



**VILLAGE OF LINCOLNWOOD  
PRESIDENT AND BOARD OF TRUSTEES  
REGULAR MEETING  
VILLAGE HALL COUNCIL CHAMBERS  
MEETING HELD VIA GOTO MEETING AND AVAILABLE LIVE AT  
[WWW.LINCOLNWOODIL.ORG/LIVE-CABLE-CHANNEL/](http://WWW.LINCOLNWOODIL.ORG/LIVE-CABLE-CHANNEL/)  
7:30 PM, FEBRUARY 16, 2021**

In accordance with the recently adopted amendments to the Illinois Open Meetings Act permitting the Village Board to conduct a virtual Village Board meeting, members of the public are allowed to be physically present in the Village Board meeting room in Village Hall at 6900 North Lincoln Avenue, subject to room capacity and social distancing requirements. Accordingly, the opportunity to view the virtual meeting at Village Hall is available on a “first come, first-served” basis. Those members of the public present at Village Hall will be able to provide real-time comments in person on the computer available in the Council Chambers. Anyone who does not desire, or who is not able, to be physically present at Village Hall can watch the Village Board meeting live by visiting the Village website or by clicking [www.lincolnwoodil.org/live-cable-channel/](http://www.lincolnwoodil.org/live-cable-channel/) or can email [VillageBoardPublicComment@lwd.org](mailto:VillageBoardPublicComment@lwd.org) to receive the GoToMeeting credentials for the meeting to participate electronically.

**AGENDA**

- I. Call to Order**
- II. Pledge to the Flag**
- III. Roll Call**
- IV. Approval of Minutes**
  - 1. Minutes of the Village Board Meeting of February 2, 2021
- V. Warrant Approval**
  - 1. Approval of Warrants for February 16, 2021
- VI. Village President’s Report**
- VII. Consent Agenda**
  - 1. A Resolution Authorizing the Village to Continue and Approving an Intergovernmental Agreement Relating to Membership in the O’Hare Noise Compatibility Commission (This Item Appears on the Consent Agenda because it is a Routine Function of Government)
  - 2. Approval of a Resolution Approving a Restated and Amended Agreement with Freddie’s Inc., of Chicago for Food Concessionaire Services (This Item Appears on the Consent Agenda because it was Unanimously Approved by a Recommending Body)

3. Approval of a Resolution Designating the Village's Delegate and Alternate Delegate to the Illinois Risk Management Agency Board of Directors (This Item Appears on the Consent Agenda because it is a Routine Function of Government)

**VIII. Regular Business**

4. Consideration of an Extension of the Emergency Declaration Entered by Mayor Bass on March 18, 2020

**IX. Manager's Report**

1. Freedom of Information Report

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

**XI. Village Clerk's Report**

**XII. Trustee Report**

**XIII. Public Forum**

Statement Regarding Public Comment

Anyone who desires to offer public comment during the meeting about any matter concerning the Village of Lincolnwood may do so by submitting an email to [VillageBoardPublicComment@lwd.org](mailto:VillageBoardPublicComment@lwd.org) prior to the commencement of the meeting, or by offering live oral comment at the stated time in the meeting agenda. To offer live comment, commenters must email [VillageBoardPublicComment@lwd.org](mailto:VillageBoardPublicComment@lwd.org) to receive the GoToMeeting credentials for the meeting to participate electronically. All Emails received will be read aloud during the Public Comment portion of the agenda. Emails should be kept to under 200 words to allow time for others to be heard and for the Board to progress through the public meeting agenda. The Board typically does not immediately respond to public comments or engage in open dialogue, but the Board is actively listening to all comments.

**XIV. Adjournment**

DATE POSTED: February 11, 2021

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

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FEBRUARY 2, 2021**

**Draft**

**Call to Order**

President Bass called the Regular Meeting of the Lincolnwood Board of Trustees to order at 8:02 P.M. Tuesday, February 2, 2021, in the Council Chambers of the Municipal Complex at 6900 N. Lincoln Avenue, Village of Lincolnwood, County of Cook, and State of Illinois.

The Village President read into the record a statement regarding the applicable Illinois Open Meetings Act provisions that permit the Village Board to conduct a virtual meeting during the pandemic, and informed the public how they can view the meeting as well as how to provide comments remotely.

**Pledge to the Flag**

The Corporate Authorities and all persons in attendance stood and recited the Pledge of Allegiance.

**Roll Call**

On roll call the following were:

Present: President Bass, Trustees Nickell and Patel

The following Trustees were present via Go to Meeting: Trustees Halevi, Klatzco, and Sargon  
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; Nadim Badran, Public Works Director; Jay Parrott, Police Chief; Doug Hammel, Development Manager; Steve Elrod, Village Attorney.

President Bass requested that all roll call votes at this meeting be started with Trustee Klatzco and end with Trustee Halevi, and be called in the order in which the trustees sit on the dais.

**Approval of Minutes**

The minutes of January 19, 2021 Village Board meeting were presented at the Village Board meeting for Village Board approval.

Trustee Nickell made a motion to approve the Minutes as amended. Seconded by Trustee Patel.  
Clerk Herman called the roll.

Upon roll call the results were:

Ayes: Trustees Halevi, Patel, Nickell, Sargon, and Klatzco

Nays: None

The motion passed

**Warrant Approval**

Trustee Klatzco presented the warrants in the amount of \$374,400.01 and moved to approve the warrants, seconded by Trustee Sargon.

Upon roll call the results were:

AYES: Trustee Halevi, Patel, Nickell, Sargon, and Klatzco

NAYS: None

The motion passed

## **President's Report**

### **1. Appointment to the Park and Recreation Board for a Term of Three Years**

President Bass announced the appointment of Courtney Tucker to the Parks and Recreation Board. Trustee Klatzco made a motion, seconded by Trustee Patel, to consent to the appointment.

Upon roll call the results were:

AYES: Trustee Halevi, Patel, Nickell, Sargon, and Klatzco

NAYS: None

The motion passed

Ms. Tucker stated her excitement for the appointment and President Bass thanked her for her willingness to serve.

### **2. Appointment to the Aging Well Ad-Hoc Committee**

President Bass announced the appointment of Ena Agnihotri to the Aging Well Ad-Hoc Committee. President Bass thanked her for her willingness to serve.

### **3. National Holocaust Remembrance Day**

President Bass announced that last Wednesday, January 27 was National Holocaust Remembrance Day.

President Bass stated that on Holocaust Remembrance Day, we remember the six million Jews and millions of others who were murdered during the Holocaust. Each day, we are fueled by their memory to live the promise of NEVER AGAIN as we support Israel and fight anti-Semitism.

### **4. Black History or Heritage Month**

President Bass spoke of the month of February being Black History Month.

President Bass stated that this February, we celebrate Black History Month with a variety of WTTW programming that explores African American history, stories in the larger African diaspora, and Black culture in America. Special new highlights include Dr. Henry Louis Gates, Jr.'s The Black Church: This Is Our Story, This Is Our Song, an American Experience about contralto and civil rights icon Marian Anderson, and a documentary about the groundbreaking public television series SOUL! Find all of our Black History Month programming below, and find more stories and content at WTTW's Diversity, Equity, and Inclusion hub, as well as more programming addressing race and racism. Plus, explore Black Chicago with WTTW's DuSable to Obama: Chicago's Black Metropolis.

### **5. COVID 19 Update**

President Bass reminded the community of important COVID-19 reminders, including washing hands often, wearing masks, social distancing, and checking on neighbors and elderly community members.

President Bass also took a moment to remind residents to support Lincolnwood businesses by shopping local. He stated that all are working on getting the vaccine. He also addressed residents and told them to be careful.

## **Consent Agenda**

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

1. Approval of a Resolution Amending a Supplemental Rule Concerning Public Comments during Virtual Meetings of the Village Board of Trustees and Other Village Boards, Commissions, and Committees
2. Approval of a Resolution for an Intergovernmental Agreement Between the Village Skokie and the Village of Lincolnwood, Allowing the Use of the Skokie Police Department's Firearm's Range
3. Approval of a Resolution Approving a Rider to an Intergovernmental Agreement for the Provision of Mutual Aid for Snow Removal Services
4. Approval of an Ordinance Amending Sections 6-2-15 and 6-2-21 of the Municipal Code of Lincolnwood Regarding Right-of-Way and Small Wireless Facilities Standards
5. Approval of a Recommendation by the Zoning Board of Appeals to Approve an Ordinance Granting a Variation for the Installation of a Wall Sign at 7250 North Cicero Avenue

Trustee Nickell moved to approve the Consent Agenda, seconded by Trustee Patel.

Trustee Patel will have a question during Trustee reports.

Upon Roll Call the results were:

AYES: Trustee Halevi, Patel, Nickell, Sargon, and Klatzco

NAYS: None

The motion passed

## **Regular Business**

### **6. Consideration of an Extension of the Emergency Declaration Entered by Mayor Bass on March 18, 2020**

This item was presented by the Village Attorney, Steve Elrod.

Mr. Elrod stated that the item is on the agenda for consideration and recommended that it be extended to end of the next regular Board Meeting on February 16, 2021.

Trustee Patel made a motion to extend the Emergency Declaration to the adjournment of the next regular meeting of the Village Board, Trustee Sargon seconded the motion.

Upon Roll Call the results were:

Trustee Halevi, Patel, Nickell, Sargon, and Klatzco

NAYS: None

The motion passed.

## **Manager's Report**

Ms. Gaura provided the Village Board a summary of the recent snow plow operations following 10 inches of snowfall. Ms. Gaura stated that three crews of snow plow drivers each worked twelve hour shifts to ensure roadways, alleys and bike paths were kept clear. Ms. Gaura thanked the Public Works staff for their work managing the event.

Photos were exhibited. Ms. Gaura complimented Nadim Badran and the Public Works staff.

President Bass stated he received an email from a resident stating her appreciation for staff's work clearing the streets.

Ms. Gaura shared that Public Works staff received an award from the American Public Works Association (APWA) for their completion of the water transmission main project. In lieu of an awards banquet, a video was put together showcasing the project that was displayed for viewers. A link of the video will be shared for the public and elected officials to view following the Board meeting.

Ms. Gaura thanked all staff and elected officials and noted that we should thank all staff and elected officials who were involved since 2012.

Ms. Gaura stated that the Budget kickoff meeting is expected to be held on February 23, 2021 to discuss Finance Committee direction and the Capital Budget.

### **Board and Commissions Report**

None

### **Trustees Reports**

Trustee Patel asked a question regarding tenant signage in reference to Consent Agenda item number 5, stating that he is not familiar with it, and asked if there could be a future discussion.

Trustee Patel stated that he could not recall this being brought to the board previously. Ms. Gaura said that proper procedure would be followed.

Following discussion, President Bass stated that it should be reviewed by the Zoning Board of Appeals (ZBA).

Trustee Patel asked if the Board should remand it back to ZBA to consider.

Community Development Director, Scott Mangum stated that he would research the matter.

Trustee Nickell stated she preferred a workshop down the line for the Board to look at what Community Development views as chronic requests and then decide when to take action.

Trustee Patel asked if similar items were already included in the ZBA's annual report.

Ms. Gaura stated that the Board has already directed the ZBA to do a joint workshop with the Plan Commission, which is expected to be held in April.

Trustee Patel thanked the Public Works Department for their work clearing the roadways during the snow event. He said that he is proud of the way neighbors came out to help neighbors.

Trustee Patel stated he is proud to be wearing his Lincolnwood Limits swag, a Parks and Recreation initiative.

President Bass stated a friend of his, a former Mayor, from out of town was blown away by how quickly the streets were cleared in the Village.

Trustee Nickell thanked the Telecommunications Advisory Commission for their work regarding small wireless facilities.

Trustee Klatzco reported that there have been no recent deaths from COVID-19 in the Village and provided locations for residents to register for a COVID-19 vaccine, including CVS, Mariano's, and Walgreens.

Trustee Patel stated he will provide a website to Ms. Gaura from Chicago on ways to access COVID-19 vaccines.

President Bass asked residents to not give up trying to get a vaccine.

**Clerk's Report**

Ms. Herman stated that she has been receiving several phone calls from residents regarding who is speaking during the remote board meetings and asked if each trustee could state his or her name moving forward.

Ms. Herman continued, announcing that mail-in ballots are now available at Village Hall and also online.

**Public Forum**

None

**Adjournment**

At 8:44 P.M. Trustee Nickell moved to adjourn the Village Board meeting, seconded by Trustee Patel.

Upon Roll Call the results were:

AYES: Trustees Halevi, Patel, Nickell, Sargon, Klatzco

NAYS: None

The motion passed.

Respectfully submitted

Beryl Herman  
Village Clerk

TO: President and the Board of Trustees

FROM: Anne Marie Gaura, Village Manager

SUBJECT: Warrant Approval

DATE: February 12, 2021

The following are the totals for the List of Bills being presented at the February 16th Village Board meeting.

02/16/2021	325,985.42
02/16/2021	95,490.77
02/16/2021	13,073.27
02/16/2021	232,518.13
Total	<hr/> <u>\$ 667,067.59</u>



# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 02/09/2021 - 3:37PM  
Batch: 00200.02.2021



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Ad-Wear & Specialty of Texas					
ADWEAR					
30078-IN	1/18/2021	1,070.54	0.00	02/16/2021	
					205-504-515-5730 Program supplies
					Lincolnwood Limits/shirts
		<hr/>			
		30078-IN Total:			1,070.54
		<hr/>			
		Ad-Wear & Specialty of T			1,070.54
Amazon					
AMAZON					
113-0238035-756	12/28/2020	48.55	0.00	02/16/2021	
					205-504-515-5560 Printing & copying services
					Packaging supplies
		<hr/>			
		113-0238035-756 Total:			48.55
113-8443633-360	12/28/2020	27.24	0.00	02/16/2021	
					205-500-515-5700 Office supplies
					Office supplies
		<hr/>			
		113-8443633-360 Total:			27.24
		<hr/>			
		Amazon Total:			75.79
Animal Control Specialists					
ANIMAL					
21-1031	1/13/2021	140.00	0.00	02/16/2021	
					101-400-511-5210 Animal control
					Animal control services

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

21-1031 Total:		140.00		
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Animal Control Specialists		140.00		
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Applied Concepts, Inc.

APPLIED

378098	1/15/2021	1,254.50	0.00	02/16/2021
101-300-512-5730 Program supplies				Stalker radar unit

378098 Total:		1,254.50		
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Applied Concepts, Inc. Tot		1,254.50		
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Arrowhead Forensics

ARROWHEA

101484	1/26/2021	96.90	0.00	02/16/2021
101-000-210-2440 DUI Fines Fund				Blood and urine alcohol specimen

101484 Total:		96.90		
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Arrowhead Forensics Total		96.90		
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Best Quality Cleaning, Inc.

BESTQU

36002	1/20/2021	2,813.34	0.00	02/16/2021
101-420-511-5240 Janitorial				Cleaning Service/January 2021

36002	1/20/2021	416.66	0.00	02/16/2021
205-571-515-5240 Janitorial				Cleaning Service/January 2021

36002	1/20/2021	1,250.00	0.00	02/16/2021
101-210-511-5731 Covid 19 Expenses				Cleaning Service/January 2021

36002 Total:		4,480.00		
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Best Quality Cleaning, Inc.		4,480.00		
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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Bound Tree Medical, LLC					
BOUND					
83921776	1/20/2021	83.99	0.00	02/16/2021	Defibrilator equipment
101-350-512-5660 EMS supplies					
83921776 Total:		83.99			
Bound Tree Medical, LLC		83.99			
Chicago Tribune					
CHGOTRIB					
6867532	1/21/2021	26.88	0.00	02/16/2021	Bid notice for Seasonal apparel
205-500-515-5510 Advertising					
6867532 Total:		26.88			
Chicago Tribune Total:		26.88			
Coban Technologies, Inc.					
COBANTEC					
37054	1/22/2021	840.00	0.00	02/16/2021	Maintenance agreement
101-300-512-5410 R&M - communications equipm					
37054	1/22/2021	775.00	0.00	02/16/2021	Extended warranty
101-300-512-5410 R&M - communications equipm					
37054 Total:		1,615.00			
Coban Technologies, Inc. T		1,615.00			
Fedex					
FEDEX					
7-250-43019	1/20/2021	18.90	0.00	02/16/2021	Shipping/Admin
101-210-511-5720 Postage					
7-250-43019 Total:		18.90			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Fedex Total:	18.90		
Groot Recycling & Waste Services				
GROOT				
6658464	2/1/2021	59,838.64	0.00	02/16/2021
101-440-514-5230				Community Pick up/3092-291565
	6658464 Total:	59,838.64		
6658465	2/1/2021	155.52	0.00	02/16/2021
101-440-514-5230				Library/3092-306731
	6658465 Total:	155.52		
6658466	2/1/2021	760.32	0.00	02/16/2021
101-440-514-5230				School District 74/3092-199164
	6658466 Total:	760.32		
6658467	2/1/2021	3,338.68	0.00	02/16/2021
101-440-514-5230				Multi family pick up/3092-205762
	6658467 Total:	3,338.68		
	Groot Recycling & Waste S	64,093.16		
Impact Networking, LLC				
IMPACT				
2015976	1/25/2021	23.00	0.00	02/16/2021
205-571-515-5730				Community Center copier
	2015976 Total:	23.00		
	Impact Networking, LLC T	23.00		
JG Uniforms Inc				
JGUNIFOR				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
81187	1/21/2021	310.44	0.00	02/16/2021
101-300-512-5070				Uniform allowance
	81187 Total:	<u>310.44</u>		
	JG Uniforms Inc Total:	<u>310.44</u>		
Lowe's Business Acc/GECF				
LOWES				
01222021	1/22/2021	-30.54	0.00	02/16/2021
101-350-512-5700				Return
	01222021 Total:	<u>-30.54</u>		
10351306	1/22/2021	59.82	0.00	02/16/2021
101-350-512-5700				Rollers/varnish
	10351306 Total:	<u>59.82</u>		
7592682	1/25/2021	50.73	0.00	02/16/2021
101-350-512-5700				Wheels/plugs
	7592682 Total:	<u>50.73</u>		
8332031	1/22/2021	51.97	0.00	02/16/2021
101-350-512-5700				Rollers/varnish
	8332031 Total:	<u>51.97</u>		
	Lowe's Business Acc/GEC	<u>131.98</u>		
Marc Printing				
MARCP				
113276	1/28/2021	411.30	0.00	02/16/2021
660-610-519-5700				Window envelopes for Water bills
	113276 Total:	<u>411.30</u>		
113277	1/28/2021	375.90	0.00	02/16/2021

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
660-610-519-5700 Office supplies					Water return envelopes
113277 Total:		375.90			
Marc Printing Total:		787.20			
Modern Marketing MODERNMA MM1140262	1/13/2021	496.74	0.00	02/16/2021	Hand sanitizer
101-210-511-5731 Covid 19 Expenses					
MM1140262 Total:		496.74			
Modern Marketing Total:		496.74			
Municipal Emergency Services MUNICEME IN518685	11/12/2020	125.60	0.00	02/16/2021	BAL Air 103 L
101-350-512-5665 Firefighting supplies					
IN518685 Total:		125.60			
IN525827	12/3/2020	1,711.98	0.00	02/16/2021	MES Excalibur Gauntlet glove
101-350-512-5665 Firefighting supplies					
IN525827 Total:		1,711.98			
IN534422	12/29/2020	472.48	0.00	02/16/2021	ToxiRAE ammonia
101-350-512-5665 Firefighting supplies					
IN534422 Total:		472.48			
IN534490	12/23/2020	1,929.00	0.00	02/16/2021	Red Rack mobile single sided compartment
101-350-512-5665 Firefighting supplies					
IN534490 Total:		1,929.00			
Municipal Emergency Serv		4,239.06			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Paramedic Services of Illinois					
PARAMEDI					
7051	2/1/2021	243,988.40	0.00	02/16/2021	Services rendered month ended 2/28/2021
101-350-512-5220	Fire protection				
	7051 Total:	243,988.40			
	Paramedic Services of Illin	243,988.40			
Radarsign, LLC					
RADARSI					
11775	1/20/2021	93.00	0.00	02/16/2021	Battery charger for Hydride battery
101-300-512-5730	Program supplies				
	11775 Total:	93.00			
	Radarsign, LLC Total:	93.00			
Roy, Judy					
ROY					
006686-000	1/22/2021	249.44	0.00	02/16/2021	Water overpayment
660-000-110-1230	Water customer receivables				
	006686-000 Total:	249.44			
	Roy, Judy Total:	249.44			
Solid Waste Agency of Northern Cook County					
SOLIDWA					
6656	2/1/2021	20,239.59	0.00	02/16/2021	FY 2020 O & M Costs/March
101-440-514-5230	Garbage & recycling				
	6656 Total:	20,239.59			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	Solid Waste Agency of Nor	20,239.59			
State Industrial Products					
STATE					
901843925	1/27/2021	213.32	0.00	02/16/2021	
101-350-512-5799	Other materials & supplies				Car & Truck Wash
	901843925 Total:	213.32			
	State Industrial Products To	213.32			
Streicher's					
STREICH					
11478235	1/18/2021	4,831.98	0.00	02/16/2021	
101-300-512-5730	Program supplies				G2 Ballistic Shields
	11478235 Total:	4,831.98			
	Streicher's Total:	4,831.98			
Suburban Accents					
SUBACCE					
30398	1/28/2021	925.00	0.00	02/16/2021	
101-300-561-6580	Equipment - vehicles				Squad Set up/Graphics
	30398 Total:	925.00			
	Suburban Accents Total:	925.00			
Target Solutions Learning, LLC					
TARGETSO					
INV16930	12/1/2020	3,500.61	0.00	02/16/2021	
101-350-512-5770	Training supplies				Membership and maintenance fee



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number	Description			

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INV16930 Total:	3,500.61
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Target Solutions Learning,	3,500.61
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Report Total:	352,985.42
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# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 02/09/2021 - 3:37PM  
Batch: 00201.02.2021



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Ace Hardware Skokie					
ACEHRDS					
228809	9/8/2020	7.56	0.00	02/16/2021	
101-440-513-5480 R&M - vehicles					Nuts for Truck 1
	228809 Total:	7.56			
Ace Hardware Skokie Tota					
		7.56			
Active Electrical Supply Co. Inc. & Fox Lighting					
ACTIVELE					
10573354-00	1/25/2021	67.95	0.00	02/16/2021	
101-420-511-5730 Program supplies					Circuit Directory and pliers for PW
	10573354-00 Total:	67.95			
Active Electrical Supply C					
		67.95			
Al Warren Oil Co, Inc.					
ALWARREN					
W1365486	1/22/2021	481.25	0.00	02/16/2021	
101-300-512-5480 R&M - vehicles					Oil for Police and Public Works
W1365486	1/22/2021	400.95	0.00	02/16/2021	
101-440-513-5675 Lubricants & fluids					Oil for Police and Public Works
W1365486	1/22/2021	400.95	0.00	02/16/2021	
205-430-515-5675 Lubricants & fluids					Oil for Police and Public Works
W1365486	1/22/2021	400.95	0.00	02/16/2021	
660-620-519-5675 Lubricants & fluids					Oil for Police and Public Works

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

W1365486 Total:		1,684.10		
W1367269	2/1/2021	4,377.14	0.00	02/16/2021
101-300-512-5670 Fuel				Fuel usage
W1367269	2/1/2021	402.69	0.00	02/16/2021
101-350-512-5670 Fuel				Fuel usage
W1367269	2/1/2021	31.39	0.00	02/16/2021
101-400-511-5670 Fuel				Fuel usage
W1367269	2/1/2021	46.84	0.00	02/16/2021
101-410-511-5670 Fuel				Fuel usage
W1367269	2/1/2021	212.22	0.00	02/16/2021
101-420-511-5670 Fuel				Fuel usage
W1367269	2/1/2021	331.22	0.00	02/16/2021
101-440-513-5670 Fuel				Fuel usage
W1367269	2/1/2021	530.58	0.00	02/16/2021
205-430-515-5670 Fuel				Fuel usage
W1367269	2/1/2021	858.15	0.00	02/16/2021
660-620-519-5670 Fuel				Fuel usage

W1367269 Total: 6,790.23

W1367270	2/1/2021	855.43	0.00	02/16/2021
101-350-512-5670 Fuel				Fuel usage
W1367270	2/1/2021	1,130.33	0.00	02/16/2021
101-440-513-5670 Fuel				Fuel usage
W1367270	2/1/2021	168.60	0.00	02/16/2021
205-430-515-5670 Fuel				Fuel usage
W1367270	2/1/2021	1,056.24	0.00	02/16/2021
660-620-519-5670 Fuel				Fuel usage

W1367270 Total: 3,210.60

Al Warren Oil Co, Inc. Tot 11,684.93

American Water Works Assn				
AMERICWA				
7001881990	12/20/2020	231.00	0.00	02/16/2021
660-610-519-5570 Professional associations				AWWA Membership for PW Director

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

7001881990 Total:		231.00		
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American Water Works Ass		231.00		
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Anderson Pest Solutions

ANDERP

7189135	1/1/2021	292.06	0.00	02/16/2021
101-420-511-5405 R&M - buildings				Pest Control for Village Depts

7189135 Total:		292.06		
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7387253	2/1/2021	292.06	0.00	02/16/2021
101-420-511-5405 R&M - buildings				Pest Control for Village Depts

7387253 Total:		292.06		
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Anderson Pest Solutions To		584.12		
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Armando Tree Care Service, Inc

ARMANDO

012121	1/21/2021	1,500.00	0.00	02/16/2021
101-440-513-5599 Other Contractual				Five Trees pruned at O'Brien Park

012121 Total:		1,500.00		
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Armando Tree Care Servic		1,500.00		
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Atlas Bobcat Inc

ATLASB

BH9717	1/13/2021	603.62	0.00	02/16/2021
101-440-513-5480 R&M - vehicles				Safety decal kit for stump grinder

BH9717 Total:		603.62		
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Atlas Bobcat Inc Total:		603.62		
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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
Baxter & Woodman Consulting Engineers					
BAXTER&W					
219744	1/22/2021	27,615.38	0.00	02/16/2021	
212-000-511-5320 Consulting					2021 Infrastructure Improvement Project
	219744 Total:	27,615.38			
	Baxter & Woodman Consu	27,615.38			
Cassidy Tire					
CASSIDYT					
108000196	1/15/2021	95.00	0.00	02/16/2021	
101-300-512-5480 R&M - vehicles					Alignment for Squad #21
	108000196 Total:	95.00			
	Cassidy Tire Total:	95.00			
City of Evanston					
CITYOF					
510.12155	2/3/2021	39,852.25	0.00	02/16/2021	
660-620-519-5790 Water purchases					Water usage/ 1/1/21-1/31/21
	510.12155 Total:	39,852.25			
	City of Evanston Total:	39,852.25			
Douglas Truck Parts					
DOUGTK					
76241	1/22/2021	270.00	0.00	02/16/2021	
101-410-511-5730 Program supplies					Gloves for Shop, fluid for PW Vehicles
76241	1/22/2021	61.66	0.00	02/16/2021	
101-440-513-5675 Lubricants & fluids					Gloves for Shop, fluid for PW Vehicles
76241	1/22/2021	61.67	0.00	02/16/2021	
660-620-519-5675 Lubricants & fluids					Gloves for Shop, fluid for PW Vehicles

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
76241	1/22/2021	61.67	0.00	02/16/2021
205-430-515-5675	Lubricants & fluids			Gloves for Shop, fluid for PW Vehicles
	76241 Total:	455.00		
	Douglas Truck Parts Total:	455.00		
Ex, Caren				
EXC				
006210-000	2/2/2021	114.65	0.00	02/16/2021
660-000-110-1230	Water customer receivables			Water overpayment
	006210-000 Total:	114.65		
	Ex, Caren Total:	114.65		
Fastenal				
FASTENAL				
ILNIL66912	1/14/2021	15.68	0.00	02/16/2021
101-440-513-5480	R&M - vehicles			Bolts for stump grinder
	ILNIL66912 Total:	15.68		
	Fastenal Total:	15.68		
Fireground Supply, Inc.				
FIREGROU				
12796	1/27/2021	510.10	0.00	02/16/2021
101-350-512-5665	Firefighting supplies			Jacket and pants
	12796 Total:	510.10		
	Fireground Supply, Inc. To	510.10		

Gasaway Distributors, Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
GASAWAY				
1060257	1/20/2021	2,623.00	0.00	02/16/2021
101-440-513-5766	Street materials - salt & sand			4300 Gallons of salt brine plus
	1060257 Total:	2,623.00		
	Gasaway Distributors, Inc.	2,623.00		
Intern't'l Ass'n of Police Chiefs				
INTLASSO				
0139642	1/8/2021	190.00	0.00	02/16/2021
101-300-512-5570	Professional associations			Membership renewal
	0139642 Total:	190.00		
	Intern't'l Ass'n of Police Ch	190.00		
Johnstone Supply				
JOHNSTON				
N0254837	11/30/2020	27.50	0.00	02/16/2021
101-420-511-5405	R&M - buildings			Switch pressure
	N0254837 Total:	27.50		
	Johnstone Supply Total:	27.50		
Kim, Patricia				
KIMP				
2019MUTR	2/3/2021	32.03	0.00	02/16/2021
101-000-410-4050	Utility tax - electric			2019 Utility Tax Rebate
2019MUTR	2/3/2021	29.71	0.00	02/16/2021
101-000-410-4055	Utility tax - natural gas			2019 Utility Tax Rebate
2019MUTR	2/3/2021	2.76	0.00	02/16/2021
101-000-410-4060	Telecommunications tax			2019 Utility Tax Rebate
	2019MUTR Total:	64.50		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	Kim, Patricia Total:	64.50			
Lawson Products Inc					
LAWSNPRO					
9308158168	1/20/2021	269.16	0.00	02/16/2021	
101-410-511-5730	Program supplies				Tape, washer, lock nut, wiper blade
	9308158168 Total:	269.16			
	Lawson Products Inc Total	269.16			
Lowe's Business Acc/GECE					
LOWES					
1957	1/27/2021	-27.23	0.00	02/16/2021	
205-560-515-5405	R&M - buildings				Aquatic Dept return
	1957 Total:	-27.23			
1980	1/28/2021	7.20	0.00	02/16/2021	
660-620-519-5730	Program supplies				Hardware for Standpipe
	1980 Total:	7.20			
2006	1/13/2021	18.93	0.00	02/16/2021	
101-420-511-5730	Program supplies				Febreeze for PW
	2006 Total:	18.93			
2015	1/13/2021	9.96	0.00	02/16/2021	
101-410-511-5730	Program supplies				Key copies for Police Dept
	2015 Total:	9.96			
2019	1/13/2021	28.40	0.00	02/16/2021	
101-420-511-5730	Program supplies				Rustoleum for PW
	2019 Total:	28.40			
2040	1/14/2021	54.96	0.00	02/16/2021	



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
101-420-511-5745 Small Tools					Compressor hose for Buildings
2040 Total:		54.96			
2060	1/14/2021	828.65	0.00	02/16/2021	Small tools for Water Division
660-620-519-5745 Small tools					
2060 Total:		828.65			
2275	1/18/2021	27.87	0.00	02/16/2021	Power sign for Forestry Garage
101-440-513-5730 Program supplies					
2275 Total:		27.87			
2283	1/18/2021	49.56	0.00	02/16/2021	Supplies for Forestry Garage Power Strip
101-440-513-5730 Program supplies					
2283 Total:		49.56			
2322	1/19/2021	58.92	0.00	02/16/2021	Soap dispenser for PD Locker room
101-420-511-5730 Program supplies					
2322 Total:		58.92			
2331	1/19/2021	194.74	0.00	02/16/2021	Painting supplies for FD
101-420-511-5405 R&M - buildings					
2331 Total:		194.74			
2496	1/21/2021	8.46	0.00	02/16/2021	No Smoking Sign
101-420-511-5405 R&M - buildings					
2496 Total:		8.46			
2534	1/22/2021	229.75	0.00	02/16/2021	Hose and light bulbs
101-420-511-5405 R&M - buildings					
2534 Total:		229.75			
2544	1/22/2021	30.99	0.00	02/16/2021	Exit sign for PW
101-420-511-5405 R&M - buildings					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	2544 Total:	30.99			
2549	1/22/2021	19.68	0.00	02/16/2021	Fire extinguisher signs for PW
101-420-511-5405 R&M - buildings					
	2549 Total:	19.68			
2700	1/25/2021	52.95	0.00	02/16/2021	Drill bits and attachments
101-420-511-5730 Program supplies					
	2700 Total:	52.95			
2703	1/25/2021	115.18	0.00	02/16/2021	Lumber, screws and anchors for Salt Dome
101-420-511-5405 R&M - buildings					
	2703 Total:	115.18			
2884	1/29/2021	3.58	0.00	02/16/2021	Hardware for Standpipe
660-620-519-5730 Program supplies					
	2884 Total:	3.58			
2895	1/28/2021	1.86	0.00	02/16/2021	Hardware for Standpipe
660-620-519-5730 Program supplies					
	2895 Total:	1.86			
2907	1/12/2021	11.86	0.00	02/16/2021	Anchors for phone installation
101-420-511-5730 Program supplies					
	2907 Total:	11.86			
2975	1/13/2021	71.15	0.00	02/16/2021	Containers for Water Testing samples
660-620-519-5730 Program supplies					
	2975 Total:	71.15			
2989	1/13/2021	66.49	0.00	02/16/2021	Electrical cord for PW
101-420-511-5730 Program supplies					
	2989 Total:	66.49			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
		1,863.91			
	Lowe's Business Acc/GEC				
McKenna Automotive MCKENNA					
20421	1/15/2021	14.60	0.00	02/16/2021	
101-440-513-5480 R&M - vehicles					Hydraulic fittings for Truck 26
	20421 Total:	14.60			
	McKenna Automotive Tota	14.60			
Mid American Water of Wauconda, Inc. MIDAMER					
236292W	12/29/2020	1,440.00	0.00	02/16/2021	
660-620-519-5796 Water system repair parts					Copper water line
	236292W Total:	1,440.00			
	Mid American Water of Wa	1,440.00			
Midwest Meter Inc MIDWESTM					
0128424-IN	1/18/2021	597.25	0.00	02/16/2021	
660-620-519-5796 Water system repair parts					Meter cover lids
	0128424-IN Total:	597.25			
	Midwest Meter Inc Total:	597.25			
Romanoff, Yehuda ROMANOFF					
BLD20-00407	1/1/1850	3,000.00	0.00	02/16/2021	
101-000-210-2620 Contractor bonds payable					Site Management Deposit

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description

	BLD20-00407 Total:	3,000.00		
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	Romanoff, Yehuda Total:	3,000.00		
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Younan, Mr. & Mrs				
YOUNANMR				
006115-000	2/2/2021	2,063.61	0.00	02/16/2021
660-000-110-1230	Water customer receivables			Water overpayment

	006115-000 Total:	2,063.61		
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	Younan, Mr. & Mrs Total:	2,063.61		
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	Report Total:	95,490.77		
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# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 02/09/2021 - 3:38PM  
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Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
Amazon				
AMAZON				
444495468836	1/2/2021	46.70	0.00	02/16/2021
660-620-519-5730 Program supplies				3 Hole punch
444495468836 Total:		46.70		
446948788583	12/21/2020	21.78	0.00	02/16/2021
101-350-512-5799 Other materials & supplies				Garbage bags
446948788583 Total:		21.78		
458875569745	1/6/2021	287.12	0.00	02/16/2021
101-300-512-5640 Computer supplies				Toner
458875569745	1/6/2021	51.98	0.00	02/16/2021
101-300-512-5700 Office supplies				Envelopes/Discs
458875569745 Total:		339.10		
466856345885	12/11/2020	33.46	0.00	02/16/2021
101-350-512-5799 Other materials & supplies				Adapter
466856345885 Total:		33.46		
468374955955	12/9/2020	17.98	0.00	02/16/2021
101-250-511-5640 Computer supplies				Cables
468374955955 Total:		17.98		
468569439385	12/30/2020	11.88	0.00	02/16/2021
101-350-512-5700 Office supplies				Push pins

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	468569439385 Total:	11.88		
639454993499	12/21/2020	11.49	0.00	02/16/2021
101-350-512-5700	Office supplies			Vinyl letters
	639454993499 Total:	11.49		
643838875946	1/6/2021	81.20	0.00	02/16/2021
101-210-511-5731	Covid 19 Expenses			Covid Purell
	643838875946 Total:	81.20		
663674435753	12/23/2020	267.99	0.00	02/16/2021
101-420-511-5405	R&M - buildings			Microwave
	663674435753 Total:	267.99		
667536955796	12/30/2020	21.80	0.00	02/16/2021
660-620-519-5730	Program supplies			Rubber stamp
	667536955796 Total:	21.80		
677366655846	12/9/2020	194.98	0.00	02/16/2021
101-350-512-5700	Office supplies			Shredder
	677366655846 Total:	194.98		
764439493595	12/16/2020	86.03	0.00	02/16/2021
101-400-511-5730	Program supplies			Toner
	764439493595 Total:	86.03		
865994665569	1/4/2021	100.89	0.00	02/16/2021
101-350-512-5700	Office supplies			Toner
	865994665569 Total:	100.89		
938357986996	12/15/2020	14.48	0.00	02/16/2021
101-400-511-5730	Program supplies			Cables
	938357986996 Total:	14.48		

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
	Amazon Total:	1,249.76		
ASCAP				
ASCAP				
1122021	1/12/2021	365.26	0.00	02/16/2021
205-500-515-5599	Other contractual			Annual Licensing Fee
	1122021 Total:	365.26		
	ASCAP Total:	365.26		
Classic Design Awards				
CLASSICD				
210098	2/3/2021	31.00	0.00	02/16/2021
101-100-511-5799	Other materials & supplies			Name plate/Finance Dept
	210098 Total:	31.00		
	Classic Design Awards Tot	31.00		
Evanston Funeral & Cremation				
EVANSFUN				
132	1/1/2021	375.00	0.00	02/16/2021
101-300-512-5599	Other contractual			Death investigation/body removal
	132 Total:	375.00		
	Evanston Funeral & Crema	375.00		
Great Lakes Coca Cola Distribution				
GREATLAC				
719211281	1/28/2021	305.76	0.00	02/16/2021
101-210-511-5700	Office supplies			Pop for PW Pop machine

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
	719211281 Total:	305.76			
	Great Lakes Coca Cola Dis	305.76			
IRMA					
IRMA					
1012021	1/1/2021	384,420.00	0.00	02/16/2021	
	101-210-511-5260 Liability insurance				Annual insurance cost
1012021	1/1/2021	-88,417.00	0.00	02/16/2021	
	101-000-210-2649 Other deposits payable				Less: Deductible credit
1012021	1/1/2021	-295,003.00	0.00	02/16/2021	
	101-000-110-1295 IRMA Member Surplus				Less: Excess credit reserve
	1012021 Total:	1,000.00			
	IRMA Total:	1,000.00			
Meade Electric Company Inc					
MEADELEC					
695395	1/27/2021	1,717.10	0.00	02/16/2021	
	101-440-513-5290 Street lights & traffic signal				Repairs to Street light
	695395 Total:	1,717.10			
	Meade Electric Company I	1,717.10			
NAPA					
NAPA					
2812-421450	1/15/2021	39.79	0.00	02/16/2021	
	101-440-513-5480 R&M - vehicles				Fuel fittings for Sweeper
	2812-421450 Total:	39.79			
	NAPA Total:	39.79			



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
Overhead Door Co. OVERHEAD					
355616	12/29/2020	766.78	0.00	02/16/2021	
101-420-511-5405 R&M - buildings					Repairs to gate at Police Dept
		<hr/>			
355616 Total:		766.78			
355848	1/22/2021	338.69	0.00	02/16/2021	
101-420-511-5405 R&M - buildings					Service to Electric operator at Door 8
		<hr/>			
355848 Total:		338.69			
		<hr/>			
Overhead Door Co. Total:		1,105.47			
Rite Lock & Safe RITELOCK					
566750	1/13/2021	200.00	0.00	02/16/2021	
101-300-512-5480 R&M - vehicles					Four cylinders for squad
		<hr/>			
566750 Total:		200.00			
566793	1/19/2021	13.50	0.00	02/16/2021	
101-440-513-5480 R&M - vehicles					Key for Truck
		<hr/>			
566793 Total:		13.50			
		<hr/>			
Rite Lock & Safe Total:		213.50			
Sauber Mfg. Com SAUBER					
PSI215972	1/22/2021	84.07	0.00	02/16/2021	
101-440-513-5480 R&M - vehicles					Mechanical inclinometer
		<hr/>			
PSI215972 Total:		84.07			
		<hr/>			
Sauber Mfg. Com Total:		84.07			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
TransUnion Risk and Alternative					
TRANSUN					
556811020121	2/1/2021	88.90	0.00	02/16/2021	Online inverstigative database
101-300-512-5399	Other professional services				
	556811020121 Total:	88.90			
	TransUnion Risk and Alter	88.90			
Victor Insurance Managers, Inc.					
VICTOR					
SI922577	1/28/2021	4,143.00	0.00	02/16/2021	MWRD Pollution Insurance
101-210-511-5260	Liability insurance				
	SI922577 Total:	4,143.00			
	Victor Insurance Managers	4,143.00			
Woodward Printing Services					
WOODWARD					
5729011	1/23/2021	2,354.66	0.00	02/16/2021	Printing Connection Newsletter/Jan Feb 2021
101-100-511-5565	Village Newsletter				
	5729011 Total:	2,354.66			
	Woodward Printing Service	2,354.66			
	Report Total:	13,073.27			

# Accounts Payable

## To Be Paid Proof List

User: jmazzeffi  
Printed: 02/09/2021 - 3:38PM  
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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
American Association of Notaries					
AMERASSN					
20521	2/5/2021	58.90	0.00	02/16/2021	
101-210-511-5570	Professional associations				Notary Application/Finance Account Clerk
20521 Total:		58.90			
American Association of N		58.90			
Blue Cross and Blue Shield of IL					
BLUECRBL					
9732	1/16/2021	1,852.28	0.00	02/16/2021	
102-000-210-2027	Health insurance premium with				Employee Health Insurance/PPO
9732 Total:		1,852.28			
Blue Cross and Blue Shield		1,852.28			
Chicago Tribune					
CHGOTRIB					
6829060	12/3/2020	2,470.62	0.00	02/16/2021	
101-240-517-5510	Advertising				Classified listings
6829060 Total:		2,470.62			
683706	12/17/2020	108.31	0.00	02/16/2021	
101-240-517-5510	Advertising				Classified listings

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Description
Account Number					
	683706 Total:	108.31			
6843633	12/31/2020	93.74	0.00	02/16/2021	Classified listings
101-240-517-5510 Advertising					
	6843633 Total:	93.74			
	Chicago Tribune Total:	2,672.67			
Dell Marketing, L.P					
DELLMARK					
10456240111	1/13/2021	2,880.06	0.00	02/16/2021	Optiplex computers
660-620-519-5320 Consulting					
	10456240111 Total:	2,880.06			
	Dell Marketing, L.P Total:	2,880.06			
Delta Dental					
DELTA					
1421257	2/1/2021	23.38	0.00	02/16/2021	Dental/North Suburban
102-000-210-2028 Dental insurance premium with					
	1421257 Total:	23.38			
1422903	2/1/2021	3,913.16	0.00	02/16/2021	Dental/North Suburban
102-000-210-2028 Dental insurance premium with					
	1422903 Total:	3,913.16			
1422919	2/1/2021	692.56	0.00	02/16/2021	Dental/North Suburban
102-000-210-2028 Dental insurance premium with					
	1422919 Total:	692.56			
	Delta Dental Total:	4,629.10			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
First Advantage FIRSTAD 945944	12/31/2020	32.51	0.00	02/16/2021	Drug screening
101-200-511-5599 Other contractual					
945944 Total:		32.51			
First Advantage Total:		32.51			
GovHR Usa GOVHR 1-02-21-036	2/3/2021	3,500.00	0.00	02/16/2021	Finance Director Recruitment
101-200-511-5510 Advertising					
1-02-21-036 Total:		3,500.00			
GovHR Usa Total:		3,500.00			
GOVTEMPSUSA LLC GOVTEMP 3659927	1/14/2021	2,331.00	0.00	02/16/2021	Temporary Assistance for PW
101-400-511-5020 Wages - full time salaried					
3659927 Total:		2,331.00			
3667948	1/28/2021	2,604.00	0.00	02/16/2021	Temporary Assistance for PW
101-400-511-5020 Wages - full time salaried					
3667948	1/28/2021	2,394.00	0.00	02/16/2021	Temporary Assistance for PW
101-400-511-5020 Wages - full time salaried					
3667948	1/28/2021	1,601.25	0.00	02/16/2021	Temporary Assistance for Finance
101-210-511-5025 Wages - full time hourly					
3667948 Total:		6,599.25			
GOVTEMPSUSA LLC To		8,930.25			

Health Endeavors

Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
HEALTHEN				
7735	7/13/2020	475.00	0.00	02/16/2021
101-200-511-5599 Other contractual				Annual Hearing screenings
	7735 Total:	475.00		
	Health Endeavors Total:	475.00		
iSolved HCM				
ISOLVED				
91939625	2/9/2021	83.44	0.00	02/16/2021
101-400-511-5440 R&M - office equipment				Monthly time clock maintenance
91939625	2/9/2021	41.72	0.00	02/16/2021
205-530-515-5730 Program supplies				Monthly time clock maintenance
91939625	2/9/2021	26.82	0.00	02/16/2021
205-508-515-5035 Wages - seasonal hourly				Monthly time clock maintenance
	91939625 Total:	151.98		
	iSolved HCM Total:	151.98		
Madison National Life				
MADISON				
1427486	2/1/2021	108.09	0.00	02/16/2021
101-200-511-5150 Insurance - group life & AD&D				Life Insurance/February
1427486	2/1/2021	37.59	0.00	02/16/2021
101-210-511-5150 Insurance - group life & AD&D				Life Insurance/February
1427486	2/1/2021	438.72	0.00	02/16/2021
101-300-512-5150 Insurance - group life & AD&D				Life Insurance/February
1427486	2/1/2021	18.52	0.00	02/16/2021
101-350-512-5150 Insurance - group life & AD&D				Life Insurance/February
1427486	2/1/2021	28.06	0.00	02/16/2021
101-400-511-5150 Insurance - group life & AD&D				Life Insurance/February
1427486	2/1/2021	30.49	0.00	02/16/2021
101-410-511-5150 Insurance - group life & AD&D				Life Insurance/February
1427486	2/1/2021	54.80	0.00	02/16/2021
205-430-515-5150 Insurance - group life & AD&D				Life Insurance/February

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
1427486	2/1/2021	97.26	0.00	02/16/2021	
205-500-515-5150					Insurance - group life & AD&D
1427486	2/1/2021	1.69	0.00	02/16/2021	
660-620-519-5150					Insurance - group life & AD&D
	1427486 Total:	815.22			
	Madison National Life Tot	815.22			
MGP, Inc.					
MGPINC					
5682	1/31/2021	920.98	0.00	02/16/2021	
101-250-511-5599					Other contractual
5682	1/31/2021	920.98	0.00	02/16/2021	
101-000-210-2650					Contractor Permits Payable
5682	1/31/2021	1,841.96	0.00	02/16/2021	
660-620-519-5599					Other contractual
	5682 Total:	3,683.92			
	MGP, Inc. Total:	3,683.92			
North Suburban Employee Benefit					
NSEBENEF					
1Jan2021	2/1/2021	128,555.56	0.00	02/16/2021	
102-000-210-2027					Health insurance premium with
	1Jan2021 Total:	128,555.56			
	North Suburban Employee	128,555.56			
OSA Integrated Solutions, LLC					
OSAINTEG					
5383	2/1/2021	375.00	0.00	02/16/2021	
101-200-511-5599					Other contractual
5383	2/1/2021	60.00	0.00	02/16/2021	
					Troubleshooting Rack computers

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	
Account Number					Description
101-200-511-5599 Other contractual 5383	2/1/2021	125.00	0.00	02/16/2021	Travel
101-200-511-5599 Other contractual					Remote support for projection
	5383 Total:	<u>560.00</u>			
	OSA Integrated Solutions,	<u>560.00</u>			
Quadient Finance USA, Inc. QUADIENT QUAD02012021	2/1/2021	1.00	0.00	02/16/2021	
101-210-511-5720 Postage QUAD02012021	2/1/2021	181.98	0.00	02/16/2021	Quadient postage/mailing machine/January
101-210-511-5720 Postage QUAD02012021	2/1/2021	177.18	0.00	02/16/2021	Quadient postage/mailing machine/January
101-210-511-5720 Postage QUAD02012021	2/1/2021	114.64	0.00	02/16/2021	Quadient postage/mailing machine/January
101-210-511-5720 Postage QUAD02012021	2/1/2021	1.02	0.00	02/16/2021	Quadient postage/mailing machine/January
205-500-515-5720 Postage QUAD02012021	2/1/2021	4.00	0.00	02/16/2021	Quadient postage/mailing machine/January
101-210-511-5720 Postage QUAD02012021	2/1/2021	6.90	0.00	02/16/2021	Quadient postage/mailing machine/January
101-210-511-5720 Postage QUAD02012021	2/1/2021	1,081.42	0.00	02/16/2021	Quadient postage/mailing machine/January
660-610-519-5720 Postage					Quadient postage/mailing machine/January
	QUAD02012021 Total:	<u>1,568.14</u>			
	Quadient Finance USA, In	<u>1,568.14</u>			
RCN Telecom Services of Illinois, LLC RCNTEL 95419501	1/19/2021	9.41	0.00	02/16/2021	
101-250-511-5580 Telephone					Phone system
	95419501 Total:	<u>9.41</u>			



Invoice Number	Invoice Date	Amount	Quantity	Payment Date
Account Number				Description
96005101	1/19/2021	65.80	0.00	02/16/2021
101-250-511-5580 Telephone				Phone system
	96005101 Total:	65.80		
	RCN Telecom Services of I	75.21		
Tyler Technologies TYLERTE 2019-28997	12/31/2020	1,000.00	0.00	02/16/2021
101-250-511-6530 Equipment - data processing				Implementation Project Management
	2019-28997 Total:	1,000.00		
	Tyler Technologies Total:	1,000.00		
Village of Skokie VILLSKOK 54988	2/1/2021	71,077.33	0.00	02/16/2021
101-300-512-5398 911 combined comm. contract				February E911 Dispatch services
	54988 Total:	71,077.33		
	Village of Skokie Total:	71,077.33		
	Report Total:	232,518.13		

# Request For Board Action

**REFERRED TO BOARD:** February 16, 2021

**AGENDA ITEM NO: 1**

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** A Resolution Authorizing the Village to Continue and Approving an Intergovernmental Agreement Relating to Membership in the O'Hare Noise Compatibility Commission

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The O'Hare Noise Compatibility Commission (ONCC) is the only inter-governmental agency dedicated to reducing aircraft noise in the communities around O'Hare International Airport. It was established in 1996, following an invitation from the City of Chicago to suburban mayors to begin constructive dialogues on aircraft noise issues.

On September 16, 2015, the Village President and Board of Trustees adopted a resolution authorizing the Village to join the ONCC and authorized the Village Manager to execute an Intergovernmental Agreement (IGA) on behalf of the Village. The IGA expired by its terms on December 31, 2020.

The resolution in consideration for the Village Board will continue the Village's membership in the ONCC as well as enter into a successor intergovernmental agreement with the other members of the Commission.

**FINANCIAL IMPACT:**

None

**VILLAGE ATTORNEY REVIEW:**

The Village Attorney reviewed the attached Intergovernmental Agreement and drafted the attached Resolution.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Proposed Intergovernmental Agreement

**RECOMMENDED MOTION:**

**Move to approve** a Resolution authorizing the Village to continue and approving an Intergovernmental Agreement relating to membership in the O'Hare Noise Compatibility Commission.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2021-\_\_\_\_\_

**A RESOLUTION AUTHORIZING THE VILLAGE TO CONTINUE  
AND APPROVING AN INTERGOVERNMENTAL AGREEMENT RELATING TO  
MEMBERSHIP IN THE O’HARE NOISE COMPATIBILITY COMMISSION**

WHEREAS, the O’Hare Noise Compatibility Commission (“*Commission*”) was established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, pursuant to an intergovernmental agreement (“*Intergovernmental Agreement*”) by and between certain municipalities, school districts, representatives of unincorporated areas, and representatives of certain City of Chicago wards located within a geographic area adjacent to O’Hare International Airport defined in the Intergovernmental Agreement (“*Commission Area*”); and

WHEREAS, the purpose of the Commission is to address concerns regarding noise generated by the operation of O’Hare International Airport by: (i) developing and implementing “Noise Compatibility Projects” and “Noise Compatibility Programs” within the Commission Area; (ii) overseeing a noise monitoring system; and (iii) advising the City of Chicago regarding issues related to noise generated by O’Hare International Airport; and

WHEREAS, on September 16, 2015, the Village President and Board of Trustees adopted Resolution No. R2015-1871, authorizing the Village to join the Commission and approving and authorizing the Village Manager to execute the Intergovernmental Agreement on behalf of the Village; and

WHEREAS, the Intergovernmental Agreement expired by its terms on December 31, 2020; and

WHEREAS, in order to continue its membership in the Commission, the Village must enter into a successor intergovernmental agreement with the other members of the Commission (“*Successor Agreement*”); and

WHEREAS, the Village President and Board of Trustees have determined that continuing the Village’s membership in the Commission and entering into the Successor Agreement with the other members of the Commission will serve and be in the best interest of the Village;

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

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

SECTION 2. APPROVAL OF CONTINUED COMMISSION MEMBERSHIP. The Village's continued membership in the Commission is hereby approved.

SECTION 3. APPROVAL OF SUCCESSOR AGREEMENT. The Successor Agreement between and among the Village and the members of the Commission is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the Village Manager and the Village Attorney.

SECTION 4. EXECUTION OF SUCCESSOR AGREEMENT. The Village Manager and Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Successor Agreement and all documentation related thereto.

SECTION 5. EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval as provided by law.

PASSED this \_\_\_ day of \_\_\_\_\_, 2021.

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

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

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

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

APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTESTED and FILED in my office this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021

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

**Exhibit A**  
**Successor Agreement**

## **INTERGOVERNMENTAL AGREEMENT RELATING TO THE O'HARE NOISE COMPATIBILITY COMMISSION**

This agreement, effective January 1, 2021, succeeds the previous agreement that was approved by the Chicago City Council and which went into effect on January 1, 2016, which expires under its own terms on December 31, 2020. It is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970, by and through the Chicago Department of Aviation, and the undersigned Members, organized under the laws of the State of Illinois. In consideration of the mutual agreements contained in this Agreement, the City of Chicago and each Member agree as follows:

### **Section 1. Establishment of O'Hare Commission; Purposes.**

The O'Hare Noise Compatibility Commission ("O'Hare Commission") is hereby established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act. The purposes of the Commission are to: (a) determine certain Noise Compatibility Projects and Noise Compatibility Programs to be implemented in the O'Hare Commission Area; (b) oversee an effective and impartial noise monitoring system; (c) advise the City concerning O'Hare-related noise issues; and (d) provide a forum for direct citizen engagement.

### **Section 2. Definitions.**

Whenever used in this Agreement, the following terms shall have the following meanings:

*"Advisory Member"* means an authorized representative of the Archdiocese of Chicago, the Diocese of Joliet, or any other non-governmental elementary and secondary school located in the O'Hare Commission Area who shall serve as a special advisory Member of the O'Hare Commission as provided in Section 3.D. of this Agreement, but who shall have no voting powers on the O'Hare Commission and shall not be parties to the Agreement.

*"Alternate"* means a Designee's substitute.

*"Chicago TRACON Boundary"* means the area depicted in Appendix B.

*"City"* means the City of Chicago. The Commissioner of Aviation or his or her Alternate (or any successor thereto) shall have the sole authority to undertake the City of Chicago's obligations and responsibilities under this Agreement, and the City shall act by and through the Commissioner of Aviation or his or her Alternate (or any successor thereto) for purposes of this Agreement, except as otherwise set forth in this Agreement.

*"Designee"* means a Member's chief elected officer for a municipality other than the City, the Commissioner of Aviation for the City, chief elected officer for a county, or the superintendent or chief executive for a school district.

“*FAA*” means the Federal Aviation Administration or any successor agency.

“*Member*” means, at any time, each city, village, public school district, or county located in the O’Hare Commission Area that has executed a counterpart of this Agreement on the basis set forth in this Agreement, other than the City. In addition, “*Member*” shall include Wards 36, 38, 39, 40, 41, and 45 of the City of Chicago (“*Chicago Ward Members*”) as set forth in Section 3.B.(iii) of this Agreement, who shall be eligible to participate as individual Members on the O’Hare Commission upon approval and execution of this Agreement by the City.

“*Noise Compatibility Programs*” means programs, including but not limited to the Residential Sound Insulation Program and the School Sound Insulation Program, which address aircraft noise concerns in the O’Hare Commission Area as determined by the O’Hare Commission in cooperation with the City.

“*Noise Compatibility Projects*” means the noise compatibility projects (including administrative costs) in the O’Hare Commission Area which are eligible for funding based on FAA regulations and grant assurances, which have been identified as eligible for participation in Noise Compatibility Programs as determined by the O’Hare Commission in cooperation with the City based on criteria adopted by the O’Hare Commission, and for which there is available funding. Noise Compatibility Projects include, but are not limited to, the sound insulation of homes and schools and/or providing the funding for such sound insulation to be implemented. Participation in a Noise Compatibility Program or receipt of a Noise Compatibility Project shall be voluntary on the part of the relevant property owner.

“*O’Hare*” means Chicago O’Hare International Airport.

“*O’Hare Commission Area*” means the Illinois area within the Chicago TRACON Boundary with an interest in O’Hare-related aircraft noise issues, which area includes but is not limited to the following municipalities, counties (which shall represent their respective residents in unincorporated areas), and public school districts: (i) the City of Chicago, Addison, Arlington Heights, Bartlett, Bensenville, Bloomingdale, Des Plaines, Downers Grove, Elmhurst, Elmwood Park, Franklin Park, Glenview, Hanover Park, Harwood Heights, Hoffman Estates, Itasca, Lincolnwood, Maywood, Melrose Park, Mount Prospect, Niles, Norridge, Northlake, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, St. Charles, Stone Park, Wayne, and Wood Dale; (ii) Cook County and DuPage County; and (iii) School Districts 2, 7, 48, 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 100, 205, 207, 214, 234, 299, and 401. Municipalities, counties, and public school districts may be added to the O’Hare Commission Area as provided in Section 7.G.

“*Part 150 Plan*” means a noise abatement and land use compatibility plan developed pursuant to 14 CFR Part 150, or any successor provision.

“*Residential Sound Insulation Program*” means the program determined by the O’Hare Commission in cooperation with the City to provide sound insulation to homes in the O’Hare Commission Area that are affected by O’Hare-related aircraft noise, and that are eligible for sound

insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

*"School Sound Insulation Program"* means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation to schools in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

*"TRACON"* means Terminal Radar Approach Control facility.

### **Section 3. Composition and Organization.**

A. In order for a person to participate as a Designee, the city, village, public school district, or county represented by such person must have approved and executed a counterpart of this Agreement by February 28, 2021, or pursuant to Section 7.G. of this Agreement, except that the Chicago Ward Members shall be eligible to participate as individual Members of the O'Hare Commission upon approval and execution of this Agreement by the City.

B. The O'Hare Commission shall consist of the (i) chief elected officer or other Alternate of each of the municipalities and counties in the O'Hare Commission Area, except that the Commissioner of Aviation, or his or her Alternate, shall represent the City in an *ex officio* capacity; (ii) the superintendent, or chief executive, or other Alternate of each public school district serving any portion of the O'Hare Commission Area; and (iii) Chicago Ward Designees, who shall be appointed by the Mayor of the City of Chicago. An individual may serve as a Designee or an Alternate for only one Member, except that Chicago Ward Designees shall not have an Alternate.

C. The O'Hare Commission Area includes municipalities, counties, Chicago wards, and public school districts with an interest in O'Hare-related noise issues, and a principal purpose of this Agreement is to provide a forum for those municipalities, counties, Chicago wards, and public school districts to work together with the City on a cooperative basis in addressing these issues.

D. The Archdiocese of Chicago, the Diocese of Joliet, and other non-governmental elementary and secondary schools located in the O'Hare Commission Area may serve as special Advisory Members of the O'Hare Commission. Advisory Members may participate fully in the deliberations of the O'Hare Commission, but shall have no voting powers and shall not be parties to this Agreement.

E. The O'Hare Commission's Executive Committee shall be comprised of a Chair, Vice Chair, Executive Director, and any other officers that it deems necessary. The O'Hare Commission shall elect annually from its Designees or Alternates a Chair and a Vice Chair and any other officers that it deems necessary. The O'Hare Commission shall appoint, retain, and employ an Executive Director and such other staff, professional advisors, and consultants as may



be needed to carry out its powers and duties. The appointment of the Executive Director must be approved by a simple majority of the Members of the O'Hare Commission.

F. Unless otherwise specified in the bylaws, a majority of the Members of the O'Hare Commission in good standing shall constitute a quorum for the transaction of business. Except as provided for in Section 7.H., a concurrence of a simple majority of the quorum shall be necessary for the approval of any action by the O'Hare Commission. The O'Hare Commission shall establish a schedule of regular meetings in accordance with its bylaws ("Regular Meetings"), and special meetings may be called by the City or any five Members of the O'Hare Commission upon at least seven days' written notice to the City, each Member, and each Advisory Member.

#### **Section 4. O'Hare Commission Powers and Duties.**

A. The O'Hare Commission shall have the following duties and powers:

(1) The O'Hare Commission shall determine certain Noise Compatibility Programs and Noise Compatibility Projects to be implemented in the O'Hare Commission Area in cooperation with the City as set forth in Appendix A, and shall establish criteria for participation in such Noise Compatibility Programs and for determining the priorities for providing such Noise Compatibility Projects.

(2) The O'Hare Commission may make recommendations to the City regarding noise reduction programs at O'Hare including, but not limited to, the use of new technologies and flight patterns, preferential runway usage, the implementation of sound insulation programs, the use of ground run-up enclosures, and the implementation of FAA standard noise abatement, take-off, and high altitude approach procedures. No such recommendations shall be submitted to the FAA or implemented by the City without the prior approval of the O'Hare Commission. The O'Hare Commission also shall cooperate with the City in seeking agreements with the airlines using O'Hare and the FAA, as appropriate, with respect to aircraft noise mitigation and related matters.

(3) The O'Hare Commission may advise the City concerning any Part 150 Plan concerning O'Hare. The City shall not submit any such plan or any subsequent revision proposed by the City to the FAA without allowing the O'Hare Commission 60 days to review it and submit written recommendations to the City for consideration.

(4) The O'Hare Commission may request and, except as set forth below, the City shall provide full access to all publicly available documents relating to: (i) any O'Hare noise monitoring, (ii) any O'Hare-related Noise Compatibility Project proposed or undertaken in whole or in part by the City, and (iii) any recommendations or submissions to the FAA by the City related to airport noise mitigation related to O'Hare. Such requests may not impose an undue burden upon the City or interfere with its operations. In such circumstances, the City shall extend to the O'Hare Commission an opportunity to confer with it in an attempt to reduce the request to manageable proportions.

(5) Neither the O'Hare Commission, nor any of its Members, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using FAA

flight data for O'Hare and/or Chicago Midway International Airport ("Data") in legal actions to enforce noise abatement policy or regulations without prior approval of the FAA, and shall not release such Data without notice to and consultation with the FAA. The O'Hare Commission and its Members, representatives, agents, employees, consultants, or professional advisors shall not release the Data for use by law enforcement agencies or for use in any civil litigation except as otherwise required by law. If the O'Hare Commission or any of its Members, representatives, agents, employees, consultants, or professional advisors are required by law to release such Data, they shall notify the FAA before doing so. This notification must be provided promptly after the O'Hare Commission or any of its Members, representatives, agents, employees, consultants, or professional advisors receives a request or requirement to release the Data, and prior to the release of the Data. The O'Hare Commission and its Members, representatives, agents, employees, consultants, or professional advisors shall not release Data if advised by the FAA that the Data contains any information deemed sensitive at the sole discretion of the FAA, unless required by law to release such Data.

(6) The O'Hare Commission shall adopt an annual expense budget for each fiscal year, which shall be consistent with the City of Chicago fiscal year. The O'Hare Commission's expense budget shall be adopted at least 30 days prior to the commencement of each such fiscal year. The O'Hare Commission's expense budget shall be funded by the City and any grants received pursuant to Section F of Appendix A of this Agreement, following the evaluation and approval by the City of the proposed budget request.

(7) The O'Hare Commission shall have the power to sue and be sued and to take any other action necessary to perform its powers under this Agreement. No funds received by the O'Hare Commission from the City shall be used for legal services or other costs in connection with any action by the O'Hare Commission against the City, its officers or employees, or any airline using O'Hare, except for enforcement of the provisions of this Agreement. The City will indemnify, defend, and hold harmless Members from any and all claims, costs, expenses, including attorney's fees, damages, judgments and court costs arising out of the Member's participation in the O'Hare Commission. Members shall promptly provide to the City copies of any notices Members may receive of any claims, actions, fines, proceedings or suits as may be given or filed in connection with the Member's participation in the O'Hare Commission.

(8) The O'Hare Commission shall undertake any procurement activities in accordance with this Agreement and pursuant to applicable law.

(9) The O'Hare Commission shall adopt bylaws for the conduct of its meetings consistent with the powers enumerated herein.

B. A record of proceedings and documents of the O'Hare Commission shall be maintained, which shall be available for inspection by the City, each Member, each Advisory Member, and the public as permitted by law. The accounts of the O'Hare Commission shall be subject to an annual audit by a qualified independent public accountant.

C. The powers and duties of the O'Hare Commission shall be limited to those expressly set forth in this Section and in Appendix A of this Agreement.

**Section 5. Term of Agreement.**

A. This Agreement shall be effective January 1, 2021, and shall terminate on December 31, 2025, unless otherwise terminated with the written consent of the City and two-thirds of the Members. The term of this Agreement may be extended upon the approval of the City and any Member which wishes to extend the term of the Agreement. If any Member defaults in any material respect in the performance of any of its duties or obligations under this Agreement, and such default continues for 30 days after the O'Hare Commission notifies the Member, the O'Hare Commission may terminate the defaulting Member's participation as a party to this Agreement. A material default by a Member shall include, but is not limited to, failure to comply with Section 6.

B. Any Member may withdraw as a Member of the O'Hare Commission at any time by providing 60 days advance written notice of its intent to withdraw to the City and the O'Hare Commission. Each such written notice shall be accompanied by a certified copy of a resolution or other official action of such Member's legislative body authorizing such withdrawal. Following its withdrawal from the O'Hare Commission, the Member shall cease to exercise any of its rights under this Agreement and to be responsible for any subsequent obligation incurred by the O'Hare Commission.

C. The City may terminate this Agreement at any time after January 1, 2021, upon 180 days prior written notice to each Member and each Advisory Member. Following the City's termination of this Agreement, the rights and obligations of each party to this Agreement shall terminate.

**Section 6. Attendance Policy**

A. Members' Designees or Alternates shall attend the majority of Regular Meetings in a calendar year. If a Members' Designee or Alternate misses three consecutive or the majority of Regular Meetings in a single calendar year, the Member will receive written notification from the Executive Director that it will be temporarily suspended from the O'Hare Commission for a period of one year, which shall begin on the date of the written notification.

B. Temporary suspension will involve the loss of membership and voting privileges for that one-year period from the date of the suspension. During the temporary suspension, suspended Members may attend meetings and participate in discussions as members of the public, but will not count as part of the voting quorum and will not be eligible to vote.

C. At any time during its one-year temporary suspension, a Member may appeal its temporary suspension by submitting a written request to the Executive Director due to a change in circumstances. Reinstatement of the Member shall be governed by the bylaws.

D. No later than 30 days following the end of the temporary suspension period, a Member may submit a written request to the Executive Director to be reinstated. Reinstatement of the Member shall be governed by the bylaws. If the Executive Director does not receive the

reinstatement request within 30 days after the end of the suspension period, then this Agreement shall be terminated between the City and the Member.

**Section 7. Miscellaneous.**

A. All notices hereunder shall be in writing and shall be given as follows:

If to the City, to:

Commissioner of Aviation  
Chicago Department of Aviation  
10510 W. Zemke Road  
Chicago, IL 60666

If to a Member, to the address set forth on the signature page of the counterpart of this Agreement executed by such Member, and, in the case of Chicago Ward Members, to such addresses and telephone numbers as they may provide to the O'Hare Commission. Members may provide an e-mail address for purposes of receiving notices.

All notices shall be effective upon receipt by U.S. mail or e-mail. Any Member may change the address or addresses for notices to be sent to it by giving notice to the O'Hare Commission.

B. No Member may assign its rights or obligations under this Agreement without the prior written consent of the City and the other Members.

C. The City shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by a Member or other municipality or county. A Member shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by the City, another Member, or another municipality or county. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Member shall be liable for any expenditures, indebtedness, or other financial obligations incurred by the O'Hare Commission unless the City or such Member has affirmatively agreed to incur such expenditure, indebtedness, or financial obligation. No Advisory Member shall be subject to any liabilities or obligations under this Agreement.

D. This Agreement and the bylaws authorized in Section 4.A.(9) constitutes the entire agreement of the parties with regard to the subject matter hereof. This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies. Appendix A and Appendix B are incorporated herein and made a part of this Agreement.

E. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each

party. Each counterpart may vary in order to identify the Member, its address for notices, and its execution by an authorized officer. The execution of counterparts of this Agreement by a municipality, public school district, or county located in the O'Hare Commission Area prior to February 28, 2021, shall not require the consent of the O'Hare Commission, the City, or any Member.

F. This Agreement shall be governed and construed in accordance with Illinois law.

G. Any municipality, public school district, or county located in the O'Hare Commission Area that does not become a Member prior to February 28, 2021, may thereafter become a Member upon: (i) the approval of the City and a majority of the O'Hare Commission as set forth in Section 3.E. of this Agreement; and (ii) execution of a counterpart of this Agreement.

H. The approval of the City and two-thirds of the Members shall be required to amend this Agreement. Notice of any proposed amendment shall be transmitted to each Member and each Advisory Member at least ten days prior to the meeting of the O'Hare Commission at which any proposed amendment is to be first considered. Any amendment shall be effective on all parties hereto when counterparts are executed by the City and two-thirds of the Members.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF CHICAGO**

By:

---

Commissioner  
Chicago Department of Aviation

\_\_\_\_\_ (Name of Member)

By:

\_\_\_\_\_  
Authorized Officer

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

### Implementation of Noise Compatibility Programs and Projects

In connection with the development and implementation of Noise Compatibility Programs and Noise Compatibility Projects in the O'Hare Commission Area, the City and the O'Hare Commission shall have the following duties and responsibilities:

A. The Members of the O'Hare Commission shall direct the further development of the Noise Compatibility Programs for the O'Hare Commission Area. The Members of the O'Hare Commission shall establish criteria for the equitable allocation of Noise Compatibility Projects and approved airport revenues (including by not limited to FAA Airport Improvement Program ("AIP") grants, Passenger Facility Charge ("PFC") funds, and General Airport Revenue Bonds, and/or bonds backed by such funding sources) within the O'Hare Commission Area and the priorities for providing Noise Compatibility Projects, subject in each case to approval by the FAA and in compliance with all applicable FAA regulations and grant assurances, as well as other applicable law, and subject to available funding.

B. The City shall retain all necessary powers to satisfy the assurances made to the FAA in connection with the expenditure of airport revenues, including eligibility for sound insulation and/or sound insulation funding that is paid by airport revenues. The City shall enter into all agreements and assurances and shall take all other actions that may be necessary to provide for the utilization of airport revenues on the basis set forth in this Appendix A. Each Member and municipality and county that receives Noise Compatibility Projects shall enter into all agreements and assurances, including agreements with and assurances to the City, shall execute any necessary certificates, records, and other documents, and shall take all other actions that may be necessary to obtain and maintain FAA approval for the use of the airport revenues as contemplated in this Appendix A. Neither the O'Hare Commission nor any Member shall take or omit to take any action if such action or omission violates restrictions on the use of airport revenues. The City shall not be obligated in any year to pay or utilize any amounts in excess of available airport revenues to carry out the purposes of this Appendix A.

C. The determination of eligibility to participate in a Noise Compatibility Program or receive a Noise Compatibility Project is not to be construed as an admission or determination of negative impact by aircraft noise or of liability for damages or any other injury relating to aircraft noise on the part of the City or the O'Hare Commission.

D. In the event they are determined to be eligible for participation in a Noise Compatibility Program, property owners in the O'Hare Commission Area shall not be required to pay any portion of the cost of any Noise Compatibility Project. Upon approval by the City and with the consent of the property owner, at its option the City may acquire homes that are subject to very high levels of aircraft noise.

E. Noise Compatibility Projects outside the City may be implemented through Members and other municipalities and counties located in the O'Hare Commission Area. A municipality and county may request that the City undertake a Noise Compatibility Project within



its corporate boundaries. Noise Compatibility Projects within the boundaries of the City shall be implemented by the City. The City may enter into agreements in connection with the planning and implementation of proposed Noise Compatibility Projects in the O'Hare Commission Area. The City shall provide administrative support and professional and technical assistance to the O'Hare Commission, each Member, and all other municipalities and counties located in the O'Hare Commission Area in connection with the operations of the O'Hare Commission and the planning and implementation of Noise Compatibility Projects. All procurement activities related to Noise Compatibility Projects shall be undertaken in accordance with applicable law.

F. The O'Hare Commission may receive grants from any source to be used for the purpose of discharging its duties and obligations in accordance with the provisions of this Appendix A, and also may make grants for such purposes. The O'Hare Commission may expend any such grants for purposes consistent with this Appendix A. The City and the O'Hare Commission shall each use its best efforts (including serving as the sponsor or applicant for federal grants) to obtain the maximum amount of federal funds in connection with any Noise Compatibility Projects, so as to maximize the availability and impact of the City's financial contribution to Noise Compatibility Projects in the O'Hare Commission Area.

G. The City shall install, operate, and maintain a permanent noise monitoring system ("System") at and around O'Hare. The purposes of the System include validation of the FAA-approved noise contour for O'Hare, assisting in determining the eligibility and priority of proposed Noise Compatibility Projects for schools, enhancing public understanding of aircraft noise issues, and monitoring trends in aircraft noise.

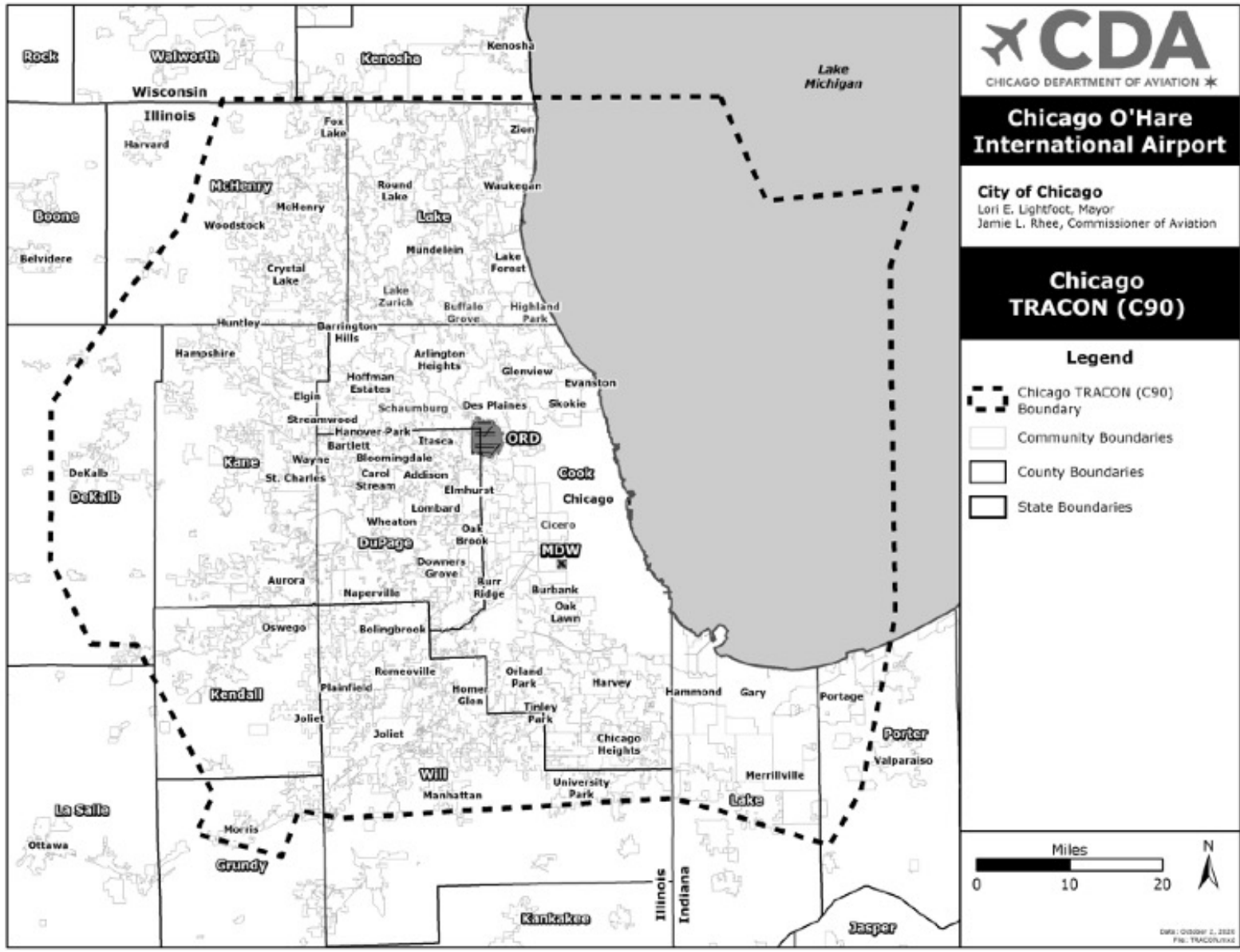
(1) The City may retain a third party vendor ("System Operator") selected by the City with the input of the O'Hare Commission to operate and maintain the System pursuant to an agreement between the City and the System Operator.

(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("System Expert") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will be responsible for independently verifying data and system operation through the review of all inputs and operational aspects of the System. All reports prepared by the System Expert shall be provided directly to the City and the O'Hare Commission. The activities and duties of the System Expert shall be consistent in all respects with the applicable requirements of the FAA. If the O'Hare Commission requests the City to retain and pay for such a System Expert, the amount that the City is obligated to pay the System Expert shall not exceed \$200,000 per year, adjusted annually for inflation.

(3) The System shall include a minimum of 36 monitoring sites in the O'Hare Commission Area, plus such number of additional permanent monitoring sites as may be agreed upon by the City and the O'Hare Commission.

(4) The data collected by the System shall be made available by the City to the O'Hare Commission and any Member that requests such data. The City shall provide reports to the O'Hare Commission and any Member based on the data collected by the System.

(5) Neither the O'Hare Commission, nor any of its Members, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using, information generated by the System in violation of Section 4.A.(5) of this Agreement.



# Request For Board Action

**REFERRED TO BOARD:** February 16, 2021

**AGENDA ITEM NO:** 2

**ORIGINATING DEPARTMENT:** Parks and Recreation

**SUBJECT:** Approval of a Resolution Approving a Restated and Amended Agreement with Freddie's Inc., of Chicago for Food Concessionaire Services

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

After conducting a Request for Proposal process, the Village entered into a contract with Freddie's Inc. in February of 2020 for the provision of concession services at the aquatic center for summer 2020. Due to the COVID-19 pandemic, the contract was suspended on June 16, 2020 to preserve the ability for the Village and Freddie's to work together in 2021. The Parks and Recreation Department is seeking approval of an amended and restated agreement for the provision of concession services with Freddie's Inc. in 2021, with the option to renew in 2022 and 2023, dependent upon mutual agreement of terms.

Two modifications have been made to the 2021 agreement. The first modification changes the season end date from Labor Day to the end of September. This modification will allow for Freddie's Inc. to sell concessions, if desired, during activities in September. The second modification was made to the concession fee. For the initial term of 2021, the annual fee will be \$1,500. The renewal term fee for future years will be \$3,000 per year, which was the annual fee agreed upon in the original contract. The reduction in the fee for 2021 is due to anticipated limitations on the number of patrons permitted at the pool and uncertainties surrounding potential sales due to the pandemic. In addition to the annual fee, the concessionaire will pay 5% of their monthly gross sales from the concession stand to the Village.

The Parks and Recreation Board reviewed the amended and restated agreement during the February 9, 2021 meeting. A commissioner inquired as to whether the concessionaire would be conducting background checks for employees. Since the meeting, it has been confirmed that background checks are required as part of the contract (Section 18, Page 8 of the agreement). The Parks and Recreation Board then voted to recommend the Village Board approve a resolution approving a rested and amended agreement with Freddie's, Inc., of Chicago for Food Concessions.

**FINANCIAL IMPACT:**

The agreement requires the concessionaire to pay a \$1,500 annual fee and 5% of commissions for FY 2020-2021.

**VILLAGE ATTORNEY REVIEW:**

The Village Attorney has drafted the attached Resolution.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution
2. Proposed Agreement
3. Draft Minutes of the February 9, 2021 Parks and Recreation Board Meeting

**RECOMMENDED MOTION:**

**Move to approve** a Resolution approving a restated and amended agreement with Freddies Inc., of Chicago for food concessionaire services.

VILLAGE OF LINCOLNWOOD

RESOLUTION NO. R2021-\_\_\_\_\_

**A RESOLUTION APPROVING A RESTATED AND AMENDED AGREEMENT  
WITH FREDDIES INC., OF CHICAGO, ILLINOIS,  
FOR FOOD CONCESSIONAIRE SERVICES**

WHEREAS, on February 21, 2020, the Village entered into a Concession Agreement with Freddie's Inc., of Chicago, Illinois ("**Freddie's**"), for the provision of food concession services at the Proesel Park Family Aquatic Center ("**Agreement**"); and

WHEREAS, the Village and Freddie's now desire to enter into an amended and restated Agreement for the provision of the food concession services in 2021, in light of the ongoing COVID-19 pandemic ("**Amended Agreement**")

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_ day of \_\_\_\_\_, 2021  
Beryl Herman, Village Clerk  
Village of Lincolnwood, Cook County, Illinois

**EXHIBIT A**  
**AMENDED AGREEMENT**



## AMENDED AND RESTATED CONCESSION AGREEMENT

This Amended and Restated Concession Agreement is entered into this 16 day of February, 2021 ("*Effective Date*"), and is by and between the **VILLAGE OF LINCOLNWOOD**, an Illinois home rule municipal corporation ("*Village*"), and **FREDDIES INC.**, an Illinois corporation ("*Concessionaire*").

### WITNESSETH:

**WHEREAS**, the Village is the owner of the premises commonly known as the Proesel Park Family Aquatic Center, located at 7055 North Kostner Avenue, Lincolnwood Illinois ("*Aquatic Center*"); and

**WHEREAS**, a portion of the Aquatic Center is improved with a concession stand ("*Concession Area*") for the sale to Aquatic Center patrons of food and beverages ("*Concession Food*"); and

**WHEREAS**, on February 21, 2020, the Village and the Concessionaire entered into a Concession Agreement to provide for the lease by the Concessionaire of the Concession Area from the Village to operate a food concession at the Aquatic Center ("*Original Agreement*"); and

**WHEREAS**, the Village and the Concessionaire now desire to enter into this Amended and Restated Concession Agreement to update the terms of the lease of the Concession Area, in light of the ongoing COVID-19 pandemic;

**NOW, THEREFORE**, in consideration of the promises, covenants, terms, and conditions herein contained, the parties mutually agree as follows:

1. **Premises.** The Concession Area is that location shown upon **Exhibit A** attached to this Agreement.

2. **Term of Agreement.** The initial term of this Agreement shall be for the period of the Effective Date through September 30, 2021 ("*Initial Term*"). Upon the written notice delivered on or before December 31 of each calendar year, the Village and the Concessionaire may mutually agree to renew this Agreement for up to two additional terms in calendar years 2022 and 2023 (each a "*Renewal Term*"). Notwithstanding any other provision herein, either the Village or the Concessionaire may terminate this Concession Agreement at any time upon 60 days written notice to the other party.

3. **Concession Fee.** The Concessionaire shall pay the following amounts to the Village as the fee to operate the food Concession ("*Concession Fee*"):

a. For the Initial Term, an annual amount of \$1,500.00, and for each Renewal Term, an annual amount of \$3,000.00. each to be paid in three equal installments payable on or before May 1, June 1 and July 1 of each calendar year; and

b. An amount equal to 5% of the monthly gross sales of Concession Food at the concession, to be paid on or before the last day of the subsequent calendar month. The Concessionaire shall submit to the Village a monthly gross sales report along with the monthly payment required by this Section 3.b.

4. **Scope of Concession.**

a. The Concessionaire shall provide Concession Food to the public without discrimination as to race, color or creed.

b. Concession Food should be varied, and should include items such as hot dogs, hamburgers, chicken fingers, french fries, pizza, nachos, ice cream, and soft drinks.

c. The prices charged by the Concessionaire for services, food, and drinks shall be reasonable and shall not be in excess of prices prevailing elsewhere for the same kind of quality of service.

d. At no time shall Concessionaire sell or give away any alcoholic beverages, or allow any alcoholic beverages to be consumed on the premises.

e. The Concessionaire must operate the Food Concession on the following dates and during the following hours (collectively, the "*Hours of Operation*"):

- Memorial Day Weekend (May 23-25): 12:00 p.m. – 6:00 p.m.
- May 30 – August 9:
  - Monday – Friday: 12:00 p.m. – 8:00 p.m.
  - Saturday: 11:30 a.m. – 8:00 p.m.
  - Sunday: 11:30 a.m. – 7:00 p.m.
- August 10 – September 7:
  - Monday – Friday: 4:00 p.m. – 7:00 p.m.
  - Saturday: 11:30 a.m. – 8:00 p.m.
  - Sunday: 11:30 a.m. – 7:00 p.m.
- Labor Day: 11:30 a.m. – 7:00 p.m.

Concessionaire must obtain prior written approval from the Village in order to alter the Hours of Operation.

f. During inclement weather, the Aquatic Center's management team may close the Aquatic Center and the Concession Area, to preserve public safety. The Concessionaire shall not operate the food concession during any such closures.

g. The Concessionaire shall not use or permit the Concession Area to be used for any other purpose than the Food Concession as set forth herein, or for any unlawful, immoral, or indecent activity. The Concessionaire shall confine its activities to the Concession Area.

h. The Concessionaire covenants and agrees not to maintain any nuisance in the Concession Area which shall be in any manner injurious to or endanger the health, safety and comfort of the persons in the vicinity of the Concession Area.

i. The Concessionaire must provide a menu board to display menu items and all food prices; handwritten notes or signs may not be utilized. The menu board must be professionally made and approved in advance by the Village.

5. **Delivery.** The Concessionaire may only accept delivery of products and materials for the food concession during times at which Concessionaire personnel are present. The Village shall have no obligation to accept any delivery on behalf of the Concessionaire.

6. **Equipment/Maintenance.** The Village agrees to provide, and to allow the Concessionaire to use for the food concession, the equipment listed in Exhibit B. The Concessionaire must provide any other equipment and supplies it may need to operate the food concession, at its own expense, including, without limitation, all serving and consumption utensils.

7. **Alteration, Repairs, and/or Improvements.** The Concessionaire shall not make any alterations, repairs, or improvements to the Concession Area or Aquatic Center without first obtaining the prior written consent of the Village. Requests to make any alterations, repairs, or improvements shall be in writing.

a. Any such permitted alterations, repairs, or improvements shall be made at the expense of the Concessionaire and, shall become the property of the Village.

b. The Concessionaire shall not post any signs outside the Concession Area without obtaining the prior written consent of the Village.

8. **Maintenance of the Concession Area.** The Concessionaire shall be responsible for the reasonable and proper care of the Concession Area. The Concessionaire shall repair, or cause to be repaired, any damage to the property caused by the Concessionaire or its employees, agents, guests, or patrons. The Concessionaire shall keep and maintain the Concession Area in a clean and sanitary condition and shall empty all garbage and refuse containers located in the Concession Area into the outdoor containers, for disposal by the Village. Upon the conclusion of each term of this Agreement, the Concessionaire will be responsible for a complete end-of-season building and equipment cleaning, and must leave the Concession Area and surrounding area in the same condition as it was provided at the start of the season. In the event that the Concessionaire observes maintenance issues in the area of the Aquatic Center located outside of the Concession Area, the Concessionaire shall contact the Recreation Supervisor at (847) 745-4729.

9. **Custodial Care.** The Concessionaire shall be solely responsible for custodial care and daily cleanup of the Concession Area including all Village-owned and Concessionaire-owned and equipment therein, serving and storage areas that are used by the Concessionaire, and the cleaning of all equipment, tables, and chairs in the public seating areas. The Concessionaire will be responsible for removing of all grease from the Concession Area, and must clean the fryer (including oil replacement) and the soft serve machine no less than once a week, if it chooses to use them.

10. **Environmental.**

a. The Concessionaire shall, at its sole cost and expense, comply with all Environmental Laws pertaining to its operations, equipment, and personal property located at the Aquatic Center. For purposes of this Agreement, "Environmental Law" shall mean:

i. Any applicable federal, state or local statute, law, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order,

judgment, decree, injunction, directive, requirement by, of, or agreement with any unit or agency of government, existing as of the Effective Date of this Agreement and as amended thereafter, relating to:

- A. The protection, preservation or restoration of the environment (including, without limitation, air, water, vapor, surface water, ground water, drinking water supply, surface land, subsurface land, plant and animal life, or any other natural resource), or to human health and safety; or
  - B. The exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of, Hazardous Substances.
- ii. "Environmental Law" also includes, without limitation, any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages related or incidental to, or threatened as a result of, the presence of or exposure to any Hazardous Substance (as that term is defined in Section 24.b of this Agreement) and the following statutes and implementing regulations:
- A. the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
  - B. the Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*);
  - C. the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 *et seq.*);
  - D. the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 *et seq.*);
  - E. the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 *et seq.*); and
  - F. the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 *et seq.*).

b. The Concessionaire shall not cause or permit any Hazardous Substance to be brought, kept, stored or used in or about the Aquatic Center in violation of any Environmental Law. For purposes of this Agreement, "Hazardous Substance" means any substance, whether liquid, solid or gas, that is listed, defined, designated or classified as toxic, hazardous, radioactive or dangerous under any Environmental Law, whether by type or by quantity. Hazardous Substance includes, without limitation, any explosive or radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, special waste or petroleum products or any derivative or by-product thereof, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic or hazardous substances or related materials, as defined in any applicable Environmental Law.

c. If the Concessionaire causes or permits any Hazardous Substance to be brought, kept, stored or used in or about the Aquatic Center in violation of any Environmental Law and such violation results in the contamination of the Aquatic Center, the Concessionaire shall indemnify and save harmless the Village, and its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Concessionaire's acts or omissions in connection with such Hazardous Substance whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Concessionaire, except to the extent caused by the sole negligence of the Village.

d. The Concessionaire represents, covenants and warrants that the Concessionaire's operations in, on or under the Aquatic Center shall be in compliance with all applicable Environmental Laws.

11. **Liens.** The Concessionaire shall not allow the Concession Area or the Aquatic Center at any time during the term of this Agreement to become subject to any lien due to any work by the Concessionaire or due to any circumstance within the Concessionaire's control. All contracts and agreements by the Concessionaire for any work by the Concessionaire shall include provisions specifically prohibiting the creation or imposition of a lien on the Concession Area or the Aquatic Center. The Concessionaire shall provide the Village Manager with an advance copy of any contract or agreement prior to execution so that the Village Manager can confirm that the contract or agreement complies with this Section 11 and all other provisions of this Agreement. The Concessionaire shall, and does hereby, indemnify and hold the Village harmless against any and all liens imposed upon the Concession Area or the Aquatic Center in violation of this Agreement.

12. **Disclaimer.** The Concessionaire expressly acknowledges that the Village has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Concession Area for the purposes set forth herein, or for any other purpose or use, express or implied, by the Concessionaire. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. The Concessionaire accepts use of the Concession Area and the improvements thereon "AS-IS" and "WITH ALL FAULTS". The Concessionaire acknowledges that it has inspected the Concession Area and has satisfied itself as to the adequacy, fitness and condition thereof.

13. **Security.** The Concessionaire assumes and exercises full responsibility for the security of the Concession Area. The Concessionaire shall provide security for the Concession Area in the manner and to the extent it deems necessary, at its expense, provided that access by the Village is assured and not unreasonably restricted in a manner that conflicts with the Village's operation of the Aquatic Center. Specifically, and without limitation of the foregoing, the Concessionaire shall secure the Concession Area during the hours when the concession is not in operation. The Village agrees to provide locks and security cameras for the Concession Area, and to provide keys to the Concessionaire as appropriate. The Concessionaire shall timely communicate to the Village any and all proposed security measures and obtain the Village's approval prior to the beginning of the term of this Agreement. The Village shall not be liable for unauthorized use of the Concession Area.

14. **Utilities.** The Village will provide the Concession Area with utilities, including water, heat/air conditioning, sewer, electric service, garbage service, internet access, and telephone service.

15. **Taxes.** The Concessionaire is responsible for, and must pay, all federal, state, and local taxes and other charges imposed in connection with the operation of the food concession.

16. **Compliance with Law.**

a. The Concessionaire shall observe and comply with all laws, statutes, ordinances, rules and regulations of the United States government, the State of Illinois, the County of Lake, and the Village, or any department or agency of the foregoing.

b. The Village shall have the right to make inspections at any reasonable time to ensure compliance with this Agreement.

17. **Advertisement/Marketing.** The Village will also share information regarding concessions via social media and emails to the Aquatic Center members. The Concessionaire shall be responsible for providing any other advertisements and marketing. No advertisements or marketing materials for any business other than Concession Area operation may be posted or shared at the Aquatic Center.

18. **Concessionaire Personnel.** Prior to each of the Concessionaire employee's first days at the Aquatic Center, the Concessionaire must provide to the Village proof that it conducted a background check and a cross check of the Federal Sex Offender Registry. The background checks must be paid for by the Concessionaire and will not be reimbursable by the Village. Because the Concession Area is monitored by the Village's video surveillance system, the Concessionaire employees may be asked to sign a video release form prior to beginning the season. The uniform requirement is negotiable, as long as the Concessionaire provides an appropriate and consistent uniform for all staff working in the Concession Area.

19. **Destruction of Premises.** If during the term of this Agreement the Concession Area is destroyed or damaged by acts of God, war or other catastrophe, so that the same is unfit for occupancy or use, the rentals shall abate until such time that said Concession Area shall have been duly repaired. In the event such repairs have not been made and the Concession Area restored for use by the Concessionaire, the Concessionaire, at his option, may terminate this Agreement or continue thereunder pursuant to the terms and conditions hereof. A prorated portion of any rental prepaid prior to such destruction or damage as is contemplated by this paragraph, shall be refunded for the period Concessionaire was not allowed the use of the Concession Area.

20. **Subletting and Assignments.** The Concessionaire shall not sublet the whole or any part of the Concession Area, nor assign, hypothecate, or mortgage this Agreement, or any or all of its rights hereunder without prior written consent of the Village.

21. **Indemnity.** The Concessionaire shall so conduct his activities upon the premises so as not to endanger any person or lawfully thereon; and shall indemnify, save and hold harmless the Village and all of its officers, agents, employees, and attorneys from any and all claims for losses, injuries, damages, and liabilities to persons or property occasioned wholly or in part by the acts or omissions of the Concessionaire and the Concessionaire's agents, officers, employees, guests, patrons, or any person or persons admitted to the Concession Area while said premises are used by and under the control of the Concessionaire.

22. **Limitation on Village's Damages.** In no event shall the Village be liable to the Concessionaire for any consequential, incidental, special, and/or indirect damages or losses (in contract, tort and/or otherwise), including but not limited to any lost revenues in connection with this Agreement and/or any breach and/or default by the Village hereunder.

23. **Performance Security.** As security for the performance of the Concessionaire's obligations under this Agreement, the Concessionaire will be required to provide the Village a \$3,000 performance security, which the Village may use in the event the Concessionaire breaches this Agreement. Any balance of the \$3,000 performance security remaining at the end of each season may be credited to the payment of any Concession Fee owed to the Village at the end of the season.

24. **Insurance.** During the term of the Agreement, the Concessionaire shall purchase and maintain general liability insurance in an amount not less than \$2,000,000 per injury and \$2,000,000 per occurrence, The Concessionaire shall cause the Village to be named as an additional insured on such policy.

25. **Breach of Contract.**

a. Should the Village become dissatisfied with the operation of the Concession, the Village shall provide written notice to the Concessionaire detailing specific concerns. The Concessionaire shall address these concerns to the Village's satisfaction within 15 days of receipt of such written notice.

b. In the event of any breach of any of the terms or provisions of this Agreement, the Village shall have, in addition to any other recourse, the right to terminate this Agreement, to enter and obtain possession of the Concession Area, to remove and exclude any and all persons from the Concession Area, and to remove and exclude all property of the Concessionaire therefrom, all without service of notice or resort to legal process and without any legal liability on its part.

26. **Surrender of Premises upon Termination.** Upon the termination of this Agreement, the Concessionaire shall peaceably surrender and deliver up to the Village possession of the Concession Area, including all improvements or additions thereto, in good order and condition, reasonable wear and tear excepted.

27. **Notice.** All notices that are required hereunder, or which either the Village or Concessionaire may desire to serve upon the other party, shall be in writing, and shall be deemed served when delivered personally, or when deposited in the United States certified mail, postage prepaid, return receipt required, addressed as follows:

If to the Village:

Village Manager  
Village of Lincolnwood  
6900 N. Lincoln Avenue  
Lincolnwood, IL 60712

If to the Concessionaire:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28. **Certifications.** The Concessionaire certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois

Municipal Code and that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

29. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

30. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

31. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village or the Concessionaire.

32. **Relationship Between the Parties.** It is understood, acknowledged and agreed by the Parties that the relationship of the Concessionaire to the Village arising out of this Agreement shall be that of an independent contractor and shall not be construed as partners or joint venturers. Neither the Concessionaire nor any employee or agent thereof is an employee or agent of the Village for any purpose whatsoever.

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

34. **Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

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

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

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

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

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



40. **Conflicts of Interest.** Concessionaire represents and certifies that, to the best of its knowledge, (a) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Concessionaire or in this Agreement, or has personally received payment or other consideration for this Agreement; (b) as of the date of this Agreement, neither Concessionaire nor any person employed or associated with Concessionaire has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (c) neither Concessionaire nor any person employed by or associated with Concessionaire shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

41. **Nullification of Original Agreement.** The Village and the Concessionaire agree that the Original Agreement is hereby null and void, and of no further force or effect.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures hereto on the date first above written.

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

By: \_\_\_\_\_  
Anne Marie Gaura, Village Manager

ATTEST:

\_\_\_\_\_  
Beryl Herman, Village Clerk

**FREDDIES INC.,** an Illinois  
corporation

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

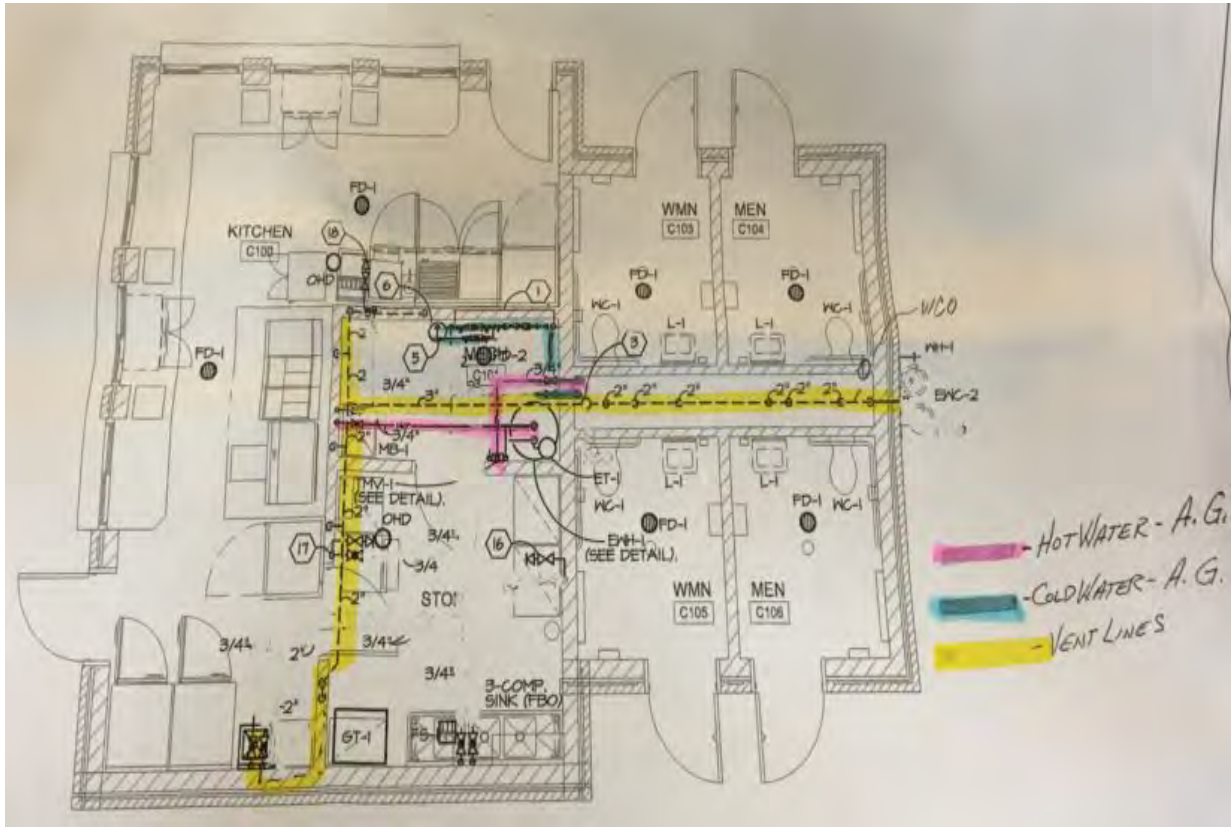
ATTEST:

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

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

**EXHIBIT A**

**Concession Area**



**EXHIBIT B**

**Equipment List**

<b>Item</b>	<b>Brand</b>	<b>Serial or Model Number (if Available)</b>
Bun Warner	APW Wyott	2718040
Cheese Dispenser	Advanced Food Products	SIERRA
Cooler		
Flat Top Grill	Dynamic	36-36G-ON
Freezer (Chest)	Frigidaire	LFFN15M5HWF
Freezer (Chest)	Dylis	ICM050LC
Freezer (Tall)	Frigidaire	LFFH21F7HWJ
Freezer (Tall)	Maximum	MFS-23NM
Freezer (Tall)	Victory	
Fridge (Tall)	Victory	
Fryer	Frymaster	FM235SD
Fryer	Frymaster	FM235SD
Ice Maker	Scotsman	CME306AS-1B
Pizza Oven (Three)	Fusion	
Refrigerator (Tall)	True Fridge	GDM-26
Refrigerator (Under Counter)	Beverage Air	UCR34
Refrigerator (Under Counter)	Beverage Air	WTR48A
Refrigerator (Under Counter)	Beverage Air	WTF27A
Roller Grill	APW Wyott	
Soft Drink Machine	Coca Cola	4500
Soft Serve Ice Cream Maker	Stoelting	F131-3812
Warmer (for Fryer)	Frymaster	



**Village of Lincolnwood  
Parks and Recreation**

***Board Meeting***

**Tuesday, February 9, 2021**

**7:00pm**

**Council Chambers**

**Lincolnwood Village Hall – 6900 North Lincoln Avenue**

**DRAFT MINUTES**

**I. CALL TO ORDER**

**Tomacic-**The meeting was called to order at 7:06PM. Oral declaration read regarding virtual meetings.

**PRESENT AT THE MEETING**

Substitute Park Board Chairperson: Laura Tomacic

Park Board Commissioners Present: Christina Audisho, Sokol Delisi, Grace Diaz Herrera, Erin Oleniczak, Victor Shaw, Courtney Tucker

Village Board Liaison: Atour Sargon

Parks and Recreation Department Staff: Melissa Rimdzius, Anna Koperski-Walsh, Olivia Zdeb

**II. SELECTION OF THE PARKS AND RECREATION BOARD CHAIRPERSON**

**Tomacic-** The first item on the agenda is the selection of the Parks and Recreation Board Chairperson. The Chairperson presides over Parks and Recreation Board meetings. We will have an opportunity for volunteers or nominations, conversation, and then a motion and vote. Are there any volunteers for the role of Parks and Recreation Board Chairperson?

**Delisi-** Madam Chair, may I read a statement please? On September 10<sup>th</sup> of 2019 the nomination and appointment of a chairperson was brought to our attention. At that meeting I inquired about the policies about how we choose our chairperson and voted no on lack of policy and not on the character of the nominee. It has been a year and a half since that voting item has took place and this Board has not been provided, nor has it taken up the issues of the lack of policies for the organizational structure of the Board. We are all aware that organization is essential for the prosperity of any business and or board and

this Parks and Recreation Board cannot be an exception to that idea. It appeared to me as it does to this day, that procedures for electing a Chair is based upon Board norms verses Board policy. As we all know Board norms and Board policies are starkly two different items. While I have no objections to the current norms, I have an issue that these norms are not policies. Norms can easily be broken or misused to enhance certain agendas without the repercussions of consequences. Furthermore, we are setting a bad example for our community. How do we expect our community members to follow the rules of the parks when we ourselves do not have rules to follow? We ought to practice what we preach. That being said, I believe that this Board is at a critical point to take action on this issue. We have four new Commissioners within their first term and three Commissioners with over two term experience. Let's come together and create a policy about the nomination process, the term limits, the Chair job description and the potential Vice Chair position. We can utilize our senior members' institutional knowledge to uphold our norms and use the junior members' decision making skills. All of these proposed ideas are within our power as commissioner under chapter three article one section 4b of the code of ordinance which states, quote, rules of procedures each commission shall adopt its own rules and procedures not in conflict with the article or any ordinance of the Village of Lincolnwood. The rules of the procedure shall include procedures for the election of a Chairperson from amongst the members on the annual basis and upon a vacancy in the office of Chairperson. The rule may provide for the appointment of other such officers as may be necessary at the discretion of the commission for the effective working of the commission. End quote. With that being said, I would like to propose the following. We appoint a 90 day temporary Chairperson to see the implementation of these policies. I propose the March meeting shall be used as a discussion on the wants and needs of the policies. The April meeting shall be the final touches on the policies and voted upon, and the May meeting shall be used to appoint a new Chairperson under the policies. I urge my colleagues to take this motion as it is a compromise between the differences amongst or members. Sadly, if this Board does not take up this proposed motion and go with our current practice, I will unfortunately vote against a nominee yet again based on the lack of policy and not on the character of the potential nominee. For that Madam, I yield the floor.

**Rimdzius-** Thank you for sharing that statement. If it is a decision of the Board that you would like to revise and develop rules of procedure that is certainly something the Board can move forward with. As you have referenced, you are recommending that this be a motion. That would then lead to a potential second and a vote. That is within the realm of the code of ordinances. The Board has typically operated on norms, you are right. It can be beneficial and problematic at the same time. It is completely up to the Board what you would like to do moving forward and there are processes associated with that. We are going to have to look at how this research is being done, who is conducting it, how is this presenting it, how is the conversation being guided if this is staff-led or Board-led, and we will have to analyze and revise the proposed timeline based on that. If there is a consensus of a Board, that you are interested in establishing rules of procedures, then we can have that as a Board initiative. One thing to keep in mind, COVID really changed everything. One of those things that it changed was our Village's timeline for our strategic planning process. One of the things we anticipated as a part of that strategic planning process, was an analysis and review of the rules of procedure of boards and commissions. This might

be something that is ultimately addressed at the overarching Village level. We just don't have that firm timeline yet as everything has changed. Many of our initiatives have been put on hold, deferred, and adjusted. If it's the desire of the Board to move forward with rules of procedure, a vote can be taken based on that. If not, then we can move forward with the norms that have taken place in the past. Thank you again, Sokol.

**Tomacic-** Melissa, how do we proceed? A motion was put out, do we need someone to second it?

**Rimdzius-** Yes, we will need to see if there is a second.

**Audisho-** Can I ask a question just for clarification? I understand for sure that because of COVID things have been put on a back burner. Are you saying that this is something, in general, for commissions and boards outside of the Parks Board that the Village was looking was potentially looking into? I just want to be clear on that. To be honest, this is something Sokol and I have discussed in the past. I am a person that is all about research. I have always been and I always will be, but I also don't want to overstep on any toes if it is happening at the Village level.

**Rimdzius-** To my knowledge it is not currently happening, but it is one of the things that was going to be considered. The strategic planning process is a big process, and a lot of things were going to be considered and that is potentially one of them. At this time I don't know when that process will start up and that there might be change in the next few months.

**Tomacic-** We will have a new Mayor, either way.

**Rimdzius-** Yes. It is completely up to the Parks and Recreation Board if it is your desire to move forward with this process. We can add it to future agendas and move forward. If the Board wants to wait and see what is going to happen, you have the opportunity appoint a chairperson for a year, you have the opportunity to appoint a chairperson for a shorter period of time, it's up to the prerogative of the Board which route you would like to take on this. Regardless of which route you take, we do need to have someone indicated to preside over the meetings. There will need to be a consensus on someone presiding over the meetings even if it's a shorter term that might typically take place.

**Audisho-** This is something that we can research regardless of how long a person is appointed tonight? We can always, as a Board, look into this. We can do this research that Sokol is requesting?

**Rimdzius-** If there are multiple Board members that are interested in putting something on an agenda, then yes it is always something that could be added to an agenda. This is the proper way bring it up to see if there is a consensus amongst the Board and then it would be added to a future agenda.

**Diaz Herrera-** Sokol, are you saying that over the next few months we would be

discussing the specifics of the term, how a vice chair would be appointed? For the next few months we would be working on that until we come to an agreement?

**Delisi-** Correct, what I am proposing is that we have someone be the temporary chair in order to see the implementation of an actual policy that we as a Board come to a consensus on. Whether that be 90 days or maybe it will take more time, let's say six months, the end of the September. Is that fair?

**Rimdzius-** It is completely up to the Park Board.

**Delisi-** I apologize, is that fair? Six months.

**Diaz Herrera-** So when we come to an agreement?

**Delisi-** Correct, when we come to an agreement. Once we have our policies in place. Then it should be another nomination cycle with the policies in place and then we move forward. If we are in agreement of that. I think that would be the best possible.

**Diaz Herrera-** Would it be you leading or a couple of commissioners working on the specifics and doing the research?

**Delisi-** If the Board has confidence in me doing that, I will more than gladly do that.

**Oleniczak-** I just have question for clarification. Are there existing policies and procedures for Chairperson nominations for other boards and commissions?

**Rimdzius-** I don't have that answer tonight, but can find out.

**Delisi-** From my knowledge, the Human Relations Commission has policies in place on how they conduct their meetings along with their Chairperson and Vice Chairperson. I am of the understanding that the Lincolnwood Police and Fire Board has nominations in place and I believe the Economic Commission as well has its own policies in place. This is really not a radical proposal or idea, other boards have it. I believe that the Parks and Recreation Board should be in step with other commissions as well.

**Oleniczak-** So there is not just uniform procedures across all of the boards, it is up to each board to make their own?

**Tomacic-** Correct.

**Rimdzius-** At this time, that is correct.

**Tomacic-** I personally would just rather wait and see what happens with the election and the strategic plan. I think we should go ahead with our traditional vote that we have done as far as asking for a volunteer for the Parks and Recreation Chairperson and take it from there. And then, if the new Mayor and team want us to put something different together



for procedures, then we can address it at that time. I don't feel that we have to do double work; we may do work and then the new team may want it to be done in a particular or different way. I don't want to spin our wheels; to have Commissioners work on something that might have to go in a different direction. We are close to an election, we have three months to go.

**Delisi-** With all due respect, elections should not stop the people's business. We still have to conduct businesses our own way. If we have to do double the work, we have to do double the work. It is within our powers to put these policies and procedures in place. If that means us doing double work, then so be it. We signed up for this position to do just that. I respect your opinion and I always will respect your opinion, I just have a different philosophy and view point on that. I would like to hear other commissioners' thoughts on this proposed motion.

**Oleniczak-** Sokol, would you remind repeating the motion to the rest of us?

**Delisi-** I motion to appoint a 120 day temporary Chairperson to oversee the implementation of the policies that I have proposed in my written statement, which is to look at the nomination process, the term length, the Chair's job description, and the potential Vice Chair position. Would anyone like to second that motion?

**Tomacic-** There is no second. I will ask are there any volunteers for the role of the Parks and Recreation Chairperson?

**Audisho-** Chairperson Tomacic, I would gladly volunteer.

**Tomacic-** Commissioner Christina Audisho is throwing her hat as volunteer for the role of the Parks and Recreation Board Chairperson. Any discussion? Is there a motion?

On motion Oleniczak/Diaz Herrera approve the selection of the Parks and Recreation Board Chair Christian Audisho 5-1, motion passed.

AYES: Commissioners Audisho, Diaz Herrera, Oleniczak, Shaw, Tomacic

NAYS: Delisi

ABSTAINED: Tucker

### **III. APPROVAL OF MINUTES OF THE JANUARY 12, 2021 BOARD MEETING.**

On motion Delisi/Dias Herrera approve the modified meeting minutes of the January 12, 2021 Parks and Recreation Board meeting 6-0, motion passed.

AYES: Commissioners Audisho, Delisi, Diaz Herrera, Oleniczak, Shaw, Tomacic

NAYS: None

ABSTAINED: Tucker

### **IV. AUDIENCE PARTICIPATION AND LETTERS/NOTES/EMAILS FROM THE**

## **PUBLIC**

No audience participation.

## **V. OLD BUSINESS**

No old business.

## **VI. NEW BUSINESS**

### **A. Presentation of the 2020 Fall Program and Activity Report**

**Koperski-Walsh-** Presented information from memo included in the Board packet.

**Overview:** The presentation outlines the number of participants, revenues and expenses related to recreation activities offered from September through December 2020. The programs were offered over a set of three sessions for a total of thirteen weeks. In September, Lincolnwood was functioning under Phase 4 of the Restore Illinois Plan. Programs held during Fall 1 were held outdoors and Fall 2 were held outdoors and indoors when the weather changed. In November, Governor JB Pritzker announced that the entire state of Illinois would move into Tier 3 coronavirus mitigations beginning on Friday, November 20. The mitigations restricted in-person indoor programming, allowed for only ten participants at outdoor programming, and required masks for all outdoor programs. This announcement came during the second week of the Fall 3 session when all programs were set to be held indoors. The Department quickly made changes to the programming schedule, worked with contractors and were able to continue the Fall 3 session with virtual and outdoor programs. This shift made significant impact on the programs and is reflected in program registration. The activities and programs offered during the fall of 2020 can be categorized as youth and tot programs, racquet sports, adult programs and special events. In addition to the programs and events offered, a program survey was provided to all program and event participants. The survey included positive reviews customers' user experience and overall program quality.

### **Discussion:**

**Tomicic-** Great job, in the face of adversity our Parks and Recreation team always comes up with something innovative, and something new. You drum up a buzz and sell out. I can't commend you enough.

**Koperski-Walsh-** Thank you, the staff has worked really hard and continuing to build new relationships. Despite that we are in a pandemic, we hope that we can retain the participants as we go into more normal times.

**Tomacic-** And word of mouth. The moms talk. I'm happy that you are at least seeing some input.

**Rimdzius-** With the pandemic, we had to do additional health checks. That is additional staff time and something our full time professional staff have absorbed. It is a great opportunity for them to have conversations and build relationships with community members. Through those conversations it may inspire other programs or future opportunities. I'm grateful for the staff and their energy and dedication. There is more work to do, we are always looking for feedback and we encourage anyone listening tonight to share your feedback.

**Oleniczak-** Our family participated in fall programs. I was overwhelmed by the offerings and how well the Department was able to shift and make changes as new tier mitigations came out. It feels like you guys grew and surpassed a lot of expectations, you didn't just have a holding pattern. Thank you!

**Koperski-Walsh-** Thank you.

B. Discussion regarding the Summer 2021 Concession Stand Agreement

**Koperski-Walsh-** Presented information from memo included in the Board packet

**Overview:**

After conducting a Request for Proposal process, the Village entered into a contract with Freddie's Inc. in February of 2020 for the provision of concession services at the aquatic center for summer 2020. Due to the COVID-19 pandemic, the contract was suspended on June 16, 2020 to preserve the ability for the Village and Freddie's to work together in 2021. The Parks and Recreation Department is seeking approval of an amended and restated agreement for the provision of concession services with Freddie's Inc. in 2021, with the option to renew in 2022 and 2023, dependent upon mutual agreement of terms.

Two modifications have been made to the 2021 agreement. The first modification changes the season end date from Labor Day to the end of September. This modification will allow for Freddie's Inc. to sell concessions, if desired, during activities in September. The second modification was made to the concession fee. For the initial term of 2021, the annual fee will be \$1,500. The renewal term fee for future years will be \$3,000 per year, which was the annual fee agreed upon in the original contract. The reduction in the fee for 2021 is due to anticipated limitations on the number of patrons permitted at the pool and uncertainties surrounding potential sales due to the pandemic. In addition to the annual fee, the concessionaire will pay 5% of their monthly gross sales from the concession stand to the Village.

**RECCOMENDED MOTION:**

Move to recommend the Village Board approve a resolution approving a restated and amended agreement with Freddie's Inc., of Chicago, Illinois for food concessionaire services.

**Discussion:**

**Delisi-** Quick question, last year when we went through the packet, they did not do criminal background checks on their employees. Has that since then changed?

**Rimdzius-**We can review the contract. That may have been the RFP response stating they didn't at that time. We will have to review the contract agreement to determine if it was included as an expectation of the Village that they do.

On motion Delisi/Oleniczak move to recommend the Village Board approve the resolution approving a restated and amended agreement with Freddie's Inc., of Chicago, Illinois for food concessionaire services. 7-0, motion passed.

AYES: Commissioners Audisho, Delisi, Diaz Herrera, Oleniczak, Shaw, Tomacic, Tucker

NAYS: None

## **VI. CHAIRPERSON'S REPORT**

**Tomacic-** Congratulations Chairperson Audisho, who is almost a lifelong Lincolnwood resident. I know she will do amazing, wonderful and a professional job.

## **VII. COMMISSIONERS' REPORTS**

**Delisi-** Welcome Tucker to the board, we are very excited to have you. Another congratulations, to commissioner Audisho as the new Chairperson. I look forward to working with you and do some great things. Happy day of love on the 14<sup>th</sup>.

## **VIII. DIRECTOR'S REPORT**

**Rimdzius-** Welcome Courtney, Courtney and I had the opportunity to meet last Friday.

Please keep an eye out for the statement of economic interest in your email. We anticipate they will be emailed out in March of 2021, get it filled out soon and completed before the deadline. If you have any questions, please refer to the Cook County website.

I want to thank the Parks and Recreation team, when the guidelines were lifted the staff jumped on it and were able to adapt quickly and offer programs for February. The seniors are still outside exercising, as well.

**Tomacic-** How many seniors do you usually have?

**Rimdzius-** We had it capped at ten, but it may have increased with new guidelines.

**Koperski-Walsh-** Outdoors we can have up to 25 and indoors 15.

**Rimdzius-** While many of our Commissioners attended the last Committee of the Whole and Board meeting, I want to formally update everyone and let you know that the Village Board has expressed support of operating the summer day camp and aquatic center. We anticipate that you will start seeing advertising soon. We are still processing and interpreting the guidelines. Pool pass sales will begin in April. We are excited about the prospects of opportunities for the camp.

Congrats anyone who is participating in in Lincolnwood Limits. We have 201 people registered. One of our sponsors has a group of 100 people participating. I'm the lucky one who gets to email participants and see their excited responses. In the first 28 days, the group completed over 1000 workouts, over 4300 miles, earned over 2100 virtual badges, and completed 563 virtual "laps" around Lincolnwood. And that's only the logged information from about half of the participants; it's incredible to see what a group of participants can accomplish together. My hope that this continues beyond the pandemic. I'm very grateful to everyone participating and want to call out the great success of the many community members who are participating in this program.

**Oleniczak-** Question for Melissa. I'm wondering between now and the pool opening, will we be reviewing any of those policies and procedures for the pool?

**Rimdzius-** The Parks and Recreation Board typically focuses overarching policy. What you have already discussed is the likely the extent of the discussion. We will keep you up to date on the plans that build on the baseline plan that was provided. We have to have the opportunity to be flexible and adjust as the pandemic guidelines change. Certainly there will be opportunity for additional feedback, especially as we open in the summer and see what capacity at the pool looks like. The opportunity for feedback goes for any community member that is listening, you can always reach out to the Parks and Recreation Department and provide feedback. Much of the operational policy happens at the staff planning level. If there are certain things that a community member or Board Member is interested in, please reach out. I do not know that we will have any more formal conversations.

## **IX. STAFF REPORTS**

**Koperski-Walsh-** The department wasn't able to offer many programs in the winter session due to the Tier 3 Mitigations. As the mitigations were lifted at the end of January, the staff quickly changed plans and offered a series of mini session classes and take home options. The take home options are still available for sale and the classes will run through February.

## **X. ADJOURNMENT**

Meeting adjourned at 8:07PM.

Motion to adjourn: Diaz Herrera/Oleniczak

AYES: Commissioners Audisho, Delisi, Diaz Herrera, Oleniczak, Shaw, Tomacic,  
Tucker  
NAYS: None

Park Board Minutes prepared by Anna Koperski-Walsh, Superintendent of Parks and Recreation

Park and Recreation Board Chairperson: \_\_\_\_\_  
Signature Date

# Request For Board Action

**REFERRED TO BOARD:** February 16, 2021

**AGENDA ITEM NO: 3**

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Approval of a Resolution Designating the Village's Delegate and Alternate Delegate to the Illinois Risk Management Agency Board of Directors

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Village participate in the Intergovernmental Risk Management Agency (IRMA), which is an organization of municipalities and special districts in Northeastern Illinois that have formed an association under the Illinois Intergovernmental Cooperation Statute to pool its risk management needs.

The duties of the IRMA delegates are related to general liability and workers' compensation insurance issues and claims.

The delegates represent the Village at IRMA. It is recommended that the Assistant Village Manager, Charles Meyer, and the Assistant to the Assistant Village Manager, Heather McFarland, be appointed as the Delegate and Alternate Delegate, respectfully, for the Village to IRMA.

**FINANCIAL IMPACT:**

None

**VILLAGE ATTORNEY REVIEW:**

The Village Attorney reviewed and developed the proposed Resolution.

**DOCUMENTS ATTACHED:**

1. Proposed Resolution

**RECOMMENDED MOTION:**

**Move to approve** a Resolution designating the Village's delegate and alternate delegate to the Illinois Risk Management Agency Board of Directors.

**VILLAGE OF LINCOLNWOOD**

**RESOLUTION NO. R2021-\_\_\_\_\_**

**A RESOLUTION DESIGNATING THE VILLAGE'S DELEGATE AND ALTERNATE DELEGATE TO THE ILLINOIS RISK MANAGEMENT AGENCY BOARD OF DIRECTORS**

WHEREAS, the Village is a member of the Illinois Risk Management Agency (“*IRMA*”); and

WHEREAS, each member of IRMA must select one delegate and one alternate delegate to the IRMA Board of Directors; and

WHEREAS, the Village desires to appoint its Assistant Village Manager, Charles Meyer, as its delegate to the IRMA Board of Directors; and

WHEREAS, the Village desires to appoint its Assistant to the Village Manager, Heather McFarland, as its alternate delegate to the IRMA Board of Directors; and

WHEREAS, the Village President and Board of Trustees have determined that the adoption of this Resolution will serve and be in the best interest of the Village;

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

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

SECTION 2. DESIGNATION OF DELEGATE. The Village President and Board of Trustees hereby appoint Charles Meyer, Assistant Village Manager, as the Village of Lincolnwood’s delegate to the IRMA Board of Directors.

SECTION 3. DESIGNATION OF ALTERNATE DELEGATE. The Village President and Board of Trustees hereby appoint Heather McFarland, Assistant to the Village Manager, as the Village of Lincolnwood’s alternate delegate to the IRMA Board of Directors.

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

[SIGNATURE PAGE FOLLOWS]



PASSED this \_\_\_\_ day of February, 2021.

AYES:

NAYS:

ABSENT:

ABSTENTION: None

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

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

ATTESTED and FILED in my office this  
\_\_\_\_ day of February, 2021

---

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

# Request For Board Action

**REFERRED TO BOARD:** February 16, 2021

**AGENDA ITEM NO: 4**

**ORIGINATING DEPARTMENT:** Village Manager's Office

**SUBJECT:** Consideration of an Extension of the Emergency Declaration Entered by Mayor Bass on March 18, 2020

**SUMMARY AND BACKGROUND OF SUBJECT MATTER:**

The Village of Lincolnwood has been focused on emergency preparedness and is working to limit the spread of the coronavirus or COVID-19. Article 6 of Chapter 5 of the Municipal Code of Lincolnwood, as amended, sets forth rules and regulations concerning the authority of the Village President to declare a state of emergency under certain circumstances and to issue executive orders to address the emergency, all as contemplated by Section 11-1-6 of the Illinois Municipal Code, 65 ILCS 5/11-1-6. As such, Article 6 of Chapter 5 of the Village Code would be amended in accordance with this Ordinance.

Since the April 7, 2020, meeting of the Village Board the Emergency Declaration has been extended by the Village Board. As of October 28, 2020, the Illinois Department of Public Health revised guidelines for restaurants, bars, and social gatherings and as of November 19, 2020, the Village of Lincolnwood re-entered Phase Three Mitigations. The Emergency Declaration was most recently extended by the Village Board on February 2 and is set to expire after the end of the February 16 Village Board Meeting.

It is requested that the Village Board consider an extension of the Emergency Declaration originally approved by the Village Board on March 18, 2020.

**FINANCIAL IMPACT:**

None

**VILLAGE ATTORNEY REVIEW:**

The Village Attorney drafted the original Ordinance considered by the Village Board.

**DOCUMENTS ATTACHED:**

None

**RECOMMENDED MOTION:**

**Move to approve** an extension of the Emergency Declaration entered by Mayor Bass on March 18, 2020.

FOIA Requests January 27, 2021 to February 9, 2021

Date of Request*	Request Made By	Public Record Requested
1/27/2021	Torrie Wofford	Current contracts related to IT outsourcing; Current VOIP/phone systems contracts/statements.
1/29/2021	Jane Neihaus	Copies of three citations given to 7011 Kedvale for downspout on the property of 7005 Kedvale for years 2019-2021 and any others.
2/2/2021	Andrew Lachowicz	Copy of outstanding code violations of vacant properties, condemned properties, fire damaged properties, teardown properties and distressed properties in the Village of Lincolnwood from the past two months
2/2/2021	Robin Frantz Conine	Issued building permits for both commercial and residential with a value of \$100,000 and up. This request would like all information pertaining to these such as contractor name and address, property number, owner of said property, subdivision name and lot number if residential, residential demo permits. From January 1, 2021 to January 31, 2021
2/4/2021	Gia Lovelace	Video of an auto accident on 11-25-20 at the intersection of McCormick Blvd and Devon Ave. The police report references a video they obtained from Libinai's Restaurant showing this accident the the person crossing in the crosswalk.
2/9/2021	Alicia Brown	Collective bargaining agreement by and between the Village of Lincolnwood and any/all unions regarding the job classification of lieutenant and/or sergeant
2/9/2021	Bender and Beatty	Provide a copy of all Type "B: injury/towed accident/crash reports that occurred on and between February 1 and February 7, 2021
*In addition, 3 police reports were requested during this period.		