the Village water to Evanston.

### **Enterprise Fund Description**

Mr. Merkel described the Enterprise Fund as a self-sufficient fund that is the closest thing the government has to a business.

### **Water Transmission Main**

Mr. Letson provided an overview of the Water Transmission Main project.

## **Wholesale Water Rates**

Mr. Letson provided an overview of wholesale water rates.

A discussion of the formula for increases and the status of the Skokie/Evanston water dispute ensued.

## **Ad-hoc Infrastructure Committee Recommendation**

Mr. Letson discussed the Committee's recommendation to replace all water mains rated as poor, and 15% of water mains rated as fair.

## **Water Distribution Main Replacements**

Mr. Letson provided an overview of water distribution main replacements.

A discussion ensued on the process of the issuance of bonds.

## **Pump House Improvements**

Mr. Letson provided an overview of pump house improvements.

A discussion ensued on the evaluation of our improvements to the pump house, and how it interfaces with the Evanston system.

A discussion took place on the proposed generator and if a portable generation was a better option.

Mr. Letson explained that a portable generator is hard to move when time is of the essence but suggested we have a consultant weigh in if a portable generator is a good option.

## **Lake Michigan Allocation Water Loss**

Mr. Letson provided an overview of the Illinois Department of Natural Resources (IDNR) targeting less than 10% for water loss.

Trustee Klatzco asked how the Village approaches leak detection.

A discussion on how the Village conducts leak detection.

Trustee Cope asked how much money we lost due to water loss and how do we know how much we lost.

Mr. Letson explained that we lost over a million dollars over the past five years. This is calculated by comparing how much we purchased to how much water we used.

## **Leak Detection - Automated Leak Detection Pilot Project**

Mr. Letson discussed how the pilot project implements real time leak detection using acoustic modeling.

Trustee Hlepas Nickell asked where Public Works would recommend piloting the program.

Mr. Letson answered that where the oldest water mains exist in town, but ultimately work with a vendor to identify.

Mr. Letson gave an overview of the benefits of the project including pushing towards compliance with the IDNR regulation.

A discussion of the effectiveness of leak detection technology and the best route to address this issue ensued.

Trustee Ikezoe-Halevi stated that any water loss is bad, due to water scarcity around the world.

Trustee Sargon requested information on how much it would cost to hire a full time employee to address this issue.

## **Sewer Televising Equipment**

Mr. Letson provided an overview on sewer televising equipment.

Trustee Klatzco requested to check the cost of contracting this service out.

## **Vehicle Replacement Truck 10**

Mr. Letson provided an overview of the vehicle replacement of Truck 10.

Discussion ensued on replacing the truck with a vehicle that will be more efficient for water main breaks.

## **Water/Sewer Fund Outlook**

Mr. Letson provided an overview of the Water/Sewer Fund Outlook.

Discussion ensued on the replacement of the water meters in the future and checking meters during billing cycles.

## **Stormwater Infrastructure Fund Summary**

Mr. Merkel provided an overview of the stormwater infrastructure fund balance.

### **North Shore Outfall Sewer**

Mr. Letson provided an overview North Shore Outfall Sewer project.

### **Street Storage – Pilot Area Restrictors**

Mr. Letson provided an overview of street storage, pilot area restrictors.

### **Stormwater Infrastructure Outlook**

Mr. Letson provided an overview of the stormwater infrastructure outlook.

### **Motor Fuel Tax Summary**

Mr. Merkel provided an overview of the Motor Fuel Tax (MFT) summary.

Trustee Klatzco asked if the resurfacing of the roadways is the area that has already been torn up.

Mr. Letson answered that it was the roadways that were already torn up, but that the work involved more than just resurfacing. Roadway resurfacing is pretty much the only thing that is covered by the MFT fund.

### **Ad-hoc Infrastructure Committee Recommendation**

Mr. Letson gave an overview of the goals that were recommended by the ad-hoc infrastructure committee.

### **Summer 2020 Roadway Program**

Mr. Letson provided an overview of the 2020 roadway program.

Trustee Klatzco asked if the Village notified people who will be affected.

Mr. Letson explained that residents will be notified.

A discussion of the Roadway program for the summer of 2021 ensued, included an overview by Andre Letson of the Road Program for FY 2022.

### **Motor Fuel Tax Outlook**

Mr. Letson provided an overview of the Motor Tax Outlook including the completion of the Street Light Program.

### **Transportation Improvement Fund Summary**

Mr. Merkel gave an overview of the Transportation Improvement Fund Summary.

### **Touhy/Cicero Improvements**

Mr. Letson provided an overview of the installation of a right turn lane on Cicero Avenue.

Trustee Klatzco asked if it was going to cost the Village.

Mr. Letson stated that the Village will only proceed if we receive funding from IDOT.

### **Village Hall Campus Parking Lot Resurfacing**

Mr. Letson provided an overview of the parking lot resurfacing.

A discussion took place if this parking lot should just be patched or a priority because of the location.

### **Bikeway Lining and Signing**

Mr. Letson provided an overview of bikeway lining and signing.

### **Pratt Ave Bike Lane**

Mr. Letson provided an overview on the phase I study.

A discussion ensued on the bike lanes and traffic conflicts.

### **Devon Avenue Bridge Enhancements**

Mr. Letson provided an overview of the Devon Avenue bridge enhancements.

Trustees Hlepas Nickell, Klatzco, and Cope brought concerns that it was not necessary.

Trustee Patel stated that we only have one chance in 50 years, and strongly approves it.

Mr. Merkel suggested keeping it in the budget as a place holder

### **NEID TIF Fund Summary**

Mr. Merkel provided an overview of the NEID TIF fund. After May 1<sup>st</sup>, this TIF fund will be completed.

### **Standpipe Improvements**

Mr. Letson provided an overview of standpipe improvements.

### **Public Works Yard Improvements**

Mr. Letson provided an overview of Public Works yard improvements.

### **Pratt Avenue Sidewalk Extension**

Mr. Letson provided an overview of the Pratt Avenue sidewalk extension.

Trustee Cope confirmed with Mr. Letson that the Pratt Avenue sidewalk extension was part of the TIF.

Trustee Hlepas Nickell asked if there is an assessment or review of the closing of the TIF fund. She suggested that the information can be used to inform future TIF. A conversation ensued.

### **Devon/Lincoln TIF Fund Summary**

Mr. Merkel provided an overview of the Devon/Lincoln TIF fund summary.

### **Devon Enhancement Project**

Mr. Letson provided an overview of the Devon Avenue enhancement project.

### **Devon/Lincoln TIF Street Lighting**

Mr. Letson provided an overview on the Devon/Lincoln TIF street lighting.

Trustee Cope asked if this lighting would be in residential areas.

Mr. Letson answered, no this would be in industrial areas.

### **Arthur Avenue Extension Paving**

Mr. Letson provided an overview of the Arthur Avenue paving extensions.

### **Devon/Lincoln TIF Fund Outlook**

Mr. Letson provided an overview of the Devon/Lincoln TIF Fund outlook.

### **North Lincoln TIF Fund Summary**

Mr. Merkel Provided an overview of the North Lincoln TIF fund Summary.

### **North Lincoln Avenue Medians**

Mr. Letson provided an overview of the North Lincoln Avenue Medians.

Trustees Hlepas Nickell requested full replacement of the curb, instead of spot replacement  
A discussion ensued and would like staff to look into the cost of full replacement.

**Overall Capital Improvement Plan**

Mr. Letson explained that the FY 2021 has dedicated funding.

**Adjournment**

At 9:44 P.M. Trustee Cope moved to adjourn Committee of the Whole seconded by Trustee Patel.

The motion passed by Voice Vote.

Respectfully Submitted,

Beryl Herman  
Village Clerk

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
FEBRUARY 18, 2020**

**Draft**

**Call to Order**

Village President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6:06 P.M., Tuesday, February 18, 2020 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

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

PRESENT: President Bass, Trustees all present

ABSENT: None

A quorum was present.

Also present: Anne Marie Gaura, Village Manager; Chuck Meyer, Assistant Village Manager; Heather McFarland, Assistant to the Village Manager; Jon Bogue, Management Analyst; Andrew Letson, Public Works Director; Nadim Badran, Assistant to the Public Works Director; Steve McNellis, Community Development Director; Doug Hammel, Development Manager.

**Approval of Minutes**

The minutes of December 17, 2019 Committee of the Whole meeting were presented for approval.

Trustee Sargon moved to approve the minutes of December 17, 2019, seconded by Trustee Ikezoe-Halevi.

Motion passed with a voice vote.

**Regular Business**

**1. Discussion Regarding Protocols and Procedures for Meetings of the Board of Trustees**

President Bass turned this over to Village Manager, Anne Marie Gaura. Ms. Gaura stated the purpose of these items is how to have meetings run more efficiently. Ms. Gaura stated staff is going to go through the protocols to see if the Village Board would like to make any changes.

Ms. Gaura turned the item over to Charles Meyer, Assistant Village Manager.

Mr. Meyer discussed when the protocols were adopted by the Village Board and how the protocols help the meetings to be governed.

Mr. Meyer noted two proposed changes for the policy which are Presiding Officer, which allows the Village President to appoint a Village Trustee to act as a temporary Chairman for a meeting by sending a notification to the Village Clerk and Village Manager at least two hours prior to the meeting. The second change would be the removal of the requirement that a speaker must state their address before they can speak. Mr. Meyer stated you can ask if they are a Village resident but you cannot ask for their address unless it is a public meeting.

Mr. Meyer went over policy questions for the Village Board to consider. Mr. Meyer asked the Village Board if they wanted to revise or remove the stated time limit in the Protocol that limits members of the Village Board to speak no more than five minutes on a topic. Mr. Meyer also asked if the Village Board wanted to adjust the time limit for public comment.

Mr. Meyer stated that the policy will be in the Village Board handbook and asked if they would like the policy posted anywhere else.

Mr. Meyer also asked the Village Board how should the Protocol be annually reviewed. Mr. Meyer stated that staff's suggestion is that this should be reviewed annually at the second meeting in May. Mr. Meyer stated that by reviewing in May in gives new Village Board members the opportunity to learn the Protocol.

President Bass suggested highlighting on the Speaker Request form how long the public may speak.

Trustee Hlepas Nickell stated according to Robert's Rules of Order it allows more time to speak if the group or Board is less than 12 members. Trustee Hlepas Nickell stated that Robert's Rules are more flexible for groups under 12.

President Bass stated that he felt the Board has been lenient with speaking depending on the crowd.

There was discussion about the five minute rule for Village Board members. Trustee Hlepas Nickell stated she is not in favor of restrictions on Village Board member's time to speak on an item. Trustee Hlepas Nickell stated she felt more conversation is better.

Trustee Klatzco stated his only concern is when a Trustee goes off topic in regards to the time limit.

Mr. Meyer stated that we would need to remove then the time limit as Robert's Rules addresses the issue.

President Bass stated it is good to have a ceiling to give some controls.

Mr. Elrod stated there are two separate rules, one is no member may speak more than once on one subject and the other is no Trustee can speak more than five minutes. Mr. Elrod stated both of them have the ability for the Chair to extend the time.

There was further discussion regarding time limit on speaking.

Trustee Sargon asked about the time allowed for public speakers. President Bass stated that if many people come to speak on a subject he believes they should be able to speak.

Trustee Patel asked about public speaking and allowing people to speak earlier in the agenda.

Trustee Cope stated the problem with letting the public speak earlier that it takes away from the time that the Board should be conducting business. Trustee Cope stated that if the situation arises then let the Board decide at that time if they should speak earlier. Trustee Cope stated that it should be Village business first.

Trustee Sargon stated that she agrees with Trustee Cope.

President Bass stated they will use discretion on when the public speaking should occur at a meeting. President Bass stated the policy should be left in place and then be open to public speaking.

Trustee Patel asked staff to include in the newsletter regarding ability of public speaking at the Committee of the Whole and Village Board meetings to encourage the residents to attend the meetings to speak.

Mr. Meyer stated staff will come back with the proposed changes.

## **2. Policy Discussion Regarding Election Signs and Social Media Communications**

President Bass stated he felt this was early to get into this issue and considers this a quick overview as he felt with the exception of one or two incidents, that last year everything went smoothly with the collaboration between parties to handle the sign locations.

President Bass turned the conversation over to the Ms. Gaura. Ms. Gaura stated this was to build upon the information gathered over the past year. Ms. Gaura stated the goal is, seeing we are not in an election season right now, to go over the material to understand the rules when seeing campaign signs in public right-of-way. Ms. Gaura stated she wanted the Village Board to be aware of how staff handles the removal of those signs.

Ms. Gaura stated the goal is to discuss the public property portion in relation to political signs. Ms. Gaura also stated the goal is to update the protocol.

This item was presented by Doug Hammel, Development Manager, using PowerPoint.

Mr. Hammel stated that the goal of staff is to maintain objectivity toward all political parties and candidates and to fairly and equitably enforce regulations related to campaign activities.

Mr. Hammel stated he was giving the Board the regulatory guidelines so that they will know what codes staff is enforcing and that the Village is held to the Illinois Campaign Sign Regulation Act that establishes size and location of campaign signs.

Mr. Hammel explained how staff tracks the signs and complaints that are received. Mr. Hammel also explained that they contact the designated person for that particular campaign and alert them to the issue in which they have 24 hours to correct the problem.

Trustee Hlepas Nickell stated this should apply for any signs for those in the right-of-way of the expressway. Trustee Hlepas Nickell also asked if staff picks these up regularly. Mr. Hammel stated that it is currently enforced and those signs are removed by staff.

There was discussion on election signs on the corner lot property as well as on private property.

Mr. Hammel clarified that if there are three candidates on a sign then there can be three signs. Mr. Hammel stated that is how they have been handling some of the enforcement.

There was further discussion regarding political signs on a corner lot. Trustee Patel stated that if we want staff to enforce then we have to be clear with the guidelines for enforcement otherwise staff will have no real clear direction.

Trustee Cope stated we are talking of private property and this is protected by free speech. Mr. Elrod stated that Mr. Hammel is talking about signs on public right-of-way.

There was further discussion regarding political signs on public and private property.

Mr. Elrod stated there have been cases and statutes regarding the limits of municipalities to enforce on private property. Mr. Elrod stated when dealing with private property we are significantly prohibited.

Mr. Hammel stated that most of the compliance issues has to do with signage on public property.

Ms. Gaura stated one of the things found last election cycle, if a sign was improperly placed, staff was not dealing with the property owner but with the designated person for that candidate. Trustee Hlepas Nickell stated that isn't right to waste staff time, that the home owner should just remove the sign and toss it.

President Bass stated that if it is close to the property line to show some leniency on this because the volunteers are unaware of the guidelines.

There was further discussion regarding the location of signs and lot lines.

Mr. Hammel stated at the beginning of the last election cycle there was no clear direction for the staff and after working with the Village Attorney and the Manager's office staff found some workable guidelines and this is what staff is presenting.

Ms. Gaura stated from staff perspective, what was presented works for staff in regard to enforcement. Ms. Gaura stated that if the Board has no issues or other direction, what was presented is what works best for staff regarding enforcement.

There was further discussion over enforcement.

Mr. Elrod stated he would discuss further with staff as to whether or not staff can enforce more than one sign for a candidate in light of a recent Supreme Court case.

Mr. Hammel stated the clearer standard for staff is the size of the sign and their setback from the curb.

There was further discussion about the removal of signs following an election. Mr. Hammel stated the signs cannot stay longer than five days after the election. Mr. Elrod stated that staff can reach out to the candidate to remove the signs but only those in the right of way.

There was further discussion about sign complaints.

Ms. Gaura stated that her goal was to bring the policy to the Village Board to weigh in so that the next local election staff will have direction.

Mr. Elrod stated what the village manager is doing is quite prudent. Staff wants to respond to constituents regarding complaints, including those from a Village Board member.

Trustee Sargon stated she appreciates staff bringing this forward now and not waiting until it is an election season.

Mr. Hammel stated wanted to highlight one particular instance. Mr. Hammel stated that more often you see political signs in a commercial parkway that staff would not proactively remove this but rather notify the political party representative to remove the signs in the parkway. It is more effective and less offensive than if Village staff were to remove the signs.

Trustee Hlepas Nickell suggested that once the candidates have filed their papers to have an informational meeting with the candidates regarding signage. Mr. Hammel stated that would be fine but noted the problem is generally not the local candidates.

There was further discussion.

Ms. Gaura stated it is a complaint driven process.

Trustee Patel stated we shouldn't have anything in our code that we are not going to enforce.

There was further discussion regarding having rules and possibly not enforcing them.

Trustee Patel stated considering the possibility of removing political signs from the code and have the State be responsible for it. Trustee Hlepas Nickell concurred with Trustee Patel. There was further discussion.

Trustee Klatzco stated that he thinks his suggestion of political signs 20 ft. from the curb line would help with a lot of the complaints.

Ms. Gaura asked the Village Board if staff should proceed forward with what was done last time or if they wanted to make changes to the policy.

Trustee Cope stated staff should do what they did last year.

Trustee Klatzco stated he agreed that staff should follow last year's guidelines.

Trustee Patel asked if anyone was in favor of removing signs from the code completely.

President Bass stated the police should be left in place.

Trustee Hlepas Nickell agreed with Trustee Patel on removing from the code and letting the State handle complaints about political signs.

Trustees Patel, Klatzco, Cope and Ikezoe-Halevi were in favor of enforcing the rules we have.

Trustee Sargon stated that we have rules and we should either enforce them or leave it to the State.

Ms. Gaura stated that with the discussion of the upcoming election came the topic of staff photos on political websites. Ms. Gaura turned the item over to Mr. Elrod for the discussion of the use of staff photos for political purposes.

Mr. Elrod stated the question that was presented to him was what can the Village do about the use of staff photos ending up in candidate's materials. Mr. Elrod stated the Village cannot nor should not do anything as it is not a Village issue and that the First Amendment comes into play. Mr. Elrod stated this is an issue between the individual and the candidate, and the Village should not be involved in the issue.

Ms. Gaura stated that she would advise staff is that there are times at public events where there are group photos taken and to be aware that the group photo can be used at any time. Ms. Gaura stated that staff is non-political and are here to serve the public.

### **3. Discussion Regarding Referral of Electronic Message Center Sign Permissibility in the P Zoning District**

This item was presented by Steve McNellis, Community Development Director, using PowerPoint.

Mr. McNellis stated this item was being brought forward based on the feedback by the Park Board. Trustee Hlepas Nickell asked if staff asked the Park Board to review this item or if the Park Board requested to review. Mr. McNellis stated it was a direction that was given by the Village Board at a previous meeting to have the Park Board weigh-in on the topic.

Mr. McNellis went over the background and the zoning requirements for the signage. Mr. McNellis stated that what the Village Board is being asked is if this item should be referred to the Plan Commission in regarding to zoning. Mr. McNellis stated this is not for a current sign request, just a referral to the Plan Commission for a Public Hearing to consider it as a Special Use in the P Zoning District.

Trustee Sargon stated she is in favor of a referral. Trustee Hlepas Nickell stated she has no interest in referring this as she feels it ruins the mystic of the Village. Trustee Sargon reiterated that she would be okay with referring it as it would be a Special Use. Trustee Cope stated he is not in favor of having electronic signs in the park. Trustee Ikezoe-Halevi stated that she agrees with Trustee Sargon. Trustee Klatzco stated it is a great idea because it is another way to keep the community informed. Trustee Patel stated he would be in favor of referring the item to the Plan Commission. President Bass stated there was consensus to send it to the Plan Commission as a Special Use.

#### **4. Discussion Regarding Smart Grid Initiatives, Eco Conservation and Renewable Energy with Metropolitan Water Reclamation District**

President Bass stated that a member of MWRD will be here at a future Committee of the Whole to present this item.

#### **Public Forum**

None

#### **Adjournment to Closed Session**

At 7:22 P.M. Trustee Patel moved to adjourn the meeting to Closed Session for the purpose of discussing Employment Matters Per Section 2(c)(1), seconded by Trustee Klatzco.

Upon roll call the results were:

AYES: Trustees Patel, Klatzco, Ikezoe-Halevi, Cope, Hlepas Nickell, Sargon

NAYS: None

The motion passed

#### **Reconvention**

At 7:34 P.M. Mayor Bass reconvened the Committee of the Whole Meeting.

#### **Adjournment**

At 7:34 P.M. Trustee Sargon moved to adjourn Committee of the Whole, seconded by Trustee Hlepas Nickell.

The motion passed by Voice Vote.

Respectfully Submitted,

Caroline Dick  
Deputy Village Clerk

**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
COMMITTEE OF THE WHOLE MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
MARCH 3, 2020**

**Draft**

**Call to Order**

Village President Bass called the Committee of the Whole meeting of the Lincolnwood Board of Trustees to order at 6: 05 P.M., Tuesday, March 3, 2020 in the Council Chambers of the Municipal Complex, 6900 North Lincoln Avenue, Village of Lincolnwood, County of Cook and State of Illinois.

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

PRESENT: President Bass, Trustee Nickell, Trustee Halevi, Trustee Patel, Trustee Sargon, Trustee Klatzco, Trustee Cope

ABSENT: None

A quorum was present.

Also present: Anne Marie Gaura, Village Manager; Heather McFarland, Assistant to the Village Manager; Steven Elrod, Village Attorney; Jon Bogue, Management Analyst; Steve McNellis, Community Development Director; Jay Parrott, Chief of Police; Renee Minneci, Scribe

**Approval of Minutes**

The minutes of February 4, 2020 Committee of the Whole meeting were presented for approval.

Trustee Halevi moved to approve the minutes, seconded by Trustee Sargon.

The motion passed by Voice Vote.

**Regular Business**

**1. Discussion Regarding Permissibility of Video Gaming**

This item was presented by Steve McNellis, Community Development Director, using PowerPoint.

**Background**

\*In July, 2019, the State of Illinois authorized video gaming through the Video Gaming Act/

\*Requirements established as part of this act include:

- Must be open to the Public (video gaming machines for 21+ only)
- No more than six machines permitted per business location
- Operated only with a valid liquor license that allows for on-premises consumption (also permitted at truck stops and fraternal/veterans organization)

- 100' minimum separation (building to building) from religious institutions and schools.
- \*Original intent of liquor license requirement was to assist bars/restaurants impacted by 2009 Smoke Free Illinois Act.
- \*State requires Municipalities to opt-out to prohibit video gaming.
- Lincolnwood opted-out in 2010.
- \*Request by Laredo Hospitality in 2016 to repeal prohibition and permit a video gaming establishment at 3934 -50 West Devon. (Northeast corner of Devon and Crawford).
- \*Request was for a new video gaming café with five terminals and a bar.
- \*Village Board debated economics, public safety, aesthetics and community image in considering the request.
- \*Public response was sought through notification (Village website and social media) of a public discussion at a subsequent COTW.
- \*EDC weighed-in and recommended maintaining the prohibition.
- \*At June 2016 COTW there was a consensus of the Board to continue the prohibition on video gaming.

### Current Request

(Aerial photos of the areas of the request were exhibited)

- \*Lucky Bar Café LLC is requesting consideration of one-two video gaming cafes at: 4700 West Touhy Avenue and 3936 West Devon Avenue.
- \*Both locations appear to meet the State-mandated separation of 100' from a school or religious institution.
- \*Parking could be a concern at 4700 West Touhy Avenue.
- \*Proposal is similar in nature to other Video Gaming Café concepts:
- Five video gaming terminals
  - Bar, with limited food menu

### Considerations

In determining whether or not to opt in to video gaming, Staff recommends the following be considered:

1. Cook County communities that have “opted-in”:

\*124 communities in Cook County:

- 93 (75%) have opted-in
- 26 (21%) have opted-out
- 5 (4%) unknown or limited in their permissibility

2. Financial Considerations:

- Current State Tax is 33% of earnings (increasing to 34% on July 1,2020)
- 83 of tax goes to State of Illinois
- 17% distributed to municipalities

\*Examples of revenue distribution (to municipalities) in communities closest to Lincolnwood:

1. Village of Niles – 20 establishments generated \$444,527 in municipal revenues in 2019 (Average \$15,000 per location) Range = \$1,797 to \$51,105
2. Village of Morton Grove – 9 establishments generated \$307,031 in municipal revenues in 2019 (\$34,000 per location) Range = \$7,787 to \$55,274

3. Village of Harwood Heights – 5 establishments generated \$27,105 in municipal revenues in 2019 (Average - \$5,421 per location) Range = \$111,56 to \$11,678

4. Village of Norridge – 10 establishments generated \$246,324 in municipal revenues in 2019 (Average - \$25,632 per location) Range = \$8,525 to \$36,710

\*Public Safety

Chief Parrot reached out to the following communities, all of whom reported no law enforcement issues or increase in calls for service:

Village of Niles, Village of Morton Grove, Village of Harwood Heights, Village of Norridge and Village of Mount Prospect

Mount Prospect also noted that during their research in mid-2018, they conferred with the following communities, and found that they too reported no law enforcement issues or increase in calls for service:

Village of Buffalo Grove, City of Prospect Heights, Village of Hoffman Estates, Elk Grove Village, Village of Wheeling

\*Zoning and Liquor Code Regulations – potential regulations include:

- A. Permissible Zoning Districts – Commercial
- B. Regulate through a Special Use – Yes or No
- C. Liquor Code Classification – Allow with existing or create new
- D. Increase separation requirements or add new requirements from other uses (e.g. Parks)
- E. Limit number of gaming terminals
- F. Regulate operational aspects:
  - Service of food
  - Hours of operation
  - Floor area requirements
  - Limit outside advertisement

Zoning Districts were exhibited.

Requested Action

Prospective applicant is seeking feedback from the Village Board regarding the permissibility of video gaming in Lincolnwood, as well as feedback on their particular proposal and proposed locations.

Trustee Sargon stated for the record that she knows the applicants personally, but would have no issue making an objective decision on this matter. Trustees Patel, Halevi and Klatzco said that the same applies to them.

Applicants Billy Hido and Ramsin Benjamin addressed the Board. Mr. Benjamin stated that he has a vested interest in Lincolnwood, he doesn't live here but he has many friends and family members here. They would never do anything to cheapen the village. They do not want to have gaming near or in a family restaurant. The fees can be per machine, per license can increase revenue.

Trustee Sargon opposes the use of gaming. There are other issues that more important. Religious To her this is an ethical issue and she is against it. Trustee Sargon stated that she received 10 emails in opposition within 24 hours. 86% of our commercial buildings are full.

Trustee Nickell asked the applicant what his reason was to be here. Was district 74 consulted? The response was no, it was not out for public comment

Trustee Cope mentioned there are several religious establishments nearby and asked Mr. McNellis to identify where they were located on the map.

Trustee Halevi asked what the applicants have to offer for the community. The applicant responded that there are no gaming facilities in the village. The residents are going to other cities yet passing through Lincolnwood. He would like to bring an upper-class location and type of gaming facility.

Trustee Klatzco stated there will need to be a new liquor license for this class. We do have high property taxes and this would be a good way to have revenue to offset the taxes. He is not particularly for or against. Can we put the license issue on another agenda at another meeting? He also noted that we have a pension obligation which could be helped by extra revenue. We should have a referendum from the Village Board and talk to the residents.

Attorney Elrod stated that if we opt-in to the state program it must be where liquor is served on the premises.

Trustee Patel asked if this was sent to the Plan Commission previously? Laredo and Blackhawk were the companies that previously asked the Village about Gaming in 2016. Trustee Patel also stated that there were 5 or 6 meetings in the past.

Trustee Patel stated that, as a member of the finance committee we need to review all the options on where we would get our revenue. We need to have the plan commission review the locations of where we could have these video gaming facilities considered. Residents do not like the change that would happen in Lincolnwood.

Trustee Hlepas Nickell stated that there are several places within Niles where there is a small cluster of Video Gaming and is not sure about the success of the businesses. She would like to have more feedback.

President Bass asked for public comment:

Erin Bolenchek mom of 4. Cons outweigh the pros. Gambling does not promote hard work and ethical values. It does bring misery to those that cannot afford to gamble. Please vote no.

Louis (?) He is half owner located at the 4700 shopping center for 5 years. Is for the Video Gaming. He is aware of the parking issues. There would be more than enough due to the retail stores that around there. There is also parking behind the building and on the West side. The retail market is dwindling due to Amazon. It is getting more and more difficult. The pros in his opinion would be to crack the ice for the city.

Jay (?) noted that they would be drawing the families here from other communities.

President Bass conducted a straw poll of the Committee of the Whole to determine whether there was a consensus to have the Village change its position and opt back in to the State video gaming program:

Trustee Sargon voted No

Trustee Hlepas Nickell stated that we need to do a better job with the Park District and Park Board. Voted No

Trustee Cope stated there was not really much benefit to our community. He would vote no.

Trustee Ikezoe-Halevi stated that Lincolnwood is very conservative. If this city was a bit bigger, she may think differently, but she would have to say no.

Trustee Klatzco stated gambling is everywhere. We should have an open and public hearing and send this to the Planning Board.

Trustee Patel The businesses need to understand and should have a public hearing

.

Per President Bass - Final call was that the Board will not consider moving forward with the Video Gambling issue.

## **2. Discussion Regarding an Intergovernmental Agreement with School District 74**

This item was presented by Andrew Letson and our Village Manager, using PowerPoint.

Village Manager Gaura stated that she meets monthly with the School District about this agreement.

Andrew requested to Staff about use of the Village Facilities at no cost, wave taxes, would provide vehicle stickers. These are all existing Crossing guards' Wireless alarms Annual and Monthly fees.

Todd Hall is used for after school sports

Rutledge Hall for our kid program

Lincoln Hall open gym on Friday's.

The School District uses this room for school board meetings. The schools will provide their own AV operators and we will have the final say if we want to use them or not. All School Board meetings are broadcasted on our public channel.

The agreement will expire in 2024 and all parties would come together to go over the new policy. All will provide proof of insurance to use the facility once a new agreement is mandated.

There is no financial impact on the village. We will provide all scavenger service

Looking for feedback;

Trustee Hlepas Nickell mentioned our Village manager needs to pass it off to staff. Our Village staff needs to pass along our draft to speak to our Superintendent.

Village Manager Gaura spoke with the Superintendent and discussed this in the past 2 meetings, the agreement would include all of the committees.

Trustee Cope – why are we paying for the School district to use the scavenger service?

Trustee Klatzco stated we are not paying for rental of the rooms.

President Bass interjected and mentioned this was discussed in a previous meeting.

Trustee Hlepas Nickell It all comes out of the tax payers in the long run. This was discussed in the past that the tax payers are overall paying for all this. At the end of the day it would even out.

Trustee Patel stated to make sure we work closely with the school districts. We have a facility with District 74 and Lincolnwood that sits dark 65% of the time. Talked about a community center with a fitness center and gym when there is the facility that we share go there for free. Glad little league goes there, however our camps take the kids out of the village.

Anna Koperski-Walsh, the new Superintendent of Parks and Recreation, was introduced to the Village Board.

### **Public Forum**

None

**Adjournment to Closed Session**

At 7:15 P.M. Trustee Patel moved to adjourn the meeting to Closed Session for the purpose of discussing Employment Matters Per Section 2(c)(1), seconded by Trustee Sargon. The motion passed on a roll call vote.

**Reconvention**

At 7:27 P.M. Mayor Bass reconvened the Committee of the Whole Meeting.

**Adjournment**

At 7:27 P.M. Trustee Patel moved to adjourn Committee of the Whole, seconded by Trustee Sargon.

The motion passed by Voice Vote.

Respectfully Submitted,

Beryl Herman  
Village Clerk



## MEMORANDUM

TO: President Bass and Members of the Village Board

FROM: Anne Marie Gaura, Village Manager

DATE: March 11, 2020

SUBJECT: **March 18, 2020 Committee of the Whole Meeting**

The Committee of the Whole (COTW) meeting is scheduled for **7:15 P.M.** on Wednesday evening. Dinner will be available in the Village Hall Board Conference Room starting at 6:30 P.M. Please find below a summary of the items for discussion:

**1. Discussion Regarding Emergency Water Interconnection with the Village of Skokie (7:15-7:30 P.M.)**

The Village's water system is currently connected to the City of Chicago in two locations, one of which is the active connection where the Village receives its supply of potable water and the second is an emergency interconnection that can be used in times of emergency to ensure the continued supply of potable water. [Attached](#) is a memo from the Director of Public Works giving further background and seeking authorization from the Village Board regarding the intersection in which the Village should be connected to the Village of Skokie.

If you should have any questions concerning this matter, please feel free to contact me.



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# MEMORANDUM

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**TO:** Anne Marie Gaura, Village Manager

**FROM:** Andrew Letson, Director of Public Works

**DATE:** March 18, 2020

**SUBJECT:** Potential Emergency Interconnection with Skokie

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## **Background**

The Village's water system is currently connected to the City of Chicago ("Chicago") in two locations, one of which is the active connection where the Village receives its supply of potable water and the second is an emergency interconnection that can be used in times of emergency to ensure the continued supply of potable water. Additionally, the Village has an emergency interconnection with the Village of Skokie ("Skokie") that was constructed in 2008 and is available for use in an emergency situation.

The Village is currently in the process of constructing the necessary infrastructure to switch water suppliers from Chicago to the City of Evanston ("Evanston"). On September 17, 2019, the Village Board approved a Resolution authorizing the execution of a short term water supply agreement with Chicago to cover the period between the expiration of the previous water supply agreement and the Village's connection to Evanston. This agreement requires the Village to purchase at least 50% of its Lake Michigan allocation, as calculated by the Illinois Department of Natural Resources, from Chicago. If the Village elects to not purchase this amount, it must fully disconnect from Chicago's water system at the time that the Village begins purchasing all of its water from Evanston. The agreement also states that at the time that a termination notice is issued by the Village, Chicago will re-evaluate the minimum draw from each connection point, which may allow the Village to retain an emergency interconnection with Chicago; however, Chicago may elect to not allow this to occur.

## **Discussion**

Over the past several months, staff has been working to identify alternative solutions if the Village is forced to eliminate both connections to the Chicago water system, leaving it with only one emergency interconnection with Skokie. As the construction of the water transmission main project has progressed, a potential solution has surfaced. A portion of the Village's water transmission main is being constructed in Skokie along Hamlin Avenue between Touhy Avenue and Oakton Street. The route of the new pipe brings it in close proximity with a 12-inch water main that supplies Skokie's water system. An emergency interconnection could be constructed at the intersection of Hamlin and Jarvis or Hamlin and Jarlath Avenues as part of the construction of the transmission main.

The Village's engineering consultant, Christopher B. Burke Engineering, Ltd. (CBBEL), has performed a preliminary hydraulic analysis of the water system at this location and estimates that the Village could expect to receive 800-1200 gallons per minute through this interconnection. The Public Works Water Division staff have confirmed that under emergency conditions, this amount would be sufficient to supply the Village's water system. The idea of constructing an emergency interconnection at this location has been presented to staff from Skokie who have been agreeable to the idea.

Installing an emergency interconnection at this location provides several benefits. Primarily, the Village would be guaranteed a redundant emergency water supply in case of a failure of the existing interconnection. If there were a pipe failure between the interconnection and the connection with Evanston, or within Evanston's system the Village would be able to continue to receive water through its transmission main. Finally, by receiving water through the transmission main, Public Works staff can continue to operate the pressure of the system as normal rather than depending on the pressure from Skokie's system.

### **Financial Impact**

It is estimated that construction of the necessary infrastructure for an interconnection would cost approximately \$50,000. At the January 21, 2020 Committee of the Whole, it was demonstrated that the water transmission main project is currently estimated to cost \$155,000 less than the awarded contract value, due to savings realized during construction. It is anticipated that this remains the case, so the emergency interconnection could be constructed without an increase to the awarded contract value.

### **Schedule**

If the Village Board concurs with the construction of an emergency interconnection, staff will work with CBBEL and the contractor, Reliable Contracting and Equipment Co., to coordinate construction of the work. Staff will also work with Skokie to amend the intergovernmental agreement from 2008 which outlines the responsibilities of each organization relating to the existing emergency interconnection to include this second location. This agreement will then be brought forward at a future date for consideration by the Village Board.

Additionally, staff will continue to pursue Chicago's acceptance of the Village's position to retain an emergency interconnection with their water system.

### **Recommendation**

Staff recommends the Village Board authorize the construction of a redundant emergency interconnection with Skokie at the intersection of Hamlin and Jarvis or Halim and Jarlath Avenues.

### **Documents Attached**

1. 2008 Emergency Interconnection IGA
2. 2019 Chicago Water Supply Agreement
3. PowerPoint Presentation

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of October 2, 2008, by and between the VILLAGE OF SKOKIE, Cook County, Illinois, an Illinois home rule municipal corporation organized and existing under the Illinois Constitution of 1970 and the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* ("Skokie"), and the VILLAGE OF LINCOLNWOOD, Cook County, Illinois, an Illinois home rule municipal corporation organized and existing under the Illinois Constitution of 1970 and the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* ("Lincolnwood"), for and in consideration of the mutual covenants and agreements herein contained.

**WHEREAS**, Skokie owns and operates a water system for the delivery of Potable Water to its customers; and

**WHEREAS**, the Parent Supplier of Skokie is the City of Evanston, Illinois; and

**WHEREAS**, Lincolnwood owns and operates a water system for the delivery of Potable Water to its customers; and

**WHEREAS**, the Parent Supplier of Lincolnwood is the City of Chicago, Illinois;

**WHEREAS**, Lincolnwood and Skokie desire to enhance emergency supply interconnections for the benefit of both communities, solely for the purposes set forth in, and in strict accordance with the provisions of, this Agreement; and

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Article VII, Sections 6 and 10 of the Illinois Constitution of 1970, Skokie and Lincolnwood are authorized to enter into this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual agreements contained in this Agreement, Skokie and Lincolnwood agree as follows:

1. Definitions. The following words and phrases shall have the following meanings when used in this Agreement:

- a. "Contract Customers" means any person or entity, including, without limitation, Lincolnwood and Skokie, with whom a Party enters into a written contract or agreement for the sale of Potable Water to that person or entity, except persons or entities with whom the Party contracts for the delivery of Potable Water during times of emergency only. "Contract Customers" excludes persons or entities to whom or which the Party provides its usual and customary retail service of Potable Water.
- b. "Customer" means any person or entity to whom a Party sells Potable Water, except Contract Customers.
- c. "Delivering Party" means the Party that supplies Potable Water pursuant to this Agreement.

- d. "Effective Date" means the date upon which this Agreement is executed and approved by the authorized representatives of the respective Parties.
- e. "Emergency Condition" means the inability to provide average day flow demands to regular, non-emergency supply Customers and Contract Customers during a limited period of time, due either to necessary maintenance activities, or to conditions beyond the control of the Party requesting the supply of Potable Water pursuant to this Agreement. The determination of whether such inability is for a limited period of time shall be made pursuant to mutual agreement of the Parties based upon the circumstances surrounding each particular situation.
- f. "Emergency Interconnect" means the manually operated emergency interconnect at the water main located at the intersection of Jarvis Avenue and Cicero Avenue, as set forth in Exhibit A, attached hereto.
- g. "Force Majeure" means acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; orders or any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority; insurrections; epidemics; lightning; riots; earthquakes; landslides; hurricanes; storms; floods; wash-outs; fires; droughts; arrests; restraints of government and people; explosions, breakage, or accidents to machinery, pipelines, plants, canals, or tunnels; civil disturbances; partial or entire failure of water supply; and the inability on the part of either Party to deliver Potable Water hereunder, or of the other Party to receive Potable Water hereunder, on account of any other causes not reasonable within the control or ability to cure of the Party claiming such inability.
- h. "Parent Supplier" means the municipal corporation that provides the primary supply of Potable Water to each respective Party.
- i. "Party" or "Parties" means either Lincolnwood, Skokie, or both, as appropriate.
- j. "Point of Delivery" means the first valve immediately downstream from the Emergency Interconnect, at which the Potable Water delivered and received by Skokie and Lincolnwood pursuant to this Agreement enters and leaves each Party's respective waterworks system.
- k. "Potable Water" means water drawn from Lake Michigan, and subsequently treated and filtered in compliance with applicable Safe Drinking Water Act requirements. Such water shall be safe for human consumption, and shall meet the drinking water standards of the Illinois Pollution Control Board and the United States Environmental Protection Agency.
- l. "Receiving Party" means the Party that receives Potable Water pursuant to this Agreement.

2. Emergency Operation. Each Party shall sell and deliver to the other Party, and the Receiving Party shall purchase and receive from the Delivering Party, an amount of Potable Water to assist the Receiving Party in the event of an Emergency Condition, in accordance with the terms and provisions of this Agreement.

3. Emergency Notice. The Party experiencing an Emergency Condition shall give telephonic notice to the other Party of the Emergency Condition, the expected duration of the Emergency Condition, and the amount of Potable Water needed to restore its average day flow demand. All notices required pursuant to this Paragraph 3 shall be provided in accordance with Paragraph 11 of this Agreement. The Emergency Interconnect shall not be operated unless and until the Party experiencing an Emergency Condition shall have given telephonic notice to the other Party. The Party experiencing an Emergency Condition shall also deliver written notice of the Emergency Condition to the other Party as soon as practicable.

4. Emergency Supply.

- a. The Party receiving the Emergency Notice shall use its best efforts, within a reasonable time, to supply the other Party with enough Potable Water to meet the requesting Party's average day flow demand to its regular, non-emergency supply Customers.
- b. The obligation to supply Potable Water due to Emergency Conditions is subject to the physical limitations of each Party's water works system, and shall not require either Party to take actions that: (a) create undue risk of harm to the Delivering Party's water works system; or (b) threaten the Delivering Party's ability to provide Potable Water to its Customers and Contract Customers. In no event shall more than 3,300,000 gallons per day be provided pursuant to this Agreement through the Emergency Interconnect.
- c. All supplies of Potable Water pursuant to this Agreement shall be made through the Emergency Interconnect and at a minimum pressure of 25 pounds per square inch, unless otherwise agreed to by Lincolnwood and Skokie.
- d. The Parties shall not be liable to each other, or to any third party, for any damages occasioned by the delay in the commencement of, or the failure

to provide, Potable Water to the other in the event of an Emergency Condition.

- e. Each Party shall develop and implement, and use its best efforts to cause its respective Customers and Contract Customers to develop and implement, programs to ensure that no Potable Water in excess of average daily domestic flow demand may be withdrawn from the waterworks system of either Party during an Emergency Condition.

5. Determination of Payments. The Receiving Party shall pay the Delivering Party for all Potable Water supplied Water pursuant to this Agreement, at no more than the customary and applicable retail rate of Skokie for Contract Customers in effect at the time of each such delivery. The quantity of Potable Water supplied, for billing purposes, shall be the actual metered quantity of Potable Water delivered from the applicable Parent Supplier to the Delivering Party, less the average daily usage of Potable Water by the Delivering Party during the period in which Potable Water is supplied pursuant to this Agreement. All invoices to the Receiving Party from the Delivering Party for its purchase of said Potable Water shall be subject to audit.

6. Construction, Ownership, and Usage of Interconnection Facilities.

- a. Lincolnwood shall pay all costs and expenses attributable to the design, permitting, construction and installation of the Emergency Interconnect.
- b. Construction of the Emergency Interconnect shall be completed, and the Emergency Interconnect shall be in working order, no later than December 31<sup>st</sup>, 2008.
- c. That portion of the Emergency Interconnect that will be installed and located within the corporate boundaries of Lincolnwood shall be and remain the sole property of Lincolnwood. That portion of the Emergency Interconnect that will be installed and located within the corporate boundaries of Skokie shall be and remain the sole property of Skokie. Each Party shall be responsible for the costs of any repairs to the Emergency Interconnect that becomes necessary as a result of any act, or failure to act, of such Party.
- d. Except as otherwise provided in this Agreement, the Emergency Interconnect shall be used only in the event of an Emergency Condition.

- e. All other interconnection facilities constructed by the respective Parties in accordance with this Agreement shall be and remain the sole property of the respective Parties, as constructed or acquired for permanent ownership.

7. Maintenance of Waterworks Systems. Each Party shall take all reasonable efforts to maintain their respective waterworks systems, and keep said systems in good working order. Skokie shall maintain the Emergency Interconnect at all points where the Emergency Interconnect is connected to the Skokie waterworks system. Lincolnwood shall maintain the Emergency Interconnect at all points where the Emergency Interconnect is connected to the Lincolnwood waterworks system, as well as the water pipe and fire hydrant attached thereto.

8. Title to Potable Water. Title to all Potable Water supplied hereunder shall remain in the Delivering Party to the Point of Delivery and thereupon shall pass to the Receiving Party.

9. Term, Termination and Renewal of Agreement.

- a. Term: This Agreement shall continue in effect until December 31, 2057. However, at any time after the 5<sup>th</sup> anniversary of the date of this Agreement, either Party may terminate this agreement, with cause, at any time by providing one (1) year advance written notice to the other party of its intent to terminate.
- b. Renewal: This Agreement shall automatically renew for additional periods of fifty (50) years each, unless either Party gives prior written notice to the other Party of its intent to terminate, as set forth in Paragraph 9.a of this Agreement.
- c. Termination: Notwithstanding any other provision of this Agreement, if either Party fails to make any payment required under this Agreement on or before its due date or within ninety (90) days thereafter, the other Party may terminate this Agreement by giving the non-paying Party not less than ninety (90) days prior written notice. The delivery of Potable Water can be discontinued upon termination pursuant to this Paragraph 9.c.

10. Indemnification and Hold Harmless.

- a. By Lincolnwood: Lincolnwood shall, and does hereby, release Skokie, its elected and appointed officials, employees, agents, and attorneys, from, and agrees that said parties shall not be liable for, and indemnifies and holds said parties harmless from: (a) any liabilities for any loss or damage

to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, maintenance, or operation of the Emergency Interconnect or the Lincolnwood waterworks system; (b) the supply by Skokie of Potable Water to Lincolnwood pursuant to this Agreement; or (c) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Lincolnwood to comply with its covenants or obligations contained in this Agreement, including, in each such case, any attorney's fees. If any such claim is asserted, said parties shall give prompt notice to Lincolnwood, and Lincolnwood, if requested by Skokie, shall assume the defense thereof; provided, however, that Lincolnwood shall not settle or consent to the settlement of any such claim without the prior written consent of Skokie.

- b. By Skokie: Skokie shall, and does hereby, release Lincolnwood, its elected and appointed officials, employees, agents, and attorneys, from, and agrees that said parties shall not be liable for, and indemnifies and holds said parties harmless from: (a) any liabilities for any loss or damage to property or any injury to, or death of, any person that may be occasioned by or related to any cause whatsoever pertaining to the construction, maintenance, or operation of the Emergency Interconnect or the Skokie waterworks system; (b) the supply by Lincolnwood of Potable Water to Skokie pursuant to this Agreement; or (c) any liabilities, losses, or damages, or claims therefor, arising out of the failure, or claimed failure, of Skokie to comply with its covenants or obligations contained in this Agreement, including, in each such case, any attorney's fees. If any such claim is asserted, said parties shall give prompt notice to Skokie, and Skokie, if requested by Lincolnwood, shall assume the defense thereof; provided, however, that Skokie shall not settle or consent to the settlement of any such claim without the prior written consent of Lincolnwood.

11. Notices. Except as provided in Paragraph 3 of this Agreement, all notices or communications provided for herein shall be in writing and shall be delivered to Lincolnwood or Skokie either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to Lincolnwood as follows:

Village of Lincolnwood  
6900 N. Lincoln Avenue  
Lincolnwood, IL 60712  
Attention: Village Administrator  
Telephone: (847) \_\_\_\_\_  
Emergency After-Hours Contact:  
(847) 745-4822 \_\_\_\_\_

or addressed to Skokie as follows:

Village of Skokie  
5127 Oakton Street  
Skokie, IL 60077  
Attention: Village Manager  
Telephone: (847) \_\_\_\_\_  
Emergency After-Hours Contact:  
Skokie Police Department  
(847) 982-5900

12. Successors and Assigns. This agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns. However, this Agreement shall not be assigned by either Party without the prior written consent of the other Party.

13. Contractual Obligations. Each Party represents and covenants to the other that it has the full power and authority to enter into this Agreement and that said Party is in no way barred from entering into this Agreement pursuant to the terms and conditions of any other contractual obligation.

14. Invalidity. If any term or provision of this Agreement or the application thereof to any person or persons shall, to any extent, be invalid or unenforceable as finally determined by any court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.

15. Failure to Enforce. The failure of either Party thereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

16. Force Majeure. Neither Party to this Agreement shall be liable to another for failure, default, or delay in performing any of its obligations hereunder, other than for the payment of money obligations specified herein, in case such failure, default, or delay in performing any of its obligations specified herein is caused by Force Majeure; unavoidable accident; passage of laws; orders of the court; adoption of rules; ordinances; acts; failure to act; delays in receipt of material; or any other cause, whether of similar nature, not within the control of the Party affected and which, by the exercise of due diligence, such Party is unable to prevent or overcome. Should any of the foregoing occur, the Parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each Party may perform its obligations under this Agreement.

17. Non-Agency. It is agreed that Lincolnwood is not an agent of Skokie and shall not incur any costs or expenses on behalf of Skokie, and that Skokie is not an agent of Lincolnwood and shall not incur any costs or expenses on behalf of Lincolnwood.

18. Default. If either Party is in default, or breaches or fails to perform one or more of the representations, covenants, warranties or other terms of this Agreement to be performed, and such default, breach or failure is not cured or corrected within fifteen (15) business days after receipt of written notice thereof given by the other Party, unless another time period is specified within this Agreement, the non-defaulting Party shall be entitled to pursue any and all remedies available at law or in equity, except this Agreement may not be terminated except as provided in Paragraph 8 herein.

19. Rights and Applicable Law. Skokie and Lincolnwood through this Agreement seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of Illinois. This Agreement and the rights of the Parties

hereunder shall be interpreted and enforced in accordance with the laws of the State of Illinois, and subject to all valid rules and regulations applicable hereto passed or promulgated by the United States of America, the State of Illinois, any governmental body or agency having lawful jurisdiction, and any authorized representative or agent of any of them; provided, however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Agreement.

20. Construction with Other Laws. The execution of this Agreement by the Parties hereto does not constitute an admission or a denial of the applicability of the provisions of Section 26 of the Metropolitan Water Reclamation District Act, 70 ILCS 2605/26, to the water purchase and sale transaction contemplated by this Agreement.

21. Other Agreements. Notwithstanding any of the provisions of this Agreement, neither Party is prohibited by this Agreement from entering into cooperative arrangements with other suppliers or users of Potable Water to provide Potable Water to each other to meet each other's water needs, provided that these arrangements do not interfere with the delivery of Potable Water to the other Party's waterworks system as set forth in this Agreement.

22. Complete Agreement. This Agreement sets forth the complete understanding between Lincolnwood and Skokie, and any amendments hereto to be effective must be in writing.

IN WITNESS WHEREOF, the VILLAGE OF LINCOLNWOOD, and the VILLAGE OF SKOKIE have caused this Agreement to be signed in triplicate originals, with each signed copy constituting an original, by their respective authorized representatives and attested by their respective clerks and their seals affixed hereto, all as of the day and date first hereinabove set forth.

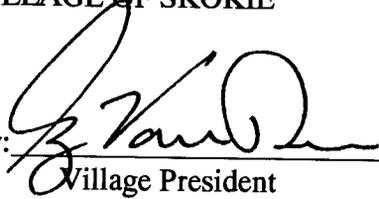
VILLAGE OF SKOKIE

(SEAL)

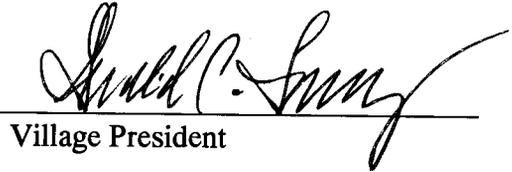
VILLAGE OF LINCOLNWOOD

(SEAL)

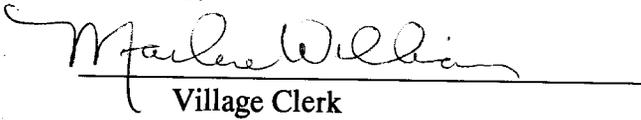
By:

  
Village President

By:

  
Village President

ATTEST:

  
Village Clerk

ATTEST:

  
Village Clerk

# 5502656\_v4

**EXHIBIT A**

**DEPICTION OF THE EMERGENCY INTERCONNECT**



**WATER SUPPLY AGREEMENT BETWEEN THE CITY  
OF CHICAGO, ILLINOIS AND  
VILLAGE OF LINCOLNWOOD, ILLINOIS**

THIS agreement ("2019 Lincolnwood Agreement") made and entered into this 1st day of January, 2019 ("Effective Date") by and between the **CITY OF CHICAGO**, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois ("CITY"), by and through its Department of Water Management ("DWM"), and the Village of Lincolnwood ("PURCHASER") in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago (each individually a "Party" and collectively, "Parties").

**RECITALS:**

WHEREAS, the CITY and the PURCHASER previously entered into an agreement for the connection to and furnishing from the CITY's WATER SYSTEM (as defined below) at the CITY limits, at the ACTIVE LOCATION (as defined below), and, if applicable, for emergency purposes only at the EMERGENCY LOCATION (as defined below), of a supply of water for consumers supplied by the PURCHASER's WATER SYSTEM (as defined below); and

WHEREAS, the CITY and the PURCHASER are desirous of and willing to enter into this new 2019 Lincolnwood Agreement pursuant to which the CITY will furnish from the existing connection of the PURCHASER'S WATER SYSTEM to the CITY's WATER SYSTEM at the CITY limits, at the ACTIVE LOCATION, and, if applicable, for emergency purposes only at the EMERGENCY LOCATION, a supply of water for SUBSEQUENT PURCHASERS (as defined below) supplied by the PURCHASER's WATER SYSTEM;

NOW, THEREFORE, in consideration of the above Recitals which are made a contractual part of this 2019 Lincolnwood Agreement and the mutual covenants and agreements hereinafter contained, the parties agree to the following:

**A. DEFINITIONS.**

The following terms as used in this 2019 Lincolnwood Agreement shall have the meanings set forth below unless the context indicates a different meaning:

"ACTIVE LOCATION" shall have the meaning set forth on **Exhibit A** to this 2019 Lincolnwood Agreement.

"CITY CONTROL VALVE" shall mean the first valve after the POINT OF CONNECTION that is used to permit or prevent flow in the SERVICE MAIN, to be located as close as possible to the POINT OF CONNECTION within the CITY limits unless otherwise authorized by the COMMISSIONER.

"CITY WATER SYSTEM" shall mean the City's water main and piping located within the City limits up to the Point Of Connection, as more fully defined herein, connecting to the PURCHASER'S WATER SYSTEM (as defined below).

“COMMISSIONER” shall mean the Commissioner of the CITY’s Department of Water Management of the CITY.

“EMERGENCY LOCATION” shall have the meaning set forth on **Exhibit B** to this 2019 Lincolnwood Agreement, if applicable.

“FACILITIES” shall mean the SERVICE MAINS, all reservoirs within the PURCHASER's WATER SYSTEM and all connections to a SUBSEQUENT PURCHASER outside the limits of the PURCHASER WATER SYSTEM, including any reservoirs on such SUBSEQUENT PURCHASER water systems.

“POINT OF CONNECTION” shall mean the point where the SERVICE MAIN connects to the CITY WATER SYSTEM.

“PURCHASER WATER SYSTEM” shall mean the Point Of Connection at the CITY CONTROL VALVE for each Service Main components, reservoirs, meter vaults with sump pumps and related devices, flow control systems and pressure recording systems. **The PURCHASER’S WATER SYSTEM has two (2) connections.**

“REVENUES” shall mean the revenues derived from the operation of the PURCHASER WATER SYSTEM, as stated in 65 ILCS 5/11-124.1.

“SERVICE MAIN” or “SERVICE MAINS” shall mean the primary supply piping between the CITY WATER SYSTEM and the overflow tank at the PURCHASER's reservoirs, including the connection to the CITY WATER SYSTEM, the CITY CONTROL VALVE and the meter vault.

“STATE” shall mean the State of Illinois, Department of Natural Resources, or any predecessor or successor to the Department of Natural Resources having authority over the allocation of Lake Michigan water.

“SUBSEQUENT PURCHASER,” if applicable, shall mean water users outside of the PURCHASER’S corporate limits which are supplied water by the PURCHASER pursuant to Section (B)(2) and identified on **Exhibit B**.

**B. SUPPLY AND SERVICE TO BE FURNISHED; TITLE TO WATER.**

(1) The CITY agrees to furnish to the PURCHASER, and the PURCHASER agrees to purchase and pay in full the amount shown on any invoice sent to the PURCHASER by the CITY pursuant hereto on the date for such payment indicated on such invoice, and take title to water from the CITY, under and in accordance with the terms of this 2019 Lincolnwood Agreement, a supply of water through one or more metered connection(s) authorized by the COMMISSIONER from the CITY's water main at the CITY limits, at the ACTIVE LOCATION, and for emergency purposes only at the EMERGENCY LOCATION, if applicable, to be used by the PURCHASER in supplying water to consumers located within the corporate limits of the PURCHASER and to a SUBSEQUENT PURCHASER, if applicable, within 35 miles of the

PURCHASER'S corporate limits. All water supply is to be in accordance with the allocation of the STATE, as set forth on **Exhibit B**.

(2) The PURCHASER is further authorized to supply Lake Michigan water obtained from the CITY to the municipalities listed on **Exhibit B** (the "SUBSEQUENT PURCHASERS"). All water supply is to be in accordance with the allocations of the STATE. Any increase in the allocations set forth on **Exhibit B** to any SUBSEQUENT PURCHASER, if applicable, shall be subject to the approval of the COMMISSIONER and shall be identified in this 2019 Lincolnwood Agreement by written addenda. It is clearly understood by the PURCHASER that this authorization is non-exclusive and in no way guarantees any rights to re-sell CITY water.

(3) The PURCHASER shall not add any SUBSEQUENT PURCHASER of water supplied by the CITY without the approval of the COMMISSIONER and an amendment to this 2019 Lincolnwood Agreement executed by the Commissioner.

### **C. QUANTITY OF WATER TO BE FURNISHED.**

(1) The quantities of water are to be supplied to the PURCHASER and the SUBSEQUENT PURCHASERS, as set forth on **Exhibit B** indicated thereon. The SUBSEQUENT PURCHASER quantities of water are included in the allocation made to the PURCHASER. These quantities of water are in accordance with the allocations made to the PURCHASER and the respective SUBSEQUENT PURCHASERS by the STATE in Opinion and Order Number LMO 99-3, as amended from time to time. These quantities of water may be adjusted by the COMMISSIONER if there are any future revisions of the allocation order by the STATE and shall be identified in this 2019 Lincolnwood Agreement by written addenda.

(2) The water supplied and taken in accordance with this 2019 Lincolnwood Agreement shall be withdrawn at a uniform rate during the 24 hours of each day and no less than a minimum draw of water constituting no less than 50% of the State allocation in millions of gallons per day ("MGD"). For 2019, PURCHASER's State allocation is 2.371 MGD. Therefore, PURCHASER's minimum draw of water shall be no less than those respective amounts set forth on **Exhibit C**, attached hereto and made a part hereof, entirely through the one active connection as identified on **Exhibit A**, attached hereto and made a part hereof. Any active or emergency connection severed or disconnected water main(s) and pipe work shall be completed by DWM at PURCHASER's sole cost and expense. All restoration work shall be completed by either DWM or PURCHASER at PURCHASER'S sole cost and expense. **Upon the CITY's receipt of a PURCHASER issued "60 Day Termination Notice" as defined in Section D.1. herein, or upon PURCHASER'S request no less than 60 days prior to the expiration of the Term of this Agreement. PURCHASER's minimum draw of water for each connection shall be reevaluated by the COMMISSIONER to determine the necessary required minimum and maximum flow from each connection required to maintain adequate chlorine residual and pressures in the City Water System.** The maximum hourly rate of withdrawal from the CITY's water main shall not exceed twice the annual average daily contracted amount. The PURCHASER shall maintain a reservoir for its water supply capacity as more fully described in Section D(V)(24) herein. The CITY shall have the right to restrict the supply of water to the PURCHASER to ensure an adequate water supply to all purchasers of CITY water for public health and fire protection. No surges or back flows are allowed. The PURCHASER shall and shall cause each SUBSEQUENT PURCHASER, to be responsible for, save and hold harmless, and indemnify the City, as set forth in Section D(I)(7), and including but not limited to, any damage to the CITY'S WATER

SYSTEM or of any of the CITY's customers due to excessive surges or back flows caused by the malfunction or misuse of the PURCHASER'S WATER SYSTEM, including, without limitation, unauthorized fast-acting valves or booster station operation.

(3) The PURCHASER shall install, or if previously installed, shall maintain a flow control system consisting of a hydraulically operated flow controlled by PURCHASER on each SERVICE MAIN downstream of meter(s) to regulate the flow of water as herein provided. The PURCHASER shall install, or if previously installed, shall maintain a pressure recording system to monitor the water pressure entering the meter vault.

(4) When requested by the COMMISSIONER, the PURCHASER shall provide the necessary equipment to transmit pressures, rates of flow and receiving reservoir elevations, and to convert the hydraulically operated control valve to a remotely controlled flow control valve. All devices necessary for the control and transmission of pressures and rates of flow of water furnished by the City shall be provided and maintained by the PURCHASER. The transmission of pressures and rates of flow readings shall be to a location designated by the CITY and the flow CITY CONTROL VALVE shall be controlled by the CITY.

#### **D. STANDARD TERMS AND CONDITIONS.**

##### **I. GENERAL**

(1) This 2019 Lincolnwood Agreement shall be in force and effect for a term of 2 years, ending on December 31, 2020 ("Term"); provided, however, that the CITY and the PURCHASER may agree to renew this 2019 Lincolnwood Agreement for one (1) year, not to exceed December 31, 2021. If either the CITY or the PURCHASER shall desire to renew this 2019 Lincolnwood Agreement, such Party shall provide written notice thereof to the other Party hereto by June 1, 2020 ("Renewal Notice"). This 2019 Lincolnwood Agreement may be terminated by the CITY or the PURCHASER for any or no reason upon 60 calendar days' prior written notice ("60 Day Termination Notice") to the other Party. This 2019 Lincolnwood Agreement shall be a continuing valid and binding obligation of the PURCHASER payable from REVENUES as hereinafter provided for the Term and the separate 1-year renewal term ("Renewal Term") thereof (the Renewal Term to be treated as the Term of a new agreement). This 2019 Lincolnwood Agreement shall terminate at the expiration of the Term, the expiration of the 1-year Renewal Term, or upon termination by either Party with a 60 Day Termination Notice, as applicable.

(2) No officer, official or agent of the CITY has the power to amend, modify or alter this 2019 Lincolnwood Agreement or waive any of its conditions to bind the CITY by making any promise or representation not contained herein; provided, however, that the COMMISSIONER may make modifications pursuant to paragraph D(I)(8) herein.

(3) This 2019 Lincolnwood Agreement shall not be assigned or transferred by either Party.

(4) This 2019 Lincolnwood Agreement shall be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the CITY's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The PURCHASER'S AND SUBSEQUENT PURCHASERS' respective minimum quantity of water to be drawn under this 2019 Lincolnwood Agreement shall not be less than 50% of the MGD State allocations, as those respective amounts are set forth on Exhibit C, attached hereto and made a part hereof. PURCHASER's minimum draw of water shall be no less than 1.186 MGD during the Term, split between the two connections or entirely through one connection if the other is severed and disconnected.

(6) The quantity of water supplied under this 2019 Lincolnwood Agreement shall not exceed the amount of Lake Michigan water allocated by the STATE to the PURCHASER and SUBSEQUENT PURCHASERS, if applicable.

(7) The CITY shall not be responsible in damages for any interruption or failure to supply water and the PURCHASER shall, and shall cause all SUBSEQUENT PURCHASERS, to save and hold harmless and indemnify the CITY, from all damage of any kind, nature and description that may arise as a result of making this 2019 Lincolnwood Agreement and supplying water hereunder.

(8) The PURCHASER shall not permit any water furnished hereunder to be used to supply any party outside the corporate limits of the PURCHASER, except as otherwise specifically provided herein, without the prior written consent of the COMMISSIONER and an amendment to this 2019 Lincolnwood Agreement by the Chicago City Council. The PURCHASER may, with the permission of the COMMISSIONER, in an emergency, supply water to consumers supplied by the PURCHASER WATER SYSTEM who have been previously authorized an emergency connection and identified as an EMERGENCY LOCATION, as set forth on Exhibit B.

## **II. REPORTING REQUIREMENT**

(9) At the end of each calendar year during the Term of this 2019 Lincolnwood Agreement and not later than March 31st of each year, the PURCHASER agrees to submit to the COMMISSIONER a written copy of the prevailing water rate schedule as applicable to its water customers, including all SUBSEQUENT PURCHASERS. It shall include all rates and relevant information and the premise on which rates have been furnished.

(10) The PURCHASER shall submit to the CITY by the 10th day of each month, a report showing the amount of water received the previous month from the CITY and each amount furnished to PURCHASER's customers, including all SUBSEQUENT PURCHASERS.

(11) The PURCHASER shall notify the CITY in writing and keep the CITY informed of the responsible individual in charge of operations of the PURCHASER's WATER SYSTEM. As of the date of execution of this 2019 Lincolnwood Agreement the PURCHASER'S contact in charge of operations is:

J. Guadalupe Martinez  
Superintendent  
7001 N. Lawndale Avenue  
Lincolnwood, IL 60712  
847-675-0888

### **III. EVENT OF DEFAULT; REMEDIES**

(12) Each of the following will constitute an "Event of Default" under this 2019 Lincolnwood Agreement:

(a) failure to pay in full the amount shown on any invoice sent to the PURCHASER by the CITY pursuant hereto on the date for such payment indicated on such invoice;

(b) any warranty, representation or statement made or furnished to the CITY by or on behalf of the PURCHASER in connection herewith proving to have been false in any material respect when made or furnished; and

(c) default by the PURCHASER in the performance or observance of any condition, warranty, representation, covenant, provision or term (other than as referred to in the other paragraphs of this Section 12) contained herein, which remains unremedied for 30 days after notice thereof from the CITY to the PURCHASER, provided, however, that if any such default cannot reasonably be remedied within said 30-day period and if the PURCHASER shall have commenced to remedy such default within said 30-day period and shall thereafter continue diligently to effect such remedy, then said 30-day period shall be extended to 60 days upon written request from the PURCHASER to the CITY delivered during such 30-day period, and upon further written request from the PURCHASER to the CITY delivered during said 60-day period, said 60-day period shall be extended to 90 days.

Upon the occurrence of an Event of Default, the CITY may pursue and secure any available remedy against the PURCHASER, including, without limitation: (1) require the PURCHASER to deposit, in advance, into escrow, pursuant to an escrow agreement between the CITY and the PURCHASER, a sum equal to the estimated costs for water supply during a period of ninety (90) days at the prevailing metered rate; and PURCHASER hereby agrees to execute such an escrow agreement and waives any and all arguments, claims, and defenses relating in any way to the escrow agreement; (2) sue the PURCHASER for payment; (3) terminate this 2019 Lincolnwood Agreement; (4) shut off the supply of water; and (5) pursue any remedy in any court of competent jurisdiction by any action or proceeding at law, or in equity, including, but not limited to, damages, injunctive relief and the specific performance of the agreements contained herein.

In case the CITY shall have proceeded to enforce its rights hereunder and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the CITY by any court of competent jurisdiction, then and in every such case the PURCHASER and the CITY shall be restored respectively to their respective positions and rights hereunder, and all rights, remedies and powers of the PURCHASER and the CITY shall continue as though no such proceedings had been taken.

In the event the PURCHASER should default under any of the provisions hereof and the CITY should employ attorneys or incur other costs and expenses for the collection of the payments due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the PURCHASER herein contained, the PURCHASER agrees that it will, on demand therefor, pay to the CITY the fees and expenses of such attorneys and such other costs and expenses so incurred by the CITY.

The remedies of the CITY, as provided herein shall be cumulative and concurrent and may be pursued singularly, successively or together, at the sole discretion of the CITY and may be exercised as often as occasion therefor shall arise and shall not be exclusive but shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. Except as otherwise specifically required

herein, notice of the exercise of any right or remedy granted to the CITY hereunder is not required to be given.

Failure of the CITY, for any period of time or on more than one occasion, to exercise any remedy available to the CITY as described in this Section shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent Event of Default. No act of omission or commission of the CITY, including specifically any discontinued or abandoned proceeding, or failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by the CITY and then only to the extent specifically recited therein.

#### **IV. WATER QUALITY**

(13) The CITY shall supply the PURCHASER with water of a quality commensurate with that furnished to its consumers within the CITY limits.

(14) The PURCHASER shall receive its supply of water from the CITY by means of a method approved by the COMMISSIONER. The CITY WATER SYSTEM must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use to an EMERGENCY LOCATION, a backflow preventer, approved by the COMMISSIONER, must be installed.

(15) The PURCHASER bears the responsibility for taking title to the water and maintaining the water quality at all points beyond the Point Of Connection to the CITY'S WATER SYSTEM, and at all points within its PURCHASER WATER SYSTEM distribution. The CITY bears no degree of responsibility for the water quality at any point beyond the CITY CONTROL VALVE and the PURCHASER shall and shall cause all SUBSEQUENT PURCHASERS to save and hold harmless, and indemnify the City, as set forth in Section D(I)(7), and including without limitation, for the water quality at all point beyond the CITY CONTROL VALVE. PURCHASER shall include the hold harmless and indemnification of the City in each of its water supply contracts with all SUBSEQUENT PURCHASERS. PURCHASER shall provide the Commissioner with a copy of all water supply contracts, and any amendments and/or addenda thereto, between the PURCHASER and all SUBSEQUENT PURCHASERS within seven (7) days of the execution of this 2019 Lincolnwood Agreement.

(16) The PURCHASER shall immediately notify the COMMISSIONER of any emergency or condition that may affect the quality of water in either Party's system.

(17) The CITY reserves the right to make inspections of any facilities and equipment which may affect the quality of the water supplied to the PURCHASER and to perform required tests, including meter tests, upon due notice to the PURCHASER. All inspections and tests shall be at the PURCHASER'S sole cost and expense.

#### **V. EQUIPMENT OPERATION; CONNECTION AND SEVERANCE OF CONNECTION**

(18) The PURCHASER shall provide and maintain, at PURCHASER's sole cost and expense, all

SERVICE MAINS and CITY CONTROL VALVE (s) for (1) connecting said SERVICE MAINS to and (2) severing them from the CITY's WATER SYSTEM, including the severing of emergency connections due to non-use or abandonment by the PURCHASER, and for any environmental or public health and safety concern as determined by the Commissioner in his sole discretion. All severing of emergency connections shall be made at the Commissioner's sole discretion. The PURCHASER shall also pay all costs and expenses incurred by or on behalf of the CITY in connection with extending the CITY's WATER SYSTEM to the Point Of Connection with the PURCHASER's WATER SYSTEM, if such extension is for the sole purpose of supplying water to the PURCHASER's WATER SYSTEM. Each SERVICE MAIN shall be equipped with a CITY CONTROL VALVE located within the CITY limits and said CITY CONTROL VALVE shall be under the sole and complete control of the CITY. The Point Of Connection or the CITY CONTROL VALVE, whichever one is closest in proximity to the CITY'S WATER SUPPLY SYSTEM, shall mark the limit of the CITY's responsibility for maintenance of the piping system. The cost and expense of maintaining or replacing the CITY CONTROL VALVE shall be the responsibility of the PURCHASER.

Upon any termination of this 2019 Lincolnwood Agreement, the CITY shall sever the connection at the ACTIVE LOCATION and the connection at the EMERGENCY LOCATION at PURCHASER's sole cost and expense. The CITY shall invoice PURCHASER for the actual costs of severing any of these connections at any time during and after the Term of this 2019 Lincolnwood Agreement, including prior to the initiation of any work to sever these connections. The PURCHASER agrees to pay in full the amount shown on any invoice sent to the PURCHASER by the CITY for the severing of the connection at the ACTIVE LOCATION and the connection at the EMERGENCY LOCATION on the date for such payment indicated on such invoice.

(19) The PURCHASER shall provide and maintain any and all devices expressly requested by the COMMISSIONER for the purpose of controlling, measuring, transmitting and recording pressures, rates of flow, reservoir levels and other required operational information.

(20) The PURCHASER shall provide the meters, vaults with sump pumps and related devices, adhering to CITY standard practices, for measuring the supply of water furnished. Due to the short term of this Agreement, the CITY shall require the PURCHASER to provide automatic read meters ("Automatic Read Meters") for measuring the supply of water furnished at the time the PURCHASER repairs or replaces the meters, or in the event the PURCHASER seeks renewal of this Agreement after December 31, 2021. The Automatic Read Meters must be delivered to the CITY meter shop for testing and picked up promptly after testing, all at the expense of the PURCHASER prior to installation by the PURCHASER. Plans, drawings and specifications for the equipment, piping and vault, or other protective structure have been, or must be, submitted to and approved by the COMMISSIONER as a precondition to the issuance of an authorization for installing the Automatic Read Meters and related devices. No substitute equipment shall be allowed without prior written approval of the COMMISSIONER. The meter vault shall be located no farther than 150 feet from the CITY CONTROL VALVE unless the COMMISSIONER consents to installation at a greater distance. The PURCHASER is required to provide a tee and control valve downstream of each meter installed in each meter vault. The tee and control valve shall be of a size and in a location approved by the COMMISSIONER. The tee and control valve shall be a minimum of two inches pipe size. The PURCHASER is required to provide a one-inch pipe size pitometer test tap in the inlet pipe ahead of the header pipe in a location approved by the COMMISSIONER.

(21) In the event that the PURCHASER should desire to alter the meter installation, the piping

configuration, the meter vault or any of the FACILITIES, all drawings, plans and specifications shall be submitted to the COMMISSIONER prior to an application being made for an installation permit and prior to the start of any construction. Alteration of any of the FACILITIES shall include construction of new FACILITIES or changes or additions to existing FACILITIES. All drawings, plans and specifications shall include profiles showing United States Geological Survey elevations and shall be prepared by a professional engineer, licensed to practice in the State of Illinois, all equipment shall be of a manufacture and type approved by the CITY, and all work shall be performed by a plumbing contractor licensed and bonded in the State of Illinois.

(22) The CITY's representative shall regularly inspect the meters, including any Automatic Read Meters, measuring the supply of water furnished and the CITY reserves the right to test and repair any meter or part of a meter which is known or suspected to be registering incorrectly. All such tests and repairs shall be made by the CITY's representatives at the PURCHASER's sole costs and expense. The PURCHASER shall be responsible for replacing all meters, including those meters which have been in service for a period longer than authorized or which are defective and not capable of being repaired, with Automatic Read Meters. All such replacements shall be at the sole cost and expense of the PURCHASER.

(23) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the COMMISSIONER for the purpose of billing the PURCHASER. The estimate shall be based upon the average of 12 preceding readings of the meter, exclusive of incorrect readings. When less than 12 correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(24) The PURCHASER shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system and the entities served to store twice the annual daily average allocation of water to the PURCHASER and the entities furnished water by the PURCHASER's WATER SYSTEM as authorized by the STATE Opinion and Order Number LMO 99-3, as amended from time to time, and any revisions to the allocations. All reservoirs provided by the PURCHASER's WATER SYSTEM shall be considered in meeting this requirement. The PURCHASER's WATER SYSTEM is to be operated to utilize the reservoirs in a manner to assure that water is withdrawn from the CITY's WATER SYSTEM as uniformly as possible.

## **VI. RATES AND DISCOUNTS**

(25) Charges for water furnished to the PURCHASER shall be at such rate or rates as the CITY shall be legally authorized to charge, said rate or rates being fixed by CITY ordinance.

(26) The PURCHASER shall be charged a penalty for late payment of water bills similar to that charged to metered customers inside the CITY.

(27) Payments to be made by the PURCHASER hereunder to the CITY for water furnished to the PURCHASER shall be solely from REVENUES. The PURCHASER covenants and agrees to charge such rate or rates for the furnishing of water to its customers, including but not limited to the SUBSEQUENT PURCHASERS, so that the REVENUES shall at all times be sufficient to pay in full all amounts due to the CITY from the PURCHASER.

**VII. NOTICES**

(28) Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, such as facsimile or email; (c) overnight courier; or (d) registered or certified, first class mail, return receipt requested.

If to the CITY:  
City of Chicago  
Department of Water Management – Commissioner’s Office  
1000 East Ohio Street  
Chicago, Illinois 60611  
Fax:  
Email:

In an emergency:  
City of Chicago  
Department of Water Management  
Leak Desk  
(312) 744-7038

If to the PURCHASER:  
Village of Lincolnwood  
Attn: Village Manager  
6900 N Lincoln Avenue  
Lincolnwood, IL 60712  
Fax:847-675-4432  
Email: agaura@lwd.org

In an emergency:  
Skokie Emergency Dispatch  
Attn: Lincolnwood Public Works  
(847) 982-5900

Such addresses may be changed by notice to the other Party given in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (28)(a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (28)(c) hereof shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to clause (28)(d) hereof shall be deemed received two days following deposit in the mail.

IN WITNESS WHEREOF, the Parties have signed this 2019 Lincolnwood Agreement as of the date and year first above written.

**CITY OF CHICAGO,**  
a municipal corporation

By: Randy Comer  
Randy Comer,  
Commissioner  
Department of Water Management

Approved as to Form and Legality:

By: Karen Bielarz  
Karen Bielarz,  
Director of Legal Services  
Department of Water Management

VILLAGE OF LINCOLNWOOD, ILLINOIS

By: Anne Marie Gaura  
Anne Marie Gaura  
Village Manager

ATTEST:

By: Beryl Herman (SEAL)  
Beryl Herman  
Village Clerk

**EXHIBIT A**

**VILLAGE OF LINCOLNWOOD**

**ACTIVE LOCATION**

ACTIVE LOCATION:

Devon Avenue and Pulaski Road

**EXHIBIT B**

EMERGENCY LOCATION:

Devon Avenue and Cicero Avenue

SUBSEQUENT PURCHASERS:

None

STATE ALLOCATIONS in MGD (Million Gallons per Day):

2019	2.371
2020	2.376
2021	2.381

**EXHIBIT C**

**PURCHASER  
MINIMUM WATER DRAWS  
NOT LESS THAN 50% OF THE STATE ALLOCATIONS  
IN MGD (MILLION GALLONS PER DAY)**

2019	1.186
2020	1.188
2021	1.190

IN WITNESS WHEREOF, the Parties have signed this 2019 Lincolnwood Agreement as of the date and year first above written.

**CITY OF CHICAGO,**  
a municipal corporation

By: Randy Corner  
Randy Corner,  
Commissioner  
Department of Water Management

Approved as to Form and Legality:

By: Karen Bielarz  
Karen Bielarz,  
Director of Legal Services  
Department of Water Management

VILLAGE OF LINCOLNWOOD, ILLINOIS

By: Anne Marie Gaura  
Anne Marie Gaura  
Village Manager

ATTEST:

By: Beryl Herman (SEAL)  
Beryl Herman  
Village Clerk

# EMERGENCY WATER INTERCONNECTION

March 18, 2020  
Committee of the Whole

# DIRECTION REQUESTED

Staff is seeking the Village Board's direction regarding the construction of an emergency water interconnection with the Village of Skokie as part of the water transmission main that is currently under construction

# BACKGROUND

The Village's water system is connected to the City of Chicago at two locations

- Crawford & Devon (Active Connection)
- Cicero & Devon (Emergency Connection)

Additionally, the Village maintains an emergency interconnection with the Village of Skokie

- Cicero & Jarvis

On Sep. 17, 2019 the Village Board approved a short term water supply agreement with Chicago

- Agreement requires the Village to disconnect from the Chicago water system upon completion of the connection to Evanston
- Agreement includes language that leaves the door open for an emergency connection to be maintained, but it is not guaranteed
- **If the Village is required to disconnect from Chicago, it will be left with one emergency connection**

# POTENTIAL EMERGENCY CONNECTION

Over the past several months, staff has been working to identify alternative solutions if the Village is forced to eliminate both connections with Chicago

As construction of the water transmission main has progressed, a potential solution has emerged; an emergency interconnection could be constructed along the transmission main at either:

- Hamlin & Jarvis
- Hamlin & Jarlath

Skokie's staff has been agreeable to constructing an additional interconnection – final location is still under review



# POTENTIAL EMERGENCY CONNECTION

Preliminary hydraulic analysis shows that the Village could expect to receive 800 – 1 200 gallons per minute through the interconnection

- Water Division staff have confirmed that under emergency conditions, this would be sufficient to supply the Village's potable water system

## Benefits include:

- Village is guaranteed a redundant emergency water supply in case of failure of the existing interconnection
- If there were a pipe failure on the transmission main between the interconnection and the connection with Evanston or if there were an issue with Evanston's infrastructure, the Village would continue receiving water through the transmission main
- By receiving emergency water through the transmission main, staff can continue to maintain pressure in the system as normal – we won't "float" on Skokie's system pressure

# FINANCIAL IMPACT

Infrastructure would include a double valve system with a flushing hydrant, similar to what was installed at Cicero & Jarvis in 2008

Estimated cost: \$50,000

- At Jan. 21, 2020 COTW, it was demonstrated that the project is estimated to cost \$155,000 less than the awarded contract value
- Emergency interconnection could be constructed without an increase to the awarded contract value

# SCHEDULE

If the Village Board concurs with construction of the interconnection staff will:

- Finalize the location of the interconnection
- Coordinate with the engineers and contractor to construct the necessary infrastructure
- Work with Skokie to amend the 2008 intergovernmental agreement (IGA) to include the second location – the agreement would be brought forward for the Village Board's consideration at a future date

# RECOMMENDATION

Staff recommends the Village Board authorize the construction of a redundant emergency interconnection with Skokie at the intersection of Hamlin & Jarvis or Hamlin & Jarlath as part of the water transmission main project